

OWNER'S CERTIFICATE AND RESTRICTIONS OF
SOUTHERN HILLS ADDITION
TO BARTLESVILLE, OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

That Rex Headley and Marian M. Headley, Bartlesville, Oklahoma, do hereby certify that they are the owners of the following real estate located in Washington County, Oklahoma, to-wit:

A tract of land in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 21, T26N, R13E, Washington County, Oklahoma more particularly described as follows:

Beginning at the East $\frac{1}{4}$ corner of said Section 21; thence along the section line N0°25'35"W a distance of 1319.24' to the NE corner of said SE $\frac{1}{4}$ NE $\frac{1}{4}$; thence S89°40'47"W a distance of 389.69'; thence S89°45'38"W a distance of 330.31'; thence S0°25'35"E a distance of 131.42'; thence N89°34'25"E a distance of 50.00'; thence S0°25'35"E a distance of 175.00'; thence N89°34'25"E a distance of 320.00'; thence S0°25'35"E a distance of 315.61' to the intersection with a non-tangent curve; thence southwesterly along the arc of said non-tangent curve which is concave to the SE and has a radius of 1007.20' a distance of 72.30' the chord of said curve being S85°31'32"W 72.28'; thence S6°31'50"E a distance of 199.42'; thence S0°25'35"E a distance of 30.00'; thence S89°34'25"W a distance of 14.70; thence S0°25'35"E a distance of 201.99; thence S86°04'25"W a distance of 20.00'; thence S3°55'35"E a distance of 118.58'; thence S89°47'20"W a distance of 330.53'; thence S53°47'20"W a distance of 242.73'; to the intersection with the quarter-section line; thence along said quarter-section line N89°44'20"E a distance of 296.26' to the SW corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$; thence N89°47'20"E a distance of 658.91' to the point of beginning--containing 15.5010 acres.

For the purpose of providing an orderly development of all the lots included in the above described plat and for the purpose of providing adequate restrictive covenants for the benefit of the owners and their successors in title to the aforesaid lots, the owner does hereby impose the following restrictions and reservations on all Lots of Southern Hills Addition, to which it shall be incumbent upon its successors in title to adhere and any person or persons, corporation or corporations, hereafter becoming the owner or owners, either directly or through any subsequent transfer or in any manner whatsoever, of any lot or lots included in Southern Hills Addition shall take, hold and convey the same subject to the following restrictions and reservations to-wit:

1. All lots in said Addition shall be used exclusively for residential purposes. 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.
2. A building site or plot may be one lot, more than one lot, or less than one lot, but each building site or plot shall have an area of not less than 10,000 square feet.
3. No structure shall be erected, placed or permitted to remain on any building plot, other than one single family residence and buildings appurtenant thereto, such as a garage, servant's quarters, children's play house, swimming pool and bath house, tennis courts, and garden shelter. No house, garage, or other building shall be moved into this subdivision.
4. No residence shall be constructed upon any of the lots that shall contain less than 1,600 square feet of usable space, exclusive of breezeways, porches, attached garages, walks, driveways, swimming pools and bath houses. Each residence shall be constructed in the main of brick, brick veneer, stone, stone veneer, or wood siding and 40 percent masonry veneer mixture. (Concrete blocks are not acceptable).

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5. Any plot that abuts more than one street shall be deemed to front on either street abutted, any residence erected upon such a plot in the addition shall have a presentable frontage on each abutting street.

6. Overhead pole lines for the supply of electric service may be located along the east side of development. Street light poles or standards may be served by underground cable and elsewhere throughout said Addition all supply lines shall be located underground, in the easement-ways reserved for general utility services and streets, shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easementways.

7. Except to houses on lots described in paragraph (a) above, which may be served from overhead electric service lines, underground service cables to all houses which may be located on all lots in said Addition may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such house as may be located upon each said lot; provided that upon the installation of such a service cable to a particular house, the supplier of electric service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said house.

8. The supplier of electric service, through its proper agents and employees shall at all times have right of access to all such easement-ways shown on said plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric facilities so installed by it.

9. The owner of each lot shall be responsible for the protection of the underground electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric facilities. The 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 acts of the owner or his agents or contractors.

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

11. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood, and no building shall be erected upon any of the lots in this subdivision which is designated or utilized to house poultry, cows, horses, or rabbits, nor shall any such poultry, cows, horses, pigs, rabbits, or other livestock be kept or maintained upon the premises.

12. No structure of a temporary character, basement, tent, shack, trailