

OWNER'S DECLARATION OF COVENANTS AND RESTRICTIONS

KNOWN ALL MEN BY THESE PRESENTS:

WHEREAS, GLYNN INVESTMENTS, INC. was the owner of the following described real property, to-wit:

A tract of land located in the Southeast Quarter of the Southeast Quarter ( SE/4 SE/4 ) of Section Nineteen (19), Township Twenty-Six (26) North, Range Thirteen (13) East, Washington County, Oklahoma, described as follows:

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Beginning at a point which is the Southeast corner of said Southeast Quarter of the Southeast Quarter ( SE/4 SE/4 ): thence South 89 50' 00" West 120.26 feet; thence North 0 05' 06" West 233.00 feet; thence South 89 50' 00" West 200.00 feet; thence North 0 05' 06" West 637 feet; thence North 89 50' 00" East 325.00 feet; thence North 0 05' 06" West 200.00 feet; thence North 89 50' 00" East 100.00 feet; thence North 0 05' 06" West 125.00 feet; thence North 89 50' 00" East 895.30 feet; thence South 0 05' 00" East 1195.00 feet ; along the East line of said Southeast Quarter of the Southeast Quarter (SE/4 SE/4) to the point of beginning, containing 32.44 acres, more or less.

AND, WHEREAS, GLYNN INVESTMENTS, INC. has caused said property to be annexed to the City of Bartlesville as "Glynnwood", an addition to the City of Bartlesville, Washington County, Oklahoma.

AND, WHEREAS, the land has been developed for residential purposes>

AND, WHEREAS, GLYNNWOOD INVESTMENTS, INC. caused Glynnwood Association, Inc. to be organized for the purpose of administering an orderly development of the above described plat, and for the further purpose of providing adequate restrictive covenants for the benefit of the owners and their successors in title to the aforesaid property or portions thereof.

NOW, THEREFORE, Glynnwood Association, Inc. does hereby impose the following restrictions on all said land embraced in Glynnwood Addition to which it shall be incumbent upon its various owners in title to adhere, and any person or corporation, hereinafter becoming the owner or owners, either directly or through any subsequent transfer or in any manner hereinafter set forth of any property included in Glynnwood Addition, shall take, hold and convey same subject to the following restrictions, subject to the right to alter or amend as provided in Article XII-3.

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ARTICLE I

This OWNERS' DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS supersedes the OWNERS' DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS notarized on September 19, 1989 and filed in the Office of the County Clerk of Washington County on October 11, 1989 in Book 854 at pages 2967-3014 and the AMENDED OWNER'S DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS notarized on August 23, 1978 and filed in the Office of the County Clerk of Washington County, on August 29, 1978 in Book 712 at the pages 901- 916, and said AMENDED OWNER'S DECLARATION'S are hereby set aside and shall have no further force and effect.

ARTICLE II

GLYNN INVESTMENTS, INC. in recording the plat, and the Covenants, Conditions and Restriction, designated certain areas as "Common Areas". These areas are intended for

the private use by the Homeowners in Glynnwood Addition and are not dedicated to the public for their use. An access easement is hereby granted over and across the Common Areas to the City of Bartlesville for services rendered by the City, to the United States of America for postal services, and to the Independent School District Number 30 of Bartlesville for school bus pickup and delivery.

### ARTICLE III

#### DEFINITIONS

1. GLYNNWOOD ASSOCIATION, INC. is a non-profit corporation organized under Title 18 851 et seq. of the Oklahoma Statutes. Each owner of a building site in Glynnwood Addition shall be a member of the corporation in accordance with the By-Laws, which are set forth in Exhibit "A" attached hereto. Glynnwood Association, Inc. shall be the owner of the Common Areas as shown on the plat of Glynnwood Addition. Glynnwood Association, Inc. is hereinafter sometimes referred to as "the Association".
2. LOTS shall be those lots as shown on the plat of Glynnwood Addition, hereinafter sometimes referred to as "the Addition".
3. A DEVELOPED BUILDING SITE shall be one on which construction has proceeded to the point of excavation for the house footings.
4. AN UNDEVELOPED BUILDING SITE shall be one on which no structure exists or on which construction has not proceeded to the point of excavation for structure footings.
5. COMMONS AREAS shall consist of land and streets in the Addition outside the lots as shown on the plat of the Addition.
6. GATE HOUSE shall be the structure at the south entrance to the Addition used for the benefit of the owners as the primary route of entry and egress.
7. ARCHITECTURAL COMMITTEE SHALL BE THE PERSON OR PERSONS APPOINTED BY THE Board of Directors of the Association to serve in that capacity.
8. BRICK WALL shall be the wall surrounding the Addition. Although this wall for the most part is not on the Common Areas, it shall be maintained by the Association.

### ARTICLE IV

#### BUILDING AND USE RESTRICTIONS

1. All lots shall be used exclusively for residential purposes, and no residence or other structure shall be used either in whole or in part as a professional office, shop, school, or studio, or for the conduct of any business or trade, except that Lot Fifty Six (56) may be developed and used for recreational purposes for the benefit of the owners.
2. A building site may be one lot, more than one lot, but not less than one lot, for lots numbered Twenty-Two (22) through Forty-Three (43). The building sites, lots, and parcels of land shall be in accordance with Exhibit "B" attached hereto.
3. No structure shall be erected, placed or permitted to remain on any building site other than one single family residence and buildings appurtenant thereto, such as a garage, servants' quarters, children's

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playhouse, swimming pool, and garden shelter; however, these appurtenant buildings must be physically attached to the residence in the manner approved by the Architectural Committee.

4. Each residence shall contain at least Eighteen Hundred (1800) square feet of living space for lots Twenty Two (22) through Forty Three (43), and Sixteen Hundred (1600) square feet of living space for each residence located on parcels One (c1) through Thirty 930) as listed in Exhibit "B"
5. The outside foundation line of any part of any building including porches, garages, car-ports, bay-windows, chimneys, etc., shall be located a minimum of twenty five (25) feet from the front lot line, ten (10) feet from each side property line for lots Twenty Two (22) through Forty Three (43) and ten (10) fee from each parcel line for Parcels One (1) through Thirty (30), and fifteen (15) fee from the rear property line.
6. No nuisance shall be committed upon any building sites, and domesticated fowl, livestock or other animals that may be offensive or annoying to the neighborhood shall be permitted, with the exception of bonafide dogs and cats, which do not make objectionable noise or otherwise constitute a nuisance.
7. No trailer ,basement, tent, garage or other outbuildings shall at any time be used as a residence.
8. No building shall be moved from another location onto the Addition.
9. No fence, whether ornamental or otherwise, shall be erected nearer to the front property line than the front building line of any building site unless approved by the Architectural Committee. Side and rear yard fences may be erected on the side and rear property lines but shall not exceed six (6) feet in height when measured from the surface of the ground on either side of the fence, and further limited to the height of the Addition exterior Brick Wall, if adjacent to the property on which the fence is built. Type of fencing must be approved by the Architectural Committee. Cyclone fencing shall be not allowed.
10. No sign of any kind shall be displayed on any lot except a sign showing the street address and name of the occupant, and all such signs shall be approved by the Association, except that in the event a building site is for sale or lease, a sign no larger than two (2) feet by three (3) feet may be placed on the subject property for sale for such purpose. The use of an "Open House" sign may be permitted on the one day an open house actually occurs. Said "Open House sign may be placed at the entrance for a period not to exceed twelve (12) hours. No more than the one "Open House" sign shall be so displayed. No "For Sale" or REALTOR signs shall be permitted to be displayed at the entrance at anytime.
11. Roofing on any residence or appurtenant building shall consist of wood shakes, ceramic or manufactured composition (asphalt) roofing and must minimally meet or exceed the following specification standard: 30 hear or more duration quality shingles, 300# per square, in weathered wood or comparable colors. No exposed antennas shall be allowed unless approved by the Architectural Committee. Roofs shall have a minimum pitch of three (3) inches for each foot unless approved by the Architectural Committee.
12. All trash receptacles, air-conditioning condensers, miscellaneous electrical equipment and clotheslines shall be screened from sight from the street.

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13. No boats, trailers or recreational vehicles shall be parked, maintained or stored anywhere in the Addition except in an enclosed garage which is part of a residence, on other than a temporary basis. Cars, trucks, or other vehicles shall not be parked in any Glynnwood Addition street on other than a temporary basis. "Temporary basis" is defined as not more than 48 hours.
14. The supply of electricity throughout the Addition shall be provided, to the fullest extent practicable, by facilities located underground rather than overhead, subject to the following terms and conditions:
- a. Overhead poles lines for the supply of electric service may be located along Lots One (1) through Twelve (12), Lots Twenty Four (24) through Twenty Seven (27) and Lots Thirty Five (35) through Thirty Eight (38). Street light poles or standards may be served by underground cable, and elsewhere throughout the Addition all supply lines shall be located underground in the easement-ways reserved for general utility services and streets as shown on the Addition plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways.
  - b. Except for houses on lots described in paragraph 14a above, which may be served from overhead lines, underground service cables to all houses which may be located on all other lots in the Addition may be run from the nearest service pedestal or transformer to the point of usage determined by the location upon each said lot; provided that upon the installation of such a service cable to a particular house, the supplier of electrical service shall thereafter be deemed to have a definite, permanent, effective and exclusive right-of-way easement on said lot, covering a five (5) foot strip extending two and one-half (2.5) feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said house.
  - c. The supplier of electrical service, through its proper agents and employees shall at all times have right of access to all such easement-ways, maintaining, removing or replacing any portion of said underground electrical facilities so installed by it
  - d. The owner of each lot shall be responsible for the protection of the underground electrical facilities located on his or her property and shall prevent the alteration of grade or any construction activity which may interfere with said electrical facilities. The utility company will be responsible for ordinary maintenance of underground electric facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by the acts of the owner or his or her agents or contractors.
  - e. The foregoing covenants concerning the underground electric facilities shall be enforceable by the supplier of electric service, and the owner of each building site agrees to be bound hereby.

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ARTICLE V

I N S U R A N C E

Insurance policies on the Common Areas and amenities shall cover all improvements and personal property of the Association. Public liability and workmen's compensation insurance shall be carried by the Association.

ARTICLE VI

C O V E N A N T S F O R A S S E S S M E N T S

1. Creation of Lien and Personal Obligation for Assessments—  
Each owner by the acceptance of a deed for property in the Addition covenants and agrees to pay to the Association as follows:
  - a. Annual assessments or charges as determined from time to time by a majority of the members, and
  - b. Special assessments as provided in paragraph 4 below.

The annual and special assessments together with any applicable interest shall be a charge on the respective landowners and shall become a lien upon the respective building site. Each such assessment together with any applicable interest charges and a reasonable attorney's fee, if services of an attorney are required, shall be the personal obligation of the person who was the owner of such property at the time the assessment fell due and be a lien on such property.

2. Purpose of Assessment-- The assessment levied by the Association shall be used exclusively to promote health, safety, welfare and quiet enjoyment of the residents in the Addition and for the improvement and maintenance of the Common Areas.
3. Basis for Assessments—Each owner shall be assessed for each building site owned, and assessments for each building site shall be equal in amount, EXCEPT that each assessment made for undeveloped building sites shall be twenty five (25) percent of each assessment for developed building sites.
4. Special Assessments-- In addition to the annual authorized assessments the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, or an extraordinary unexpected expense relating to the maintenance of the Common Areas, provided such assessment shall have the consent of a majority of the members of the Association expressed in writing at a properly convened meeting of the Association members.
5. Notice and Quorum for any Proposed Action Authorizing Special Assessments-- Any action authorizing special assessments shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members of the Association not less than thirty (30) days in advance of the meeting. Any owner may give to any other owner his written proxy to cast his or her vote at said meeting.
6. Effect of Non-payment of Assessments—Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10) percent per annum. The Association may bring an action against the owner personally obligated to pay same or foreclose the lien against the property. In the event the Association is required to procure the services of an attorney, a reasonable attorney's fee shall be assessed against the owner. No owner may waive or otherwise escape or excuse himself or herself from liability for the assessments provided for

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herein because of non-use of the Common Areas or abandonment of his or her building site.

7. Subordination of the Lien and Mortgages—The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage sale or transfer of any building site pursuant to mortgage foreclosure shall extinguish the lien of such assessments as to payments which come due prior to such sale. No sale or transfer shall relieve any subsequent owner from the lien thereof.
8. Scope of Assessments—The assessments provided for herein shall be made solely for the purpose of defraying the costs of the Association in connection with the Common Areas and recreational areas.

## ARTICLE VII

### M E M B E R S H I P A N D V O T I N G R I G H T S

1. Every owner of a building site is subject to assessment and shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any building site which is subject to assessment.
2. The Association shall have one (1) class of voting membership, and each owner of a building site shall be entitled to one (1) vote. When more than one person owns an interest in one (1) building site, all such persons shall be members of the Association. The vote shall be exercised as they among themselves determine, and in no event shall more than one (1) vote be cast with respect to any one (1) building site. If an owner owns more than one building site, he or she shall have as many votes as sites owned.

## ARTICLE VIII

### D E D I C A T I O N O F C O M M O N A R E A S

1. The Association on the vote of two-thirds (2/3) of its members reserves the right to make a public dedication of all or a part of the Common Areas for streets and public use and to dedicate public utility easements in the Common Areas.

## ARTICLE IX

### E X T E R I O R M A I N T E N A N C E

1. Each owner, whether resident or non-resident of any lot(s), developed or undeveloped building site, shall be responsible for the care, cleanliness, upkeep, preservation, maintenance and repair of his or her premises and the improvements situated thereon, including but not limited to house, buildings, yard, fences, shrub(s), tree(s) in accordance with reasonable standards. Any dispute regarding the interpretation or enforcement shall be within the authority of and resolved by majority vote of the Glynnwood Board of Directors.

## ARTICLE X

### A R C H I T E C T U R A L C O N T R O L

1. All plans and specifications for any building, swimming pool, fence or other structure whatsoever to be erected on any lot or part of said property; also the proposed location thereof on any building site or sites, the roofs and exterior color schemes thereof, any changes or additions thereto after initial approval thereof,

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and any remodeling, reconstruction, alteration, or additions to any building or other structure on any building site or part of said property shall be subject to, and shall require, approval in writing by the Architectural Committee before any such work is commenced or done.

2. In order to avoid unnecessary hardships, it is mandatory that all owners contemplating works of construction, improvements, etc., shall submit in duplicate, to the Architectural Committee at the outset, preliminary drawings, in order to obtain approval thereof, before causing preparation of detailed or complete drawings, plans or specifications or incurring substantial expense in that regard. One set of revised plans, after all necessary changes, is to be resubmitted to the Architectural Committee prior to any construction of a permanent nature begins.
3. Before anyone shall commence the construction, reconstruction, remodeling, addition or alteration of any building, swimming pool, wall, fence or other structure whatsoever, there shall be submitted to the Architectural Committee two (2) sets of plans and specifications for said improvement, the erection or alteration of which is desired, and no such structure or improvement of any kind shall be erected, altered, placed or maintained upon any building site unless, and until, the final plans, elevations and specifications thereof have received such written approval as herein provided. Such plans shall include a plot plan showing the location of the building site or property in question for the building, wall, fence or other structure proposed to be constructed, altered, placed or maintained together with the proposed color scheme for roofs and exterior thereof.
4. The Architectural Committee shall approve or disapprove plans, specifications and details within seven (7) days from the receipt thereof. One set of said plans and specifications and details with the approval or disapproval endorsed thereon, shall be returned to the person submitting same; and the other copy thereof shall be retained by the Architectural Committee. In the event there is no action to approve or disapprove such plans and specifications and details within seven (7) days after delivery hereof to the Architectural Committee, and no action has been instituted to enjoin the doing of the proposed work, the provisions requiring approval of plans shall be deemed waived.
5. The Architectural Committee shall have the right to disapprove any plans, specifications or details submitted to it as aforesaid in the event such plans, specifications and details are not in accordance with all of the provisions of the Declaration, if the design or color scheme of the proposed building or other structure is not in harmony with the general surrounding of such building site or with the adjacent buildings or structures, if the plans and specifications submitted are incomplete, or if in the event the Architectural Committee deems the plans, specifications or details or any part thereof to be contrary to the spirit or intent of these conditions and restrictions, or contrary to the interests, welfare or rights of all or part of the real property subject hereto, or the members of the Association, or of the adjacent property owners, all in the sole and uncontrolled discretion of the Board of Directors. The decision of the Board of Directors shall be final.
6. Neither the Architectural Committee nor any architect or agent of the Association shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structure or other defects in any work done according to such plans or such specifications.
7. No buildings or improvements of any kind constructed or placed upon any of said building sites thereafter should be moved without the prior written approval of the Architectural Committee.

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ARTICLE XI

VARIANCE

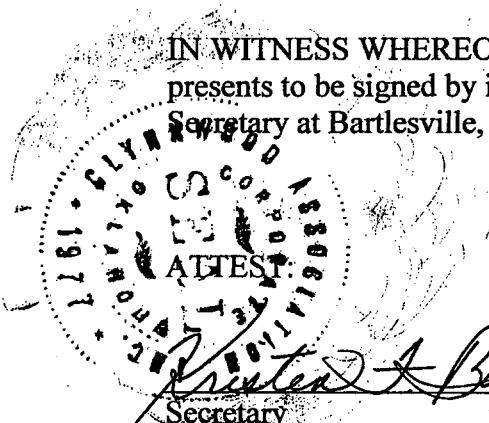
1. The Board of Directors may allow reasonable variances and adjustments of these condition and restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the regulations contained herein, provided this may be done in conformity with the intent and purposes hereof and also provided in every instance that such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood.

ARTICLE XII

GENERAL PROVISIONS

1. Enforcement. The Association or any owner shall have the right to enforce by any proceeding at law, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
2. Severability Invalidation of any one of these covenants or restrictions by judgment or Court Order shall in no way affect any other provisions which shall remain in full force and effect.
3. Amendments. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which it shall automatically be extended for successive periods of ten (10) years. This Declaration may be amended by an instrument approved by not less than seventy-five (75) percent of building sites, or a minimum of sixty-two (62) in number. Any amendment must be recorded.

IN WITNESS WHEREOF, GLYNNWOOD ASSOCIATION, INC. has caused these presents to be signed by its President and the Corporate Seal to be affixed. Attested by its Secretary at Bartlesville, Oklahoma, this 29<sup>th</sup> day of May, 2002.



ATTEST:  
*Glenn Bonner*  
 Secretary

GLYNNWOOD ASSOCIATION, INC.

*D. Van Aulen*  
 President

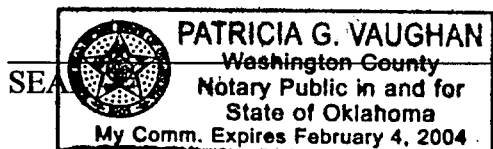
Return to: Glynnwood Assoc c/o Glenn Bonner  
 1804 Glynnwood Dr  
 Bartlesville OK 74006

STATE OF OKLAHOMA  
 COUNTY OF WASHINGTON

Before me, the undersigned, a Notary Public in and for said County and State, on this 29<sup>th</sup> day of May, 2002, personally appeared Dan Van Aulen, known to me to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and its attached Exhibits "A" and "B" as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act of such Corporation, for the uses and proposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My commission expires:



*Patricia G. Vaughan*  
 Notary Public

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EXHIBIT "A"

BY-LAWS

of

GLYNNWOOD ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the Corporation is GLYNNWOOD ASSOCIATION, INC. hereinafter referred to as the Association. The principal office of the Corporation shall be located at the place of residence of the then-current president of the Association. Meetings of members and directors may be held at such places as may be designated from time to time by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Glynnwood Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Owners' Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Areas" shall mean and refer to all real property as described in the Owners' Declaration of Covenants, Conditions and Restrictions which is subject to the common use and enjoyment of the owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map either by number or letter of the Properties with the exception of the Common Areas.

Section 5. "Parcel" shall mean and refer to any plot of land on which multiple building sites exist, and which, in the initial promotion of the Addition were intended to be sold as integral units for multiple family dwellings.

Section 6. "Building Site" shall mean and refer to one (1) Parcel, one (1) lot, or more than one (1) lot. For Lots number Twenty Two (22) through Forty Three (43) a Building Site shall not be less than one lot.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or Building Site which is part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. "Declaration" shall mean and refer to the Owners' Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the office of the County Clerk of Washington County, Oklahoma.

Section 9. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

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ARTICLE III

MEETINGS OF MEMBERS

Section 1. Annual Meetings - - The annual meeting of the members shall be held during the first two weeks of December, the exact date, time and place to be determined by the Board of Directors.

Section 2. Special Meetings - - Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of one-fourth (1/4) of the members entitled to vote.

Section 3. Notice of Meetings - - Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days, but not more than thirty (30) days, before such meetings (except as provided by the Declaration, Article VI, Section 5, for meetings involving special assessments to each member entitled to vote thereat) addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice.

Section 4. Quorum - - Fifty one (51) percent of the total votes of the membership, or 42 in actual number, represented by presence at the meeting or by written proxy held by another individual at the meeting, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. Proxies - - At all meetings of members each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number - - The affairs of this Association shall be managed by a Board of five (5) Directors, who may or may not be members of the Association. Spouses of members are eligible for election to the Board.

Section 2. Term of Office - - At each annual meeting the members shall elect the five (5) Directors for a term of one (1) year or until their successors are elected and qualified.

Section 3. Removal - - Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his or her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his or her predecessor.

Section 4. Compensation - - No Director shall receive compensation for any service he or she may render to the Association. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

Section 5. Action Taken Without a Meeting - - The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

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ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination - - Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairperson, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors at least thirty (30) days prior to each annual meeting of the members to serve for one (1) year. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members.

Section 2. Election - - Election to the Board of Directors shall be by secret written ballot. At such election the members and their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings - - Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall on a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings - - Special meetings of the Board of Directors shall be held when called by the President of the Association, or by two (2) Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum - - A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers - - The Board of Directors shall have the power

to:

- (a) Adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) Suspend the voting rights of a member during the period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed thirty (30) days for the infraction of published rules and regulations;
- (c) Exercise for the Association all power, duties and authority vested in or delegated to this Association and not reserved to the members by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;
- (d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive meetings of the Board of Directors; and
- (e) Employ a manager, a management company or independent contractor and such other employees as they deem necessary to perform the duties with respect to the operation of the property.

Section 2. Duties - - It shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;
- (b) Supervise all officers, agents, employees and independent contractors hired by the Association and to see that their duties are properly performed;
- (c) As more fully provided in the Declaration, to:
  - (i) Propose the amount of the annual assessment at least thirty (30) days in advance of each annual assessment period;
  - (ii) Send written notice of each assessment to every owner subject thereto at least fifteen (15) days in advance of each annual assessment period; and
  - (iii) Foreclose the lien against any property whose owner has not paid the appropriate assessment within thirty (30) days after the due date or to bring action at law against the owner personally obligated to pay same.
- (d) Issue, or cause an appropriate officer to issue, upon demand by any member, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of such certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) Procure and maintain adequate liability and hazard insurance on property owned by the Association; and
- (f) Cause the Common Areas and Recreation Area to be maintained.

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of the Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, a Treasurer and such other officers as the Board may from time to time by resolution create.

Section 2. Election of officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of the Association shall be elected annually by the Board of Directors, and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein.

BK 0973 PG 0170

DUOX 854 PAGE 2977

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 7. Multiple Offices. The offices of the Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of the other offices except in the case of the special offices created pursuant to Section 4. of this Article.

Section 8. Duties. The duties of the officers are as follows:

- (a) PRESIDENT - - The President shall preside at all meetings of the Board of Directors; shall see that Orders and Resolutions of the Board are carried out; shall sign all Leases, Mortgages, Deeds and other written instruments and shall co-sign all promissory notes.
- (b) VICE-PRESIDENT - - The Vice-President shall act in the place and stead of the President in the event of his or her absence or, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the Board.
- (c) SECRETARY - - The Secretary shall record the vote and keep the Minutes of all meetings and proceedings of the Board and of members; keep the Corporate Seal of the Association and affix it on all papers requiring said Seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as required by the Board.
- (d) TREASURER - - The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by Resolution of the Board of Directors; keep proper books of account; cause an audit to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members. At least quarterly each year the Treasurer shall furnish each Director with a list of checks drawn on the funds of the Association. Each list shall start where the previous one left off, shall list each check in numerical order, the amount of the check, the payee and a description of the goods or services for which the check was issued. The accuracy of such lists is to be confirmed in the annual audit.

#### ARTICLE IX

##### COMMITTEES

The Association shall appoint an Architectural Committee as provided in the Declaration and a Nominating Committee as provided in the By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

#### ARTICLE X

##### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal offices of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of the delinquency at the rate of ten (10) percent per annum, and the Association may bring an action at law against the property, and interest costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his or her building site.

ARTICLE XII

CORPORATE SEAL

The Association shall have a Seal in circular form having within its circumference the words: "GLYNNWOOD ASSOCIATION, INC".

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended at a regular or special meeting of the members of the Association by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall be the calendar year.

IN WITNESS WHEREOF, we, being all of the Directors of Glynnwood Association, Inc., have hereunto set our hands this 19 day of September, 1989.

James M. [Signature]  
Carol A. Lewter  
Virginia M. [Signature]  
[Signature]

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly elected and acting Secretary of Glynnwood Association, Inc., an Oklahoma corporation, and, that the foregoing By-Laws constitute the amended By-Laws of said Corporation, as duly adopted at a meeting of the Board of Directors thereof, held on the 19 day of September, 1989.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Corporation this 19 day of September, 1989.



Virginia M. [Signature]  
Secretary

BK 0973 PG 0172

BOOK 854 PAGE 2979

EXHIBIT "B"

<u>PARCEL</u>	<u>LOT OR LOTS</u>	<u>MAXIMUM NUMBER OF BLDG. SITES</u>	<u>BUILDING SITE NUMBER</u>
1	1	1	1
2	2 and part of 3	2	2 & 3
3	4 and part of 3	1	4
4	5	1	5
5	6 and part of 7	2	6 & 7
6	8 and part of 7	2	8 & 9
7	9 and part of 10	2	10 & 11
8	11 and part of 10	2	12 & 13
9	12	2	14 & 15
10	13 & 14	3	16, 17 & 18
11	15 and part of 16	2	19 & 20
12	17 and part of 16	2	21 & 22
13	18 & 19	3	23, 24 & 25
14	20 & 21	3	26, 27 & 28
15	44	2	29 & 30
16	45	2	31 & 32
17	46 and part of 47	2	33 & 34
18	Part of 47	2	35 & 36
19	48	2	37 & 38
20	49	2	39 & 40
21	50	2	41 & 42
22	51	2	43 & 44
23	52	2	45 & 46
24	53	2	47 & 48
25	Part of 54	2	49 & 50
26	55 and part of 54	2	51 & 52
-	56		-
27	57	Tennis Courts	53 & 54
28	58 and part of 59	2	55 & 56
29	Part of 59 and part of 60	2	57 & 58
30	61 and part of 60	2	59 & 60
	22	1	61
	23	1	62
	24	1	63
	25	1	64
	26	1	65
	27	1	66
	28	1	67
	29	1	68
	30	1	69
	31	1	70
	32	1	71
	33	1	72
	34	1	73
	35	1	74
	36	1	75
	37	1	76
	38	1	77
	39	1	78
	40	1	79
	41	1	80
	42	1	81
	43	1	82

BK 0973 PG 0173

DUOK 854 PAGE 2980

THE QUINTON ESCO MARTIN FAMILY TRUST  
BY QUINTON ESCO MARTIN, TRUSTEE

*Quinton Escó Martin*  
Trustee, Quinton Escó Martin  
Family Trust

LOT 1

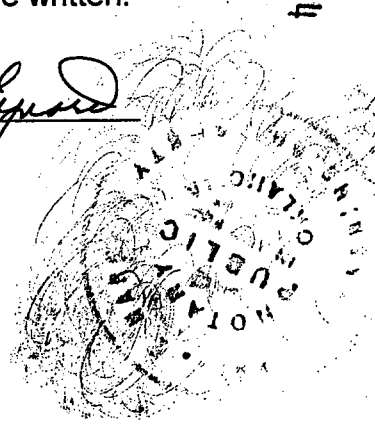
STATE OF OKLAHOMA )  
 )  
Washington County )

On this 29<sup>th</sup> day of May, 2002, before me, the undersigned, A Notary Public in and for said state, personally appeared Quinton Escó Martin and \_\_\_\_\_ to me known to be the identical person who executed the within, and foregoing instrument, and acknowledged to me that he executed same as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

November 13, 2004  
My Commission Expires

Mary J. Lyford  
Notary Public



Doc # 2002017707  
Bk 973  
Pg 159-229  
DATE 06/05/02 15:18:51  
Filing Fee \$153.00  
Documentary Tax \$0.00  
State of Oklahoma  
County of WASHINGTON  
WASHINGTON County Clerk  
M. PARRISH, WASHINGTON

*S Deal*

BK0973PG01-74



Kenneth C. Taylor, Trustee  
KENNETH C TAYLOR AND IRIS A TAYLOR LIVING TRUST  
BY KENNETH C TAYLOR, TRUSTEE

BY IRIS A TAYLOR, TRUSTEE

← Deceased - Oct, 1994

A PART OF LOT 2

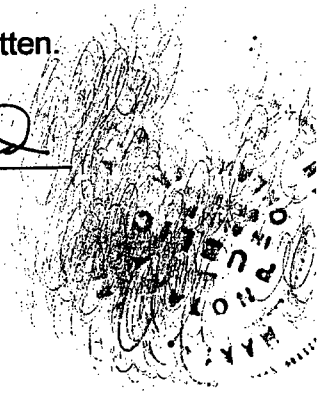
STATE OF OKLAHOMA )  
   )  
Washington County )

On this 29<sup>th</sup> day of May, 2004, before me, the undersigned, A Notary Public in and for said state, personally appeared Kenneth C. Taylor and \_\_\_\_\_ to me known to be the identical person who executed the within, and foregoing instrument, and acknowledged to me that he executed same as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

November 13, 2004  
My Commission Expires

Mary J. Cysard  
Notary Public



BK0973PG0175

John M Holliman III

DORSEY DREW HOLLIMAN REVOCABLE TRUST  
BY JOHN M HOLLIMAN III, TRUSTEE

A PART OF LOT 2 & A PART OF LOT 3

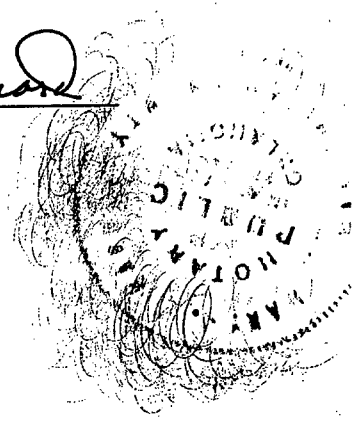
STATE OF OKLAHOMA )  
                                  )  
Washington County )

On this 29<sup>th</sup> day of May, 2001, before me, the undersigned, A Notary Public in and for said state, personally appeared John M. Holliman III and \_\_\_\_\_ to me known to be the identical person who executed the within, and foregoing instrument, and acknowledged to me that he executed same as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

November 13, 2004  
My Commission Expires

Mary J Lyndon  
Notary Public



BK0973PG0176

*Clifford C Nesselrode*

CLIFFORD C NESSELRODE

*Betty D. Nesselrode*

BETTY D NESSELRODE

LOT 4 & A PART OF LOT 3

STATE OF OKLAHOMA )

Washington County )

On this 29<sup>th</sup> day of May, 2001, before me, the undersigned, A Notary Public in and for said state, personally appeared Clifford Nesselrode and Betty D. Nesselrode to me known to be the identical persons who executed the within, and foregoing instrument, and acknowledged to me that they executed same as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

November 13, 2004  
My Commission Expires

Mary J Eyrard  
Notary Public



BK0973PG0177

KATHRYN S PETERS TRUST  
BY KATHRYN S PETERS

Kathryn S. Peters

LOT 5

STATE OF OKLAHOMA )  
Washington County )

On this 29<sup>th</sup> day of May, 2001, before me, the undersigned, A Notary Public in and for said state, personally appeared Kathryn S. Peters and \_\_\_\_\_ to me known to be the identical person who executed the within, and foregoing instrument, and acknowledged to me that she executed same as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

November 13, 2004  
My Commission Expires

Mary J. Eynard  
Notary Public



BK0973PG0178

THE BARNEY VIGNOVICH AND JANET VIGNOVICH FAMILY TRUST  
BY Barney Vignovich TRUSTEE

A PART OF LOT 7 & A PART OF LOT 6

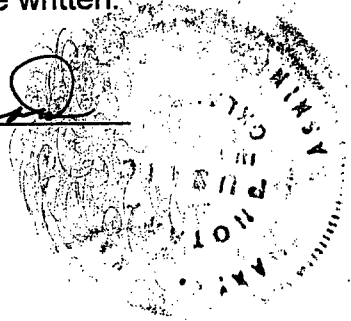
STATE OF OKLAHOMA )  
 )  
Washington County )

On this 8<sup>th</sup> day of APRIL, 2001, before me, the undersigned, A Notary Public in and for said state, personally appeared Barney Vignovich and \_\_\_\_\_ to me known to be the identical persons who executed the within, and foregoing instrument, and acknowledged to me that he executed same as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

November 13, 2004  
My Commission Expires

Mary J. Lynn  
Notary Public



BK0973PG0179

William J Raguson  
WILLIAM J RAGUSON

Rita F Childers  
RITA F CHILDERS

A PART OF LOT 7 & ALL OF LOT 8

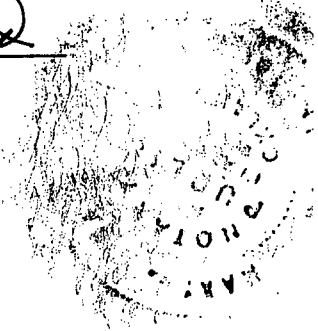
STATE OF OKLAHOMA )  
Washington County )

On this 29<sup>th</sup> day of May, 2001, before me, the undersigned, A Notary Public in and for said state, personally appeared William J Raguson and Rita F Childers to me known to be the identical persons who executed the within, and foregoing instrument, and acknowledged to me that they executed same as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

November 13, 2004  
My Commission Expires

Mary J Conrad  
Notary Public



BK0973PG01801

VELMA TURNQUIST BEISSER TRUST,  
VELMA T BEISSER, TRUSTEE

X Velma T. Beisser

A PART OF LOT 9

STATE OF OKLAHOMA )  
Washington County )

On this 29<sup>th</sup> day of May, 2002, before me, the undersigned, A Notary Public in and for said state, personally appeared Velma T. Beisser and \_\_\_\_\_ to me known to be the identical person who executed the within, and foregoing instrument, and acknowledged to me that she executed same as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

November 13, 2004  
My Commission Expires

Mary J. Lynn  
Notary Public



BK0973PG0181

MARIE P FREIBERGER

*Marie P. Freiberg*

A PART OF LOT 9 & A PART OF LOT 10

STATE OF OKLAHOMA )  
 )  
Washington County )

On this 29<sup>th</sup> day of May, 2001, before me, the undersigned, A Notary Public in and for said state, personally appeared Marie P. Freiberg and \_\_\_\_\_ to me known to be the identical person who executed the within, and foregoing instrument, and acknowledged to me that she executed same as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

November 13, 2004  
My Commission Expires

Mary J. Eyrard  
Notary Public



BK0973PG0182



DOROTHY GLYNN ADAMS TRUST  
BY DOROTHY GLYNN ADAMS, TRUSTEE

*Dorothy Glynn Adams*

LOT 12

STATE OF OKLAHOMA )  
Washington County )

On this 11<sup>th</sup> day of April, 2002, before me, the undersigned, A Notary Public in and for said state, personally appeared Dorothy Glynn Adams and \_\_\_\_\_ to me known to be the identical person who executed the within, and foregoing instrument, and acknowledged to me that she executed same as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

4-22-02  
My Commission Expires

November 13, 2004

*Frances O. David*  
Notary Public  
*Mary J. Eyras*



BK0973 PG0183

Gail A. Nelson Richardson  
GAIL A NELSON

Raymond C Richardson  
RAYMOND C RICHARDSON

A PART OF LOT 13 & A PART OF LOT 14

STATE OF OKLAHOMA )  
                                  )  
Washington County    )

On this 29<sup>th</sup> day of May, 2004, before me, the undersigned, A Notary Public in and for said state, personally appeared Gail A Nelson and Raymond C Richardson to me known to be the identical person s who executed the within, and foregoing instrument, and acknowledged to me that ~~they~~ executed same as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

November 13, 2007  
My Commission Expires

Mary J Eyrard  
Notary Public



BK 0973 PG 0184

David A. Novak

DAVID ANDREW NOVAK

Charlene A. Novak

CHARLENE ANN NOVAK

LOT 15 & A PART OF LOT 16

STATE OF OKLAHOMA )

Washington County )

On this 29<sup>th</sup> day of May, 2004, before me, the undersigned, A Notary Public in and for said state, personally appeared David Andrew Novak and Charlene Ann Novak to me known to be the identical person s who executed the within, and foregoing instrument, and acknowledged to me that ~~they~~ executed same as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

November 13, 2004  
My Commission Expires

Mary J. Egan  
Notary Public



BK0973PG0185

James H Hankins  
JAMES H HANKINS

Manon D. Hankins  
MANON D HANKINS

A PART OF LOT 17

STATE OF OKLAHOMA )  
Washington County )

On this 29<sup>th</sup> day of May, 2004, before me, the undersigned, A Notary Public in and for said state, personally appeared James H. Hankins and Manon D. Hankins to me known to be the identical persons who executed the within, and foregoing instrument, and acknowledged to me that they executed same as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

November 13, 2004  
My Commission Expires

Mary J Eyrard  
Notary Public



BK0973PG0186

Noel F. McGee

NOEL F MCGEE

NOEL

Sara J. McGee

SARA J MCGEE

A PART OF LOT 18 & A PART OF LOT 19

STATE OF OKLAHOMA )  
Washington County )

On this 29<sup>th</sup> day of May, 2002, before me, the undersigned, A Notary Public in and for said state, personally appeared Noel F. McGee and Sara J. McGee to me known to be the identical persons who executed the within, and foregoing instrument, and acknowledged to me that they executed same as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

November 13, 2004  
My Commission Expires

Mary J. Eyrud  
Notary Public



BK0973P60187

BRUCE ALAN PEABODY

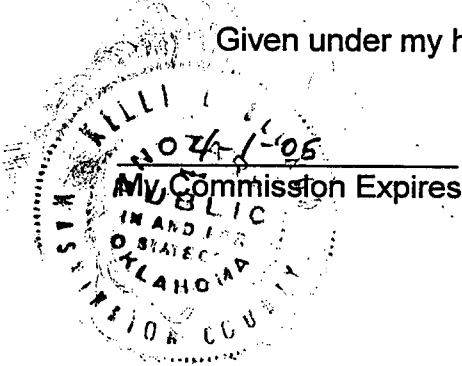
JEANNETTE BEEGHLY PEABODY  
JEANNETTE BEEGHLY PEABODY

A PART OF LOT 19

STATE OF OKLAHOMA )  
Washington County )

On this 15th day of April, ~~2004~~<sup>2002</sup>, before me, the undersigned, A Notary Public in and for said state, personally appeared Bruce A. Peabody and Jeannette B. Peabody to me known to be the identical persons who executed the within, and foregoing instrument, and acknowledged to me that they executed same as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.



Kelli Z. Blanton  
Notary Public

BK 0973 PG 0188

Gerald R Barnett  
GERALD R BARNETT

A PART OF LOT 20

STATE OF OKLAHOMA )  
Washington County )

On this 29<sup>th</sup> day of May, 2004, before me, the undersigned, A Notary Public in and for said state, personally appeared Gerald R. Barnett and \_\_\_\_\_ to me known to be the identical person who executed the within, and foregoing instrument, and acknowledged to me that he executed same as his free and voluntary act for the uses and purposes therein set forth.


Given under my hand and seal of office the day and year above written.


November 13, 2004  
My Commission Expires

Mary J Lyndon  
Notary Public



BK0973PG0189

  
ERIC JFU

  
JEAN JFU

A PART OF LOT 20 & A PART OF LOT 21

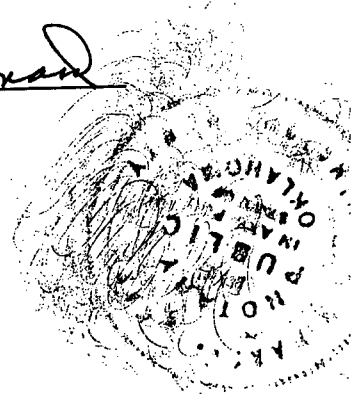
STATE OF OKLAHOMA )  
Washington County )

On this 29th day of May, 2001, before me, the undersigned, A Notary Public in and for said state, personally appeared Eric J. JFU and Jean J. JFU to me known to be the identical person ~~who~~ executed the within, and foregoing instrument, and acknowledged to me that ~~they~~ executed same as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

November 13, 2004  
My Commission Expires

Mary J. Eyrad  
Notary Public



BK0973P60190



WANNAJEAN E BROOKBY REVOCABLE TRUST  
BY WANNAJEAN E BROOKBY, TRUSTEE

*Wannajan E. Brookby*

PART OF LOT 21

STATE OF OKLAHOMA )  
 )  
Washington County )

On this 29<sup>th</sup> day of May, 2002, before me, the undersigned, A Notary Public in and for said state, personally appeared Wannajan E. Brookby and \_\_\_\_\_ to me known to be the identical person who executed the within, and foregoing instrument, and acknowledged to me that she executed same as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

November 13, 2004  
My Commission Expires

Mary J. Lyman  
Notary Public



BK 0973 PG 0191

Guy E Sutherland  
GUY E SUTHERLAND

Claire I Sutherland  
CLAIRE I SUTHERLAND

LOT 22

STATE OF OKLAHOMA )  
Washington County )

On this 29<sup>th</sup> day of May, 2001, before me, the undersigned, A Notary Public in and for said state, personally appeared Guy E. Sutherland and Claire I. Sutherland to me known to be the identical persons who executed the within, and foregoing instrument, and acknowledged to me that ~~they~~ executed same as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

November 13, 2004  
My Commission Expires

Mary J. Eyrard  
Notary Public



BK 0973 PG 0192

*John R. Smithson, Jr.*  
JOHN R SMITHSON, JR., MD  
*Jayne E. Smithson*  
JAYNE E SMITHSON

LOT 23

STATE OF OKLAHOMA )  
                                  )  
Washington County )

On this 8<sup>th</sup> day of APRIL, 2001, before me, the undersigned, A Notary Public in and for said state, personally appeared Jayne Smithson and DR John Smithson JR to me known to be the identical person S who executed the within, and foregoing instrument, and acknowledged to me that they executed same as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

Feb 28, 2006  
My Commission Expires

*Lynne M. Garrett*  
Notary Public



BK0973PG0193

Wanda F. Dominguez  
WANDA F DOMINGUEZ TRUST  
BY WANDA F DOMINGUEZ, TRUSTEE  
Wanda F. Dominguez

LOT 24

STATE OF OKLAHOMA )  
Washington County )

On this 29<sup>th</sup> day of May, 2001, before me, the undersigned, A Notary Public in and for said state, personally appeared Wanda F. Dominguez and \_\_\_\_\_ to me known to be the identical person \_\_\_\_\_ who executed the within. and foregoing instrument, and acknowledged to me that she executed same as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

November 13, 2004  
My Commission Expires

Mary J Eynard  
Notary Public



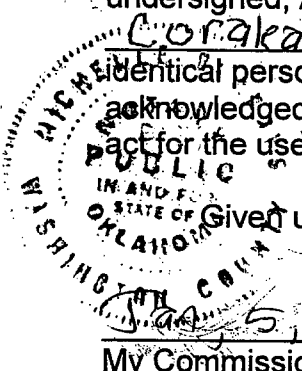
BK 0973 PG 0194

Coralea Bowerman  
CORALEA BOWERMAN TRUST  
BY CORALEA BOWERMAN, TRUSTEE

LOT 26

STATE OF OKLAHOMA )  
Washington County )

On this 9 day of April, 2001, before me, the undersigned, A Notary Public in and for said state, personally appeared Coralea Bowerman to me known to be the identical person who executed the within, and foregoing instrument, and acknowledged to me that SHE executed same as Her free and voluntary act for the uses and purposes therein set forth.



Given under my hand and seal of office the day and year above written.

May 5, 2005  
My Commission Expires

Michelle Bunnell  
Notary Public

BK0973PG0195

Ruth Moser Trust  
RUTH MOSER TRUST  
BY RUTH MOSER, TRUSTEE  
Ruth C Moser

LOT 27 & A PART OF LOT 50

STATE OF OKLAHOMA )  
Washington County )

On this 29<sup>th</sup> day of May, 2004, before me, the undersigned, A Notary Public in and for said state, personally appeared Ruth C Moser and \_\_\_\_\_ to me known to be the identical person who executed the within, and foregoing instrument, and acknowledged to me that she executed same as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

November 13, 2004  
My Commission Expires

Mary J Egnard  
Notary Public



BK0973PG0196

Glenn F Bonner  
GLENN F BONNER

Kristen F. Bonner  
KRISTEN F BONNER

LOT 29

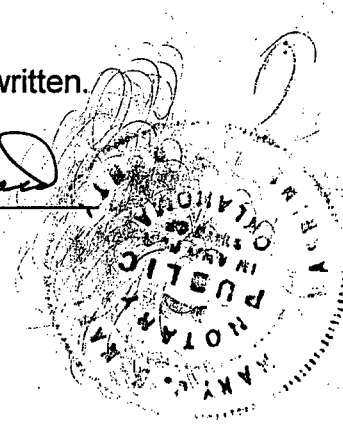
STATE OF OKLAHOMA )  
Washington County )

On this 29<sup>th</sup> day of May, 2004, before me, the undersigned, A Notary Public in and for said state, personally appeared Glenn F. Bonner and Kristen F. Bonner to me known to be the identical persons who executed the within, and foregoing instrument, and acknowledged to me that they executed same as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

November 13, 2004  
My Commission Expires

Mary J. Equad  
Notary Public



BK 0973 PG 0197

Thomas B. Preston

Ann D. Preston

LOT 30

STATE OF OKLAHOMA )  
Washington County )

On this 29<sup>th</sup> day of May, 2001, before me, the undersigned, A Notary Public in and for said state, personally appeared Thomas B. Preston and Ann D. Preston to me known to be the identical person s who executed the within, and foregoing instrument, and acknowledged to me that they executed same as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

November 13, 2004  
My Commission Expires

Mary J. Egan  
Notary Public



BK0973PG0198



Jolly D Backer  
JOLLY D BACKER

Jacqueline Backer  
JACQUELINE BACKER

LOT 31

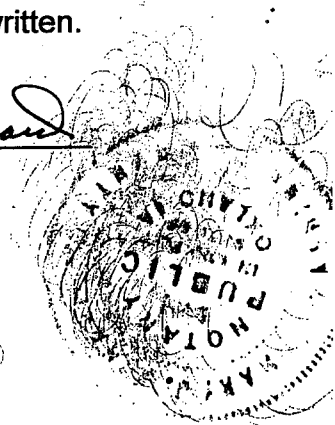
STATE OF OKLAHOMA )  
Washington County )

On this 29<sup>th</sup> day of May, 2001, before me, the undersigned, A Notary Public in and for said state, personally appeared Jolly D. Backer and Jacqueline Backer to me known to be the identical person s who executed the within, and foregoing instrument, and acknowledged to me that they executed same as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

November 13, 2004  
My Commission Expires

Mary J Eyrand  
Notary Public



BK 0913 PG 0199

*Claudette L Pratt*  
CLAUDETTE L PRATT TRUST  
BY CLAUDETTE L PRATT, CO-TRUSTEE  
*Donald J Pratt*  
BY DONALD J PRATT CO-TRUSTEE

LOT 33

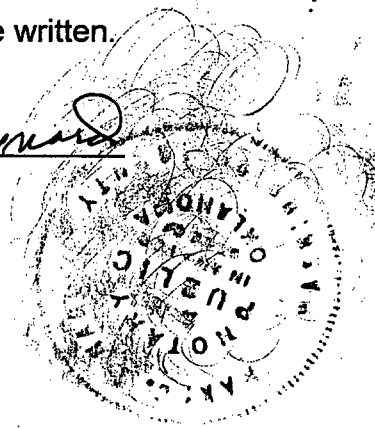
STATE OF OKLAHOMA )  
Washington County )

On this 29<sup>th</sup> day of May, 2001, before me, the undersigned, A Notary Public in and for said state, personally appeared Claudette L. Pratt and Donald J. Pratt to me known to be the identical person s who executed the within, and foregoing instrument, and acknowledged to me that they executed same as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

November 13, 2004  
My Commission Expires

Mary J Eymard  
Notary Public



BK0973P60200

Charles D. Parsons  
CHARLES D PARSONS

Jeanalee Parsons  
JEANALEE P PARSONS

LOT 34

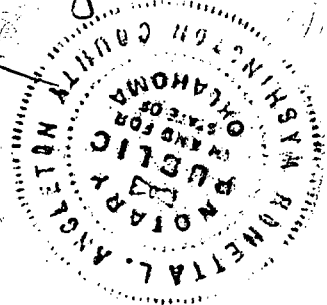
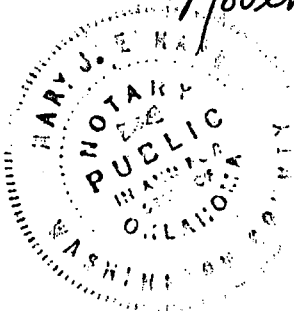
STATE OF OKLAHOMA )  
Washington County )

On this 19<sup>th</sup> day of April, <sup>2002</sup>2001, before me, the undersigned, A Notary Public in and for said state, personally appeared Charles D. Parsons and Jeanalee Parsons to me known to be the identical persons who executed the within, and foregoing instrument, and acknowledged to me that they executed same as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

Mar 21, 2006  
My Commission Expires  
November 13, 2007

Ronetta L. Angleton  
Notary Public  
Mary J. Lynn



BK0973PG0201

Rufus Y. Bandy  
RUFUS Y BANDY

Edith M. Bandy  
EDITH M BANDY

AS JOINT TENANTS AND NOT AS  
TENANTS IN COMMON

LOT 36

STATE OF OKLAHOMA )

Washington County )

On this 29<sup>th</sup> day of May, 2001, before me, the undersigned, A Notary Public in and for said state, personally appeared Rufus Y. Bandy and Edith M Bandy to me known to be the identical persons who executed the within, and foregoing instrument, and acknowledged to me that they executed same as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

November 13, 2004  
My Commission Expires

Mary J. Eppard  
Notary Public



BK0973PG0202

James A. Buckley  
JAMES A BUCKLEY

Gloria Diffenderfer Buckley  
GLORIA DIFFENDERFER BUCKLEY

LOT 37

STATE OF OKLAHOMA )

Washington County )

On this 29<sup>th</sup> day of May, 2001, before me, the undersigned, A Notary Public in and for said state, personally appeared James A. Buckley and Gloria Diffenderfer Buckley to me known to be the identical persons who executed the within, and foregoing instrument, and acknowledged to me that they executed same as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

November 13, 2004  
My Commission Expires

Mary J. Egan  
Notary Public



BK0913PG0203

R JANE POLSON TRUST  
BY R JANE POLSON, TRUSTEE

R. Jane Polson

LOT 41

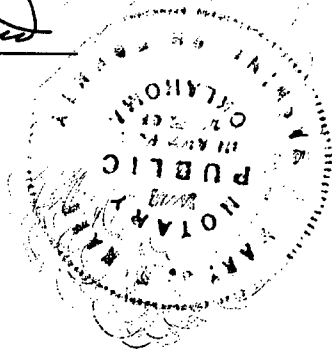
STATE OF OKLAHOMA )  
Washington County )

On this 29<sup>th</sup> day of May, 2001, before me, the undersigned, A Notary Public in and for said state, personally appeared R. Jane Polson and \_\_\_\_\_ to me known to be the identical person who executed the within, and foregoing instrument, and acknowledged to me that ~~she~~ executed same as hers free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

November 13, 2004  
My Commission Expires

Mary J. Groat  
Notary Public



BK0973PG0204

WALTER R EVANS TRUST  
BY WALTER R EVANS, TRUSTEE

Walter R Evans

LOT 42

STATE OF OKLAHOMA )  
 )  
Washington County )

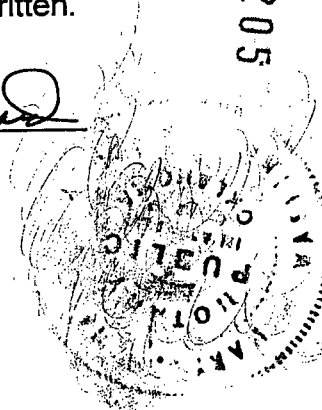
On this 29<sup>th</sup> day of May, 2002, before me, the undersigned, A Notary Public in and for said state, personally appeared Walter R. Evans and \_\_\_\_\_ to me known to be the identical person who executed the within, and foregoing instrument, and acknowledged to me that he executed same as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

November 13, 2004  
My Commission Expires

Mary J Eyrud  
Notary Public

BK0973PG0205



JOYCE JOHNSON DEFEHR TRUST  
BY JOYCE JOHNSON DEFEHR, TRUSTEE

*Joyce Johnson Defehr, Trustee*

LOT 43

STATE OF OKLAHOMA )  
Washington County )

On this 29<sup>th</sup> day of May, 2001, before me, the undersigned, A Notary Public in and for said state, personally appeared Joyce Johnson Defehr and \_\_\_\_\_ to me known to be the identical person who executed the within, and foregoing instrument, and acknowledged to me that she executed same as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

November 13, 2004  
My Commission Expires

Mary J. Eyrard  
Notary Public



BK0973PG0206



John C. Mihm  
JOHN C MIHM

Janet E. Mihm  
JANET E MIHM

LOT 44 & A PART OF LOT 57

STATE OF OKLAHOMA )  
Washington County )

On this 29<sup>th</sup> day of May, 2001, before me, the undersigned, A Notary Public in and for said state, personally appeared John C. Mihm and Janet E. Mihm to me known to be the identical persons who executed the within, and foregoing instrument, and acknowledged to me that they executed same as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

November 13, 2004  
My Commission Expires

Mary J. Lynn  
Notary Public



BK0973PG0207

Bette A. Van Horn  
BETTE A VANHORN

A PART OF LOT 45

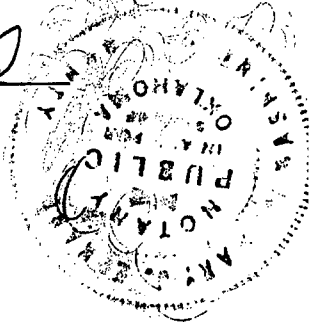
STATE OF OKLAHOMA )  
Washington County )

On this 29<sup>th</sup> day of May, 2001, before me, the undersigned, A Notary Public in and for said state, personally appeared Bette A. Van Horn and \_\_\_\_\_ to me known to be the identical person who executed the within, and foregoing instrument, and acknowledged to me that she executed same as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

November 13, 2004  
My Commission Expires

Mary J. Egan  
Notary Public



BK0973PG0208

NORMA L. GODARD REV TRUST  
BY NORMA L GODARD, TRUSTEE

*Norma L. Godard Rev Trust  
by Norma L. Godard, Trustee*

PART OF LOT 46

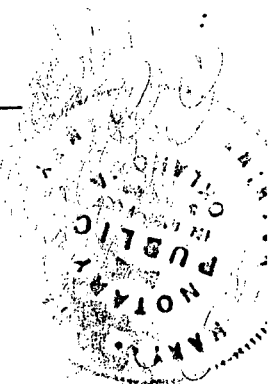
STATE OF OKLAHOMA )  
Washington County )

On this 29<sup>th</sup> day of May, 2002, before me, the undersigned, A Notary Public in and for said state, personally appeared Norma L. Godard and \_\_\_\_\_ to me known to be the identical person who executed the within, and foregoing instrument, and acknowledged to me that she executed same as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

November 13, 2004  
My Commission Expires

Mary J. Lyvood  
Notary Public



BK 0973 PG 0209

Frances L. Ellis

THE FRANCES L ELLIS REVOCABLE TRUST  
BY FRANCES L ELLIS, CO-TRUSTEE

Harold L. Ellis

HAROLD L ELLIS, CO-TRUSTEE

A PART OF LOT 45

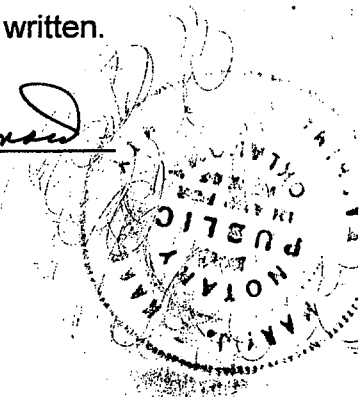
STATE OF OKLAHOMA )  
 )  
Washington County )

On this 29<sup>th</sup> day of May, 2001, before me, the undersigned, A Notary Public in and for said state, personally appeared Frances L. Ellis and Harold L. Ellis to me known to be the identical persons who executed the within, and foregoing instrument, and acknowledged to me that ~~they~~ executed same as them free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

November 13, 2004  
My Commission Expires

Marg J. Egan  
Notary Public



BK 0973 PG 0210

Johnny F Presnell Trustee  
JOHNNY F PRESNELL REV TRUST / 4-10-01  
TRUSTEE

PART OF LOT 46

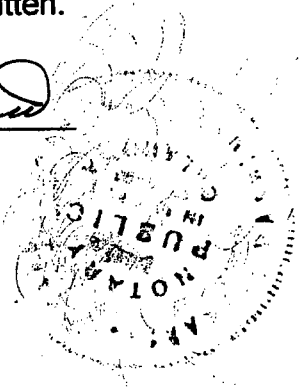
STATE OF OKLAHOMA )  
Washington County )

On this 29th day of May, 2001, before me, the undersigned, A Notary Public in and for said state, personally appeared Johnny F Presnell and \_\_\_\_\_ to me known to be the identical person who executed the within, and foregoing instrument, and acknowledged to me that he executed same as see free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

November 13, 2004  
My Commission Expires

Mary J Lynn  
Notary Public



BK0973PG0214

Donald E. Berger

DONALD E BERGER

Alice Lynn Berger

ALICE LYNN BERGER

A PART OF LOT 47

STATE OF OKLAHOMA )  
Washington County )

On this 29<sup>th</sup> day of May, 2001, before me, the undersigned, A Notary Public in and for said state, personally appeared Donald E. Berger and Alice Lynn Berger to me known to be the identical persons who executed the within, and foregoing instrument, and acknowledged to me that they executed same as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

November 13, 2004  
My Commission Expires

Mary J. Egan  
Notary Public



BK0973PG0212

William E. Barr  
WILLIAM E BARR

Phyllis R. Barr  
PHYLLIS R BARR

LOT 48

STATE OF OKLAHOMA )  
                                      )  
Washington County   )

On this 29th day of May, 2001, before me, the undersigned, A Notary Public in and for said state, personally appeared William E. Barr and Phyllis R. Barr to me known to be the identical persons who executed the within, and foregoing instrument, and acknowledged to me that ~~he~~ executed same as Their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

November 13, 2004  
My Commission Expires

Mary J. Cynad  
Notary Public



BK 0973 PG 0213

*Donna M. Freiburger Trust*  
DONNA M FREIBURGER TRUST  
BY DONNA M FREIBURGER, TRUSTEE  
*Donna M. Freiburger, Trustee*

A PART OF LOT 49

STATE OF OKLAHOMA )  
Washington County )

On this 29<sup>th</sup> day of May, 2004, before me, the undersigned, A Notary Public in and for said state, personally appeared Donna M. Freiburger and \_\_\_\_\_ to me known to be the identical person who executed the within, and foregoing instrument, and acknowledged to me that she executed same as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

November 13, 2004  
My Commission Expires

Mary J. Egan  
Notary Public



BK 0973 PG 0214



Marcia M. Zervas, Trustee  
THE MARCIA M ZERVAS TRUST  
BY MARCIA M ZERVAS, TRUSTEE  
Marcia M. Zervas, Trustee

PART OF LOT 49

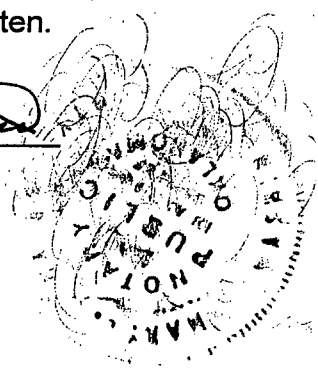
STATE OF OKLAHOMA )  
Washington County )

On this 29<sup>th</sup> day of May, 2001, before me, the undersigned, A Notary Public in and for said state, personally appeared Marcia M Zervas and \_\_\_\_\_ to me known to be the identical person who executed the within, and foregoing instrument, and acknowledged to me that she executed same as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

November 13, 2004  
My Commission Expires

Mary J Eyrard  
Notary Public



BK0973P60215

Ellis E. Reinhardt  
ELLIS E REINHARDT

Philetha Joy Reinhardt  
PHILETHA JOY REINHARDT

A PART OF LOT 50

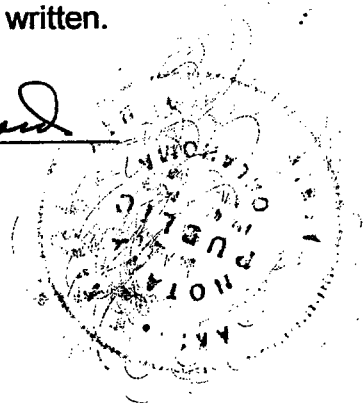
STATE OF OKLAHOMA )  
Washington County )

On this 29<sup>th</sup> day of May, 2001, before me, the undersigned, A Notary Public in and for said state, personally appeared Ellis E Reinhardt and Philetha Joy Reinhardt to me known to be the identical person s who executed the within, and foregoing instrument, and acknowledged to me that they executed same as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

November 13, 2004  
My Commission Expires

Mary J. Lynn  
Notary Public



BK0973PG0216

H. Dale Schimpf  
H DALE SCHIMPF

N HALF OF LOT 51

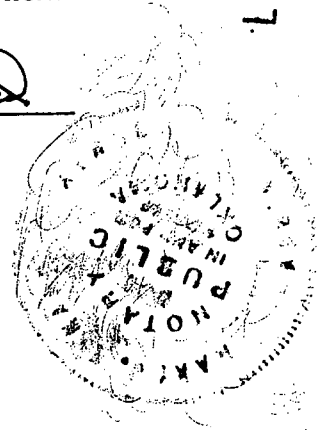
STATE OF OKLAHOMA )  
Washington County )

On this 29<sup>th</sup> day of May, 2001, before me, the undersigned, A Notary Public in and for said state, personally appeared H. Dale Schimpf and \_\_\_\_\_ to me known to be the identical person who executed the within, and foregoing instrument, and acknowledged to me that he executed same as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

November 13, 2004  
My Commission Expires

Mary J. Egan  
Notary Public



BK0973PG0217

Anne Lee Evans

THE ANNE LEE EVANS REVOCABLE TRUST  
BY ANNE LEE EVANS, CO-TRUSTEE

Robert Raphael Evans

ROBERT RAPHAEL EVANS, CO-TRUSTEE

A PART OF LOT 53

STATE OF OKLAHOMA )  
 )  
Washington County )

On this 29<sup>th</sup> day of May, 2002, before me, the undersigned, A Notary Public in and for said state, personally appeared Anne Lee Evans and Robert Raphael Evans to me known to be the identical person S who executed the within, and foregoing instrument, and acknowledged to me that they executed same as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

November 13, 2004  
My Commission Expires

Mary J. Eyrard  
Notary Public



BK0973PG0218

Cheryl L. Thrasher  
CHERYL L THRASHER

A PART OF LOT 54

STATE OF OKLAHOMA )  
Washington County )

On this 3 day of April, 2001, before me, the undersigned, A Notary Public in and for said state, personally appeared Cheryl L. Thrasher and \_\_\_\_\_ to me known to be the identical person who executed the within, and foregoing instrument, and acknowledged to me that she executed same as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

November 13, 2004  
My Commission Expires

Mary J. Egan  
Notary Public

BK0973Pg0219  
NOTARY PUBLIC  
WASHINGTON COUNTY  
OKLAHOMA

Daniel D. V. - AUK

DANIEL D VAN AUKEN

Peggy S. Van Auker  
PEGGY S VAN AUKEN

A PART OF LOT 54

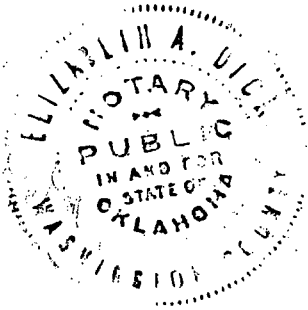
STATE OF OKLAHOMA )  
Washington County )

On this 5th day of April, 2001, before me, the undersigned, A Notary Public in and for said state, personally appeared Daniel D. Van Auker and Peggy S. Van Auker to me known to be the identical person s who executed the within, and foregoing instrument, and acknowledged to me that they executed same as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

My Commission Expires Apr. 24, 2005.  
My Commission Expires

Elizabeth A. Dick  
Notary Public



BK0973PG0220

Brooks D. Bennett  
Brooks D. Bennett

Angelyn Bennett  
Angelyn Bennett

A PART OF LOT 55

STATE OF OKLAHOMA )  
Washington County )

On this 29<sup>th</sup> day of May, 2002, before me, the undersigned, A Notary Public in and for said state, personally appeared Brooks D. Bennett and Angelyn Bennett to me known to be the identical persons who executed the within, and foregoing instrument, and acknowledged to me that they executed same as them free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

November 13, 2004  
My Commission Expires

Mary J. Eysa  
Notary Public



BK0973PG0221

BRADFORD G WARREN & SUZANNE G WARREN FAMILY TRUST BY

Bradford G Warren  
BRADFORD G WARREN, TRUSTEE

Suzanne G Warren  
SUZANNE G WARREN, TRUSTEE

PART OF LOT 55

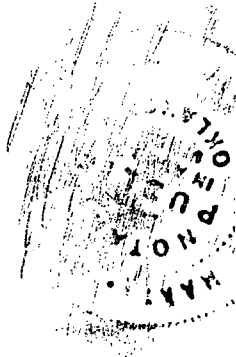
STATE OF OKLAHOMA )  
Washington County )

On this 29<sup>th</sup> day of May, 2001, before me, the undersigned, A Notary Public in and for said state, personally appeared Bradford G Warren and Suzanne G Warren to me known to be the identical person S who executed the within, and foregoing instrument, and acknowledged to me that they executed same as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

November 13, 2004  
My Commission Expires

Mary J. Cyrod  
Notary Public



BK0973PG0222



AGMUND K THORSRUD IRREV. TRUST  
BY Agmund K. Thorsrud, TRUSTEE

A PART OF LOT 57

STATE OF OKLAHOMA )  
Washington County )

On this 29<sup>th</sup> day of May, 2002, before me, the undersigned, A Notary Public in and for said state, personally appeared Agmund K. Thorsrud and \_\_\_\_\_ to me known to be the identical person who executed the within, and foregoing instrument, and acknowledged to me that he executed same as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

November 13, 2007  
My Commission Expires

Mary J. Lynn  
Notary Public



BK0913PG02.3

EILEEN E BREWER TRUST

Ann B. Basinger, TTEE  
TRUSTEE

Betty J. Phillips, TTEE  
TRUSTEE

A PART OF LOT 38

STATE OF OKLAHOMA )  
Washington County )

On this 29<sup>th</sup> day of May, 2001, before me, the undersigned, A Notary Public in and for said state, personally appeared Ann B. Basinger and Betty J. Phillips to me known to be the identical person s who executed the within, and foregoing instrument, and acknowledged to me that they executed same as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

November 13, 2004  
My Commission Expires

Mary J. Egan  
Notary Public



BK0913PG0224

BETTY B OWEN TRUST  
BY BETTY B OWEN, TRUSTEE

*Betty B. Owen, Trustee*

A PART OF LOT 58 & A PART OF LOT 59

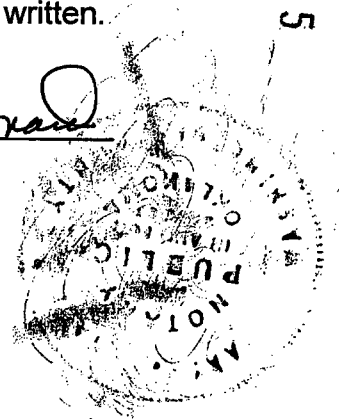
STATE OF OKLAHOMA )  
Washington County )

On this 29<sup>th</sup> day of May, 2001, before me, the undersigned, A Notary Public in and for said state, personally appeared Betty B. Owen and \_\_\_\_\_ to me known to be the identical person who executed the within, and foregoing instrument, and acknowledged to me that she executed same as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

November 13, 2004  
My Commission Expires

Mary J. Cynard  
Notary Public



George W. Lewis  
GEORGE W LEWIS  
Joanne M. Lewis  
JOANNE M LEWIS

JOINT OWNERS

A PART OF LOT 59 & PART OF LOT 60

STATE OF OKLAHOMA )  
)  
Washington County )

On this 29<sup>th</sup> day of May, 2001, before me, the undersigned, A Notary Public in and for said state, personally appeared George W. Lewis and Joanne M. Lewis to me known to be the identical persons who executed the within, and foregoing instrument, and acknowledged to me that they executed same as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

November 13, 2004  
My Commission Expires

Mary J. Egan  
Notary Public



BK0973PG0226

Janice R. Woods  
JANICE R WOODS TRUST  
BY JANICE R WOODS, TRUSTEE  
Janice R. Woods, trustee

A PART OF LOT 60

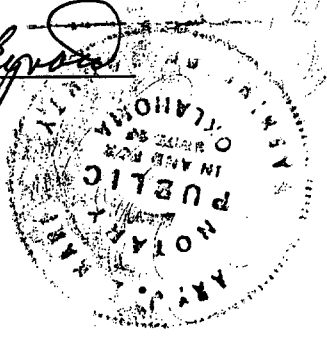
STATE OF OKLAHOMA )  
Washington County )

On this 29<sup>th</sup> day of May, 2001, before me, the undersigned, A Notary Public in and for said state, personally appeared Janice R Woods and \_\_\_\_\_ to me known to be the identical person who executed the within, and foregoing instrument, and acknowledged to me that she executed same as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

November 13, 2004  
My Commission Expires

Mary J Egan  
Notary Public



BK0973P60221



LESLIE BACHELOR LIVING TRUST  
BY LESLIE BACHELOR, TRUSTEE

Leslie Bachelor TTEE

A PART OF LOT 60 & PART OF LOT 61

STATE OF OKLAHOMA )  
 )  
Washington County )

On this 29<sup>th</sup> day of May, 2004, before me, the undersigned, A Notary Public in and for said state, personally appeared Leslie Bachelor and \_\_\_\_\_ to me known to be the identical person who executed the within, and foregoing instrument, and acknowledged to me that she executed same as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

November 13, 2004  
My Commission Expires

Mary J. Eyras  
Notary Public



BK0973PG0228

James D. Lumeyer  
JAMES D LUMEYER  
Connie L. Lumeyer  
CONNIE L LUMEYER

A PART OF LOT 61

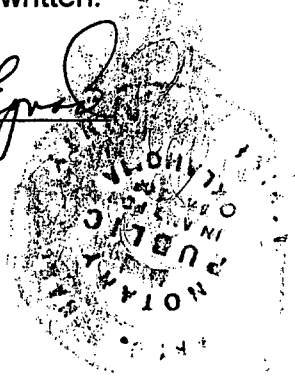
STATE OF OKLAHOMA )  
Washington County )

On this 29<sup>th</sup> day of May, 2002, before me, the undersigned, A Notary Public in and for said state, personally appeared James D. Lumeyer and Connie L. Lumeyer to me known to be the identical persons who executed the within, and foregoing instrument, and acknowledged to me that they executed same as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

November 13, 2007  
My Commission Expires

Mary J. Egan  
Notary Public



BK0913P60229

17

OWNER'S DECLARATION OF COVENANTS AND RESTRICTIONS

KNOWN ALL MEN BY THESE PRESENTS:

WHEREAS, GLYNN INVESTMENTS, INC. was the owner of the following described real property, to wit:

A tract of land located in the Southeast Quarter of the Southeast Quarter (SE/4 SE/4) of Section Nineteen (19), Township Twenty-Six (26) North, Range Thirteen (13) East, Washington County, Oklahoma, described as follows:

Beginning at a point which is the Southeast corner of said Southeast Quarter of the Southeast Quarter (SE/4 SE/4): thence South 89 50' 00" West 120.26 feet;  
thence North 0 05' 06" West 233.00 feet;  
thence South 89 50' 00" West 200.00 feet;  
thence North 0 05' 06" West 637 feet;  
thence North 89 50' 00" East 325.00 feet;  
thence North 0 05' 06" West 200.00 feet;  
thence North 89 50' 00" East 100.00 feet;  
thence North 0 05' 06" West 125. feet;  
thence North 89 50' 00" East 895.30 feet;  
thence South 0 05' 00" East 1195.00 feet;  
along the East line of said Southeast Quarter of the Southeast Quarter (SE/4 SE/4) to the point of beginning, containing 32.44 acres, more or less.

AND, WHEREAS, GLYNN INVESTMENTS, INC. has caused said property to be annexed to the City of Bartlesville as "Glynnwood," an addition to the City of Bartlesville, Washington County, Oklahoma.

AND, WHEREAS, the land has been developed for residential purposes.

AND, WHEREAS, GLYNNWOOD INVESTMENTS, INC. caused Glynnwood Association, Inc. to be organized for the purpose of administering an orderly development of the above described plat, and for the further purpose of providing adequate restrictive covenants for the benefit of the owners and their successors in title to the aforesaid property or portions thereof.

NOW, THEREFORE, Glynnwood Association, Inc. does hereby impose the following restrictions on all said land embraced in Glynnwood Addition to which it shall be incumbent upon its various owners in title to adhere, and any person or corporation, hereinafter becoming the owner or owners, either directly or through any subsequent transfer or in any manner hereinafter set forth of any property included in Glynnwood Addition, shall take, hold and convey same subject to the following restrictions, subject to the right to alter or amend as provided in Article XII-3.

ARTICLE I

This OWNERS' DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS supersedes the OWNERS' DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS notarized on September 19, 1989 and filed in the Office of the County Clerk of Washington County on October 11, 1989 in Book 854 at pages 2967-3014 and the AMENDED OWNER'S DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS notarized on August 23, 1978 and filed in the Office of the County Clerk of Washington County, on August 29 1978 in Book 712 at the pages 901-916, and said AMENDED OWNER'S DECLARATIONS are hereby set aside and shall have no further force and effect

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Book 1122 Page(s) 3127-3143  
Fee: \$ 45.00 Doc: \$ 0.00  
Marjorie Parrish - Washington County  
State of Oklahoma

*Marjorie Parrish*



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ARTICLE II

GLYNN INVESTMENTS, INC. in recording the plat, and the Covenants, Conditions and Restriction, designated certain areas as "Common Areas." These areas are intended for the private use by the Homeowners in Glynnwood Addition and are not dedicated to the public for their use. An access easement is hereby granted over and across the Common Areas to the City of Bartlesville for services rendered by the City, to the United States of America for postal services, and to the Independent School District Number 30 of Bartlesville for school bus pickup and delivery.

ARTICLE III

DEFINITIONS

1. GLYNNWOOD ASSOCIATION, INC. is a non-profit corporation organized under Title 18 Section 851 et seq. of the Oklahoma Statutes. Each owner of a building site in Glynnwood Addition shall be a member of the corporation in accordance with the By-Laws, which are set forth in Exhibit "A" attached hereto. Glynnwood Association, Inc. shall be the owner of the Common Areas as shown on the plat of Glynnwood Addition. Glynnwood Association, Inc. is hereinafter sometimes referred to as "the Association."
2. LOTS shall be those lots as shown on the plat of Glynnwood Addition, hereinafter sometimes referred to as "the Addition."
3. A DEVELOPED BUILDING SITE shall be one on which construction has proceeded to the point of excavation for the house footings.
4. AN UNDEVELOPED BUILDING SITE shall be one on which no structure exists or on which construction has not proceeded to the point of excavation for structure footings.
5. COMMONS AREAS shall consist of land and streets in the Addition outside the lots as shown on the plat of the Addition.
6. GATE HOUSE shall be the structure at the south entrance to the Addition used for the benefit of the owners as the primary route of entry and egress.
7. ARCHITECTURAL COMMITTEE SHALL BE THE PERSONS OR PERSONS APPOINTED BY THE Board of Directors of the Association to serve in that capacity.
8. BRICK WALL shall be the wall surrounding the Addition. Although this wall for the most part is not on the Common Areas, it shall be maintained by the Association.

ARTICLE IV

BUILDING AND USE RESTRICTIONS

1. All lots shall be used exclusively for residential purposes, and no residence or other structure shall be used in whole or in part as a professional office, shop, school, or studio, or for the conduct of any business or trade, except that Lot Fifty Six (56) may be developed and used for recreational purposes for the benefit of the owners. The rental of any residence or other structure is prohibited.
2. A building site may be one lot, more than one lot, but not less than one lot, for

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lots numbered Twenty-Two (22) through Forty-Three (43). The building sites, lots, and parcels of land shall be in accordance with Exhibit "B" attached hereto.

3. No structure shall be erected, placed or permitted to remain on any building site other than one single family residence and buildings appurtenant thereto, such as a garage, servants' quarters, children's playhouse, swimming pool, and garden shelter. Said appurtenant buildings must be approved by the Architectural Committee.
4. Each residence shall contain at least Eighteen Hundred (1800) square feet of living space for lots Twenty-Two (22) through Forty Three (43), and Sixteen Hundred (1600) square feet of living space for each residence located on parcels One (1) through Thirty (30) as listed in Exhibit "B."
5. The outside foundation line of any part of any building including porches, garages, car-ports, bay-windows, chimneys, etc., shall be located a minimum of twenty five (25) feet from the front lot line, ten (10) feet from each side property line for lots Twenty Two (22) through Forty Three (43) and ten (10) feet from each parcel line for Parcels One (1) through Thirty (30), and fifteen (15) feet from the rear property line.
6. No nuisance shall be committed upon any building sites, and domesticated fowl, livestock, or any animals that may be offensive or annoying to the neighborhood shall be permitted, with the exception of bona fide dogs and cats, which do not make objectionable noise or otherwise constitute a nuisance. Owner's of dogs and cats shall not permit their animal to defecate on another property owner's property. Any defecation on common grounds or the street shall be picked up by the owner. Additionally, owner's of dogs and cats shall keep their animals on leashes if said animals are not fenced at their residence. Any pet owner whose pet causes damage to another homeowner's vegetation and/or landscaping shall be responsible for the repairs and/or replacement of the same.
7. No trailer, basement, tent, garage or other outbuildings shall at any time be used as a residence.
8. No building shall be moved from another location onto the Addition.
9. No fence, whether ornamental or otherwise, shall be erected nearer to the front property line than the front building line of any building site unless approved by the Architectural Committee. Side and rear yard fences may be erected on the side and rear property lines but shall not exceed six (6) feet in height when measured from the surface of the ground on either side of the fence, and further limited to the height of the Addition exterior Brick Wall, if adjacent to the property on which the fence is built. Type of fencing must be approved by the Architectural Committee. Cyclone fencing shall not be allowed.
10. No sign of any kind shall be displayed on any lot unless the resident has written approval from the Homeowner's Association Board. A sign showing the street address and name of the occupant is permissible; however, the same shall also be approved by the Association in writing. For sale signs are permissible; however, signs shall be no larger than two (2) feet by three (3) feet may be placed on the subject property for sale for such purpose. The use of an "Open House" sign may be permitted at the entrance for a period not to exceed twelve (12) hours. No more than the one "Open House" sign shall be so displayed without written approval from the Homeowner's Association Board. No "For Sale" or REALTOR signs shall be permitted to be displayed at the entrance at anytime.

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11. Roofing on any residence or appurtenant building shall consist of wood shakes, ceramic or manufactured composition (asphalt) roofing and must minimally meet or exceed the following specification standard: 30 year or more duration quality shingles, 300# per square, in weathered wood or comparable colors. No exposed antennas shall be allowed unless approved by the Architectural Committee. Roofs shall have a minimum pitch of three (3) inches for each foot unless approved by the Architectural Committee.
12. All trash receptacles, air-conditioning condensers, miscellaneous electrical equipment and clotheslines shall be screened from sight from the street. Trash (including but not limited to yard clippings and empty boxes) shall not be placed out at curbside more than twelve hours prior to the City's regularly scheduled trash collection time.
13. No boats, trailers or recreational vehicles shall be parked, maintained, or stored anywhere in the Addition except in an enclosed garage which is part of a residence, on other than a temporary basis. Cars, trucks, or other vehicles shall not be parked in any Glynnwood Addition street on other than a temporary basis. "Temporary basis" is defined as not more than 48 hours. The Homeowner's Association shall reserve the right to have any recreational vehicle, boat or trailer towed at the owner's expense in violation of this provision. The Homeowner's Association may also seek injunctive relief from District Court.
14. The supply of electricity throughout the Addition shall be provided, to the fullest extent practicable, by facilities located underground rather than overhead, subject to the following terms and conditions:
  - a. Overhead poles for the supply of electric service may be located along Lots One (1) through Twelve (12), Lots Twenty Four (24) through Twenty Seven (27) and Lots Thirty Five (35) through Thirty Eight (38). Street light poles or standards may be served by underground cable, and elsewhere throughout the Addition all supply lines shall be located underground in the easement-ways reserved for general utility services and streets as shown on the Addition plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways.
  - b. Except for houses on lots described in paragraph 14a above, which may be served from overhead lines, underground service cables to all houses which may be located on all other lots in the Addition may be run from the nearest service pedestal or transformer to the point of usage determined by the location upon each said lot; provided that upon the installation of such a service cable to a particular house, the supplier of electrical service shall thereafter be deemed to have a definite, permanent, effective and exclusive right-of-way easement on said lot, covering a five (5) foot strip extending two and one-half (2.5) feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said house.
  - c. The supplier of electrical service, through its proper agents and employees shall at all times have right of access to all such easement-ways, maintaining, removing or replacing any portion of said underground electrical facilities so installed by it.
  - d. The owner of each lot shall be responsible for the protection of the underground electrical facilities located on his or her property and shall prevent the alteration of grade or any construction activity which may

interfere with said electrical facilities. The utility company will be responsible for ordinary maintenance of underground electrical facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by the acts of the owner or his or her agents or contractors.

- e. The foregoing covenants concerning the underground electric facilities shall be enforceable by the supplier of electric service, and the owner of each building site agrees to be bound hereby.

15. Private garage sales are prohibited; however, from time to time Glynnwood Association may host a neighborhood wide garage sale whereby residents may participate. The Officers of the Association shall have the responsibility of advertising the neighborhood garage sale and shall ensure proper safety and traffic flow for all residents. Notice shall be given of said neighborhood garage sale sixty (60) days in advance to all residents.

16. Estate sales shall only be permitted by approval of a majority of the Officers. Said request for an estate sale shall be in writing and directed to the President. The request shall include the proposed date, time, and location of said estate sale and shall provide assurances for the safety and quiet enjoyment of all residents and shall also include a traffic flow and parking plan for said neighborhood.

ARTICLE V  
INSURANCE

Insurance policies on the Common Areas and amenities shall cover all improvements and personal property of the Association. Public liability and workmen's compensation insurance shall be carried by the Association.

ARTICLE VI  
COVENANTS FOR ASSESSMENTS

- 1. Creation of Lien and Personal Obligation for Assessments---  
Each owner by the acceptance of a deed or property in the Addition covenants and agrees to pay to the Association as follows:
  - a. Annual assessments or charges as determined from time to time by a majority of the members, and
  - b. Special assessments as provided in paragraph 4 below.

The annual and special assessments together with any applicable interest shall be a charge on the respective landowners and shall become a lien upon the respective building site. Each such assessment together with any applicable interest charges and a reasonable attorney's fee, if services of an attorney are required, shall be the personal obligation of the person who was the property owner of such property at the time the assessment fell due and be a lien on such property.

- 2. Purpose of Assessment--- The assessment levied by the Association shall be used exclusively to promote health, safety, welfare and quiet enjoyment of the residents in the Addition and for the improvement and maintenance of the Common Areas.
- 3. Basis for Assessments--- Each owner shall be assessed for each building site owned, and assessments for each building site shall be equal in amount, EXCEPT that each assessment made for undeveloped building sites shall be twenty five (25) percent of each assessment for developed building sites.

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4. Special Assessments--- In addition to the annual authorized assessments the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, or an extraordinary unexpected expense relating to the maintenance of the Common Areas, provided such assessment shall have the consent of a majority of the members of the Association expressed in writing which may occur by electronic ballot or hand written proxy.
  
5. Notice and Quorum for any Proposed Action Authorizing Special Assessments-- Any action authorizing special assessments may be taken at a meeting called for that purpose or said action may be done via electronic and/or written ballot. Written notice of said Special Assessment shall be sent to all members of the Association not less than thirty (30) days in advance of the meeting and/or electronic/written vote. Any owner may give to any other owner his written proxy to cast his or her vote at said meeting.
  
6. Effect of Non-payment of Assessments--- Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10) percent per annum. The Association may bring an action against the owner personally obligated to pay same or foreclose the lien against the property. In the event the Association is required to procure the services of an attorney, a reasonable attorney's fee shall be assessed against the owner. No owner may waive or otherwise escape or excuse himself or herself from liability for the assessments provided for herein because of non-use of the Common Areas or abandonment of his or her building site.
  
7. Subordination of the Lien and Mortgages--- The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage sale or transfer of any building site pursuant to mortgage foreclosure shall extinguish the lien of such assessments as to payments which come due prior to such sale. No sale or transfer shall relieve any subsequent owner from the lien thereof.
  
8. Scope of Assessments--- The assessments provided for herein shall be made solely for the purpose of defraying the costs of the Association in connection with the Common Areas and recreational areas.

## ARTICLE VII

### MEMBERSHIP AND VOTING RIGHTS

1. Every owner of a building site is subject to assessment and shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any building site which is subject to assessment.
  
2. The Association shall have one (1) class of voting membership, and each owner of a building site shall be entitled to one (1) vote. When more than one person owns an interest in one (1) building site, all such persons shall be members of the Association. The vote shall be exercised as they among themselves determine, and in no event shall more than one (1) vote be cast with respect to any one (1) building site. If an owner owns more than one building site, he or she may have as many votes as sites owned.

ARTICLE VIII

DEDICATION OF COMMON AREAS

1. The Association on the vote of two-thirds (2/3) its members reserves the right to make a public dedication of all or a part of the Common Areas for streets and public use and to dedicate public utility easements in the Common Areas.

ARTICLE IX

EXTERIOR MAINTENANCE

1. Each **owner**, whether resident or non-resident of any lot(s), developed or undeveloped building site, shall be responsible for the care, cleanliness, upkeep, preservation, maintenance and repair of his or her premises and the improvements situated thereon, including but not limited to house, buildings, yard, fences, shrub(s), tree(s) in accordance with reasonable standards. Any dispute regarding the interpretation or enforcement shall be within the authority of and resolved by majority vote of the Glynnwood Board of Directors.
2. Remedies. The remedies described in this Section shall be in addition to any other remedies provided for in this Declaration of Covenants and Restrictions. The Homeowner's Association shall provide written notice to any Owner whose Lot is in violation of this Declaration. The Owner shall have fifteen (15) days from receipt of written notice to take reasonable steps to correct the violation. If reasonable steps have not been taken toward the alleviation or termination of the violation within said fifteen (15) days, The Homeowner's Association shall have the right, through agents and employees, to enter the Lot for the purpose of taking such steps as are necessary to abate and/or remove the violation. The Owner of the Lot in violation shall pay all costs incurred by the Homeowner's Association in abating and/or removing the violation, including, without limitation, reasonable attorneys' fees and expenses, within fifteen (15) days of receipt of an invoice for same from the Homeowner's Association. Beginning on the sixteenth (16th) day after receipt of such invoice, the outstanding balance of the costs incurred shall accrue interest at the statutorily permissible rate per annum until paid in full.

ARTICLE X

ARCHITECTURAL CONTROL

1. All plans and specifications for any building, swimming pool, fence or other structure whatsoever to be erected on any lot or part of said property; also the proposed location thereof on any building site or sites, the roofs and exterior color schemes thereof, any changes or additions thereto after initial approval thereof, and any remodeling, reconstruction, alteration, or additions to any building or other structure on any building site or part of said property shall be subject to, and shall require, approval in writing by the Architectural Committee before any such work is commenced or done.
2. In order to avoid unnecessary hardships, it is mandatory that all owners contemplating works of construction, improvements, etc., shall submit in duplicate, to the Architectural Committee at the outset, preliminary drawings, in order to obtain approval thereof, before causing preparation of detailed or complete drawings, plans or specifications or incurring substantial expense in that regard. One set of revised plans, after all necessary changes, is to be resubmitted to the Architectural Committee prior to any construction of a permanent nature begins.

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3. Before anyone shall commence the construction, reconstruction, remodeling, addition or alteration of any building, swimming pool, wall, fence or other structure whatsoever, there shall be submitted to the Architectural Committee two (2) sets of plans and specifications for said improvement, the erection or alteration of which is desired, and no such structure or improvement of any kind shall be erected, altered, placed or maintained upon any building site unless, and until, the final plans, elevations and specifications thereof have received such written approval as herein provided. Such plans shall include a plot plan showing the location of the building site or property in question for the building, wall, fence or other structure proposed to be constructed, altered, placed or maintained together with the proposed color scheme for roofs and exterior thereof.
4. The Architectural Committee shall approve or disapprove plans, specifications and details within seven (7) days from the receipt thereof. One set of said plans and specifications and details with the approval or disapproval endorsed thereon, shall be returned to the person submitting same; and the other copy thereof shall be retained by the Architectural Committee. In the event there is no action to approve or disapprove such plans and specifications and details within seven (7) days after delivery hereof to the Architectural Committee, and no action has been instituted to enjoin the doing of the proposed work, the provisions requiring approval of plans shall be deemed waived.
5. The Architectural Committee shall have the right to disapprove any plans, specifications or details submitted to it as aforesaid in the event such plans, specifications and details are not in accordance with all of the provisions of the Declaration, if the design or color scheme of the proposed building or other structure is not in harmony with the general surrounding of such building site or with the adjacent buildings or structures, if the plans and specifications submitted are incomplete, or if in the event the Architectural Committee deems the plans, specifications or details or any part thereof to be contrary to the spirit or intent of these conditions and restrictions, or contrary to the interests, welfare or rights of all or part of the real property subject hereto, or the members of the Association, or of the adjacent property owners, all in the sole and uncontrolled discretion of the Board of Directors. The decision of the Board of Directors shall be final.
6. Neither the Architectural Committee nor any architect or agent of the Association shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structure or other defects in any work done according to such plans or such specifications.
7. No buildings or improvements of any kind constructed or placed upon any of said building sites thereafter should be moved without the prior written approval of the Architectural Committee.

ARTICLE XI

VARIANCE

1. The Board of Directors may allow reasonable variances and adjustments of these condition and restrictions in order to overcome practical and prevent unnecessary hardships in the application of the regulations contained herein, provided this may be done in conformity with the intent and purposes hereof and also provided in every instance that such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the

neighborhood.

ARTICLE XII

GENERAL PROVISIONS

1. Enforcement. The Association or any owner shall have the right to enforce by any proceeding at law, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
2. Remedies. In addition or as an alternative to an action at law or suit in equity, the Officers of the Homeowner's Association, with respect to any violation of this Declaration, and after affording the alleged violator a reasonable opportunity to appear and be heard at a specially called meeting by the Officers, may establish monetary and nonmonetary penalties, the amount and/or severity of which shall be reasonably related to the violation and to the aim of deterring similar future violations by the same or any other person. Said penalty shall be deemed an assessment and shall be a charge and continuing lien against such homeowner. Additionally, a complaint to enforce Covenants and Restrictions may be presented to the Homeowner's Association by a resident of which said form is attached hereto as Exhibit "C." That said complaint will be addressed at the next scheduled Officer's Meeting.
3. Severability. Invalidation of any one of these covenants or restrictions by judgment or Court Order shall in no way affect any other provisions which shall remain in full force and effect.
3. Amendments. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which it shall automatically be extended for successive periods of ten (10) years. This Declaration may be amended by an instrument approved by not less than seventy-five (75) percent of building sites, or a minimum of sixty-two (62) in number. Any amendment must be recorded.

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IN WITNESS WHEREOF, GLYNNWOOD ASSOCIATION, INC. has caused these present to be signed by its President and the Corporate Seal to be affixed. Attested by its Secretary at Bartlesville, Oklahoma, this 29 day of April, 2011.

ATTEST:

GLYNNWOODASSOCIATION, INC.

Kristen F. Benner  
Secretary

Mary Jo Parker  
President

515 E 3rd St.  
Bartlesville, Ok  
74003



STATE OF OKLAHOMA  
COUNTY OF WASHINGTON

Before me, the undersigned, a Notary Public in and for said County and State, on this 29 day of April, 2011, personally appeared, Mary Lynn Mihm-Howk and Kris Bonner, known to me to be the identical persons who subscribed the name of the makers thereof to the foregoing instrument and its attached Exhibits "A" and "B" as its President and Secretary and acknowledged to me that they executed the same as their free and voluntary act and deed of such Corporation, for the uses and proposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My commission expires

**Mrs Brenda Kay Berling**  
Notary Public  
Commission #13005668  
State of Oklahoma  
Expiration: June 19, 2017

SEAL

*Brenda Kay Berling*  
Notary Public

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EXHIBIT "A"

BY-LAWS

of

GLYNNWOOD ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the Corporation is GLYNNWOOD ASSOCIATION, INC. hereinafter referred to as the Association. The principal office of the Corporation shall be located at the place of residence of the then-current president of the Association. Meetings of members and directors may be held at such places as may be designated from time to time by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Glynnwood Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Owners' Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Areas" shall mean and refer to all real property as described in the Owners' Declaration of Covenants, Conditions and Restrictions which is subject to the common use and enjoyment of the owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map either by number or letter of the Properties with the exception of the Common Areas.

Section 5. "Parcel" shall mean and refer to any plot of land on which multiple building sites exist, and which, in the initial promotion of the Addition were intended to be sold as integral units for multiple family dwellings.

Section 6. "Building Site" shall mean and refer to one (1) Parcel, one (1) lot, or more than one (1) lot. For Lots number Twenty Two (22) through Forty Three (43) a Building Site shall not be less than one lot.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or Building Site which is part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. "Declaration" shall mean and refer to the Owners' Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the office of the County Clerk of Washington County, Oklahoma.

Section 9. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

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ARTICLE III

MEETINGS OF MEMBERS

Section 1. Annual Meetings - - The annual meeting of the members shall be held during the first two weeks of December, the exact date, time and place to be determined by the Board of Directors.

Section 2. Special Meetings - - Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of one-fourth (1/4) of the members entitled to vote.

Section 3. Notice of Meetings - - Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days, but not more than thirty (30) days, before such meetings (except as provided by the Declaration, Article VI, Section 5, for meetings involving special assessments to each member entitled to vote thereat) addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice.

Section 4. Quorum - - Fifty one (51) percent of the total votes of the membership, or 42 in actual number, represented by presence at the meeting or by written proxy held by another individual at the meeting, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. Proxies - - At all meetings of members each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number - - The affairs of this Association shall be managed by a Board of five (5) Directors, who may or may not be members of the Association. Spouses of members are eligible for election to the Board.

Section 2. Term of Office - - At each annual meeting the members shall elect the five (5) Directors for a term of one (1) year or until their successors are elected and qualified.

Section 3. Removal - - Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his or her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his or her predecessor.

Section 4. Compensation - - No Director shall receive compensation for any service he or she may render to the Association. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

Section 5. Action Taken Without a Meeting - - The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

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ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination - - Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairperson, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors at least thirty (30) days prior to each annual meeting of the members to serve for one (1) year. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members.

Section 2. Election - - Election to the Board of Directors shall be by secret written ballot. At such election the members and their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings - - Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall on a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings - - Special meetings of the Board of Directors shall be held when called by the President of the Association, or by two (2) Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum - - A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers - - The Board of Directors shall have the power

tp:

- (a) Adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) Suspend the voting rights of a member during the period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed thirty (30) days for the infraction of published rules and regulations;
- (c) Exercise for the Association all power, duties and authority vested in or delegated to this Association and not reserved to the members by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;
- (d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive meetings of the Board of Directors; and
- (e) Employ a manager, a management company or independent contractor and such other employees as they deem necessary to perform the duties with respect to the operation of the property.

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Section 2. Duties - - It shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;
- (b) Supervise all officers, agents, employees and independent contractors hired by the Association and to see that their duties are properly performed;
- (c) As more fully provided in the Declaration, to:
  - (i) Propose the amount of the annual assessment at least thirty (30) days in advance of each annual assessment period;
  - (ii) Send written notice of each assessment to every owner subject thereto at least fifteen (15) days in advance of each annual assessment period; and
  - (iii) Foreclose the lien against any property whose owner has not paid the appropriate assessment within thirty (30) days after the due date or to bring action at law against the owner personally obligated to pay same.
- (d) Issue, or cause an appropriate officer to issue, upon demand by any member, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of such certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) Procure and maintain adequate liability and hazard insurance on property owned by the Association; and
- (f) Cause the Common Areas and Recreation Area to be maintained.

#### ARTICLE VIII

##### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of the Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, a Treasurer and such other officers as the Board may from time to time by resolution create.

Section 2. Election of officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of the Association shall be elected annually by the Board of Directors, and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 7. Multiple Offices. The offices of the Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of the other offices except in the case of the special offices created pursuant to Section 4. of this Article.

Section 8. Duties. The duties of the officers are as follows:

- (a) PRESIDENT - - The President shall preside at all meetings of the Board of Directors; shall see that Orders and Resolutions of the Board are carried out; shall sign all Leases, Mortgages, Deeds and other written instruments and shall co-sign all promissory notes.
- (b) VICE-PRESIDENT - - The Vice-President shall act in the place and stead of the President in the event of his or her absence or, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the Board.
- (c) SECRETARY - - The Secretary shall record the vote and keep the Minutes of all meetings and proceedings of the Board and of members; keep the Corporate Seal of the Association and affix it on all papers requiring said Seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as required by the Board.
- (d) TREASURER - - The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by Resolution of the Board of Directors; keep proper books of account; cause an audit to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members. At least quarterly each year the Treasurer shall furnish each Director with a list of checks drawn on the funds of the Association. Each list shall start where the previous one left off, shall list each check in numerical order, the amount of the check, the payee and a description of the goods or services for which the check was issued. The accuracy of such lists is to be confirmed in the annual audit.

#### ARTICLE IX

##### COMMITTEES

The Association shall appoint an Architectural Committee as provided in the Declaration and a Nominating Committee as provided in the By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

#### ARTICLE X

##### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal offices of the Association, where copies may be purchased at reasonable cost.

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ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of the delinquency at the rate of ten (10) percent per annum, and the Association may bring an action at law against the property, and interest costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his or her building site.

ARTICLE XII

CORPORATE SEAL

The Association shall have a Seal in circular form having within its circumference the words: "GLYNNWOOD ASSOCIATION, INC".

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended at a regular or special meeting of the members of the Association by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall be the calendar year.

IN WITNESS WHEREOF, we, being all of the Directors of Glynnwood Association, Inc., have hereunto set our hands this 19 day of September, 1989

James W. [Signature]  
Carol A. Lewter  
Virginia M. [Signature]  
[Signature]

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly elected and acting Secretary of Glynnwood Association, Inc., an Oklahoma corporation, and, that the foregoing By-Laws constitute the amended By-Laws of said Corporation, as duly adopted at a meeting of the Board of Directors thereof, held on the 19 day of September, 1989.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Corporation this 19 day of September, 1989.



Virginia M. [Signature]  
Secretary

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EXHIBIT "B"

<u>PARCEL</u>	<u>LOT OR LOTS</u>	<u>MAXIMUM NUMBER OF BLDG. SITES</u>	<u>BUILDING SITE NUMBER</u>
1	1	1	1
2	2 and part of 3	2	2 & 3
3	4 and part of 3	1	4
4	6	1	5
5	6 and part of 7	2	6 & 7
6	8 and part of 7	2	7 & 8
7	9 and part of 10	2	10 & 11
8	11 and part of 10	2	12 & 13
9	12	2	14 & 15
10	13 & 14	3	16, 17 & 18
11	15 and part of 16	2	19 & 20
12	17 and part of 16	2	21 & 22
13	18 & 19	3	23, 24 & 25
14	20 & 21	3	26, 27 & 28
15	44	2	29 & 30
16	45	2	31 & 32
17	46 and part of 47	2	33 & 34
18	Part of 47	2	35 & 36
19	48	2	37 & 38
20	49	2	39 & 40
21	50	2	41 & 42
22	51	2	43 & 44
23	52	2	45 & 46
24	53	2	47 & 48
25	Part of 54	2	49 & 50
26	55 and part of 54	2	51 & 52
-	56	Tennis Courts	-
27	57	2	53 & 54
28	58 and part of 59	2	55 & 56
29	Part of 59 and part of 60	2	57 & 58
30	61 and part of 60	2	59 & 60
	22	1	61
	23	1	62
	24	1	63
	25	1	64
	26	1	65
	27	1	66
	28	1	67
	29	1	68
	30	1	69
	31	1	70
	32	1	71
	33	1	72
	34	1	73
	35	1	74
	36	1	75
	37	1	76
	38	1	77
	39	1	78
	40	1	79
	41	1	80
	42	1	81
	43	1	82

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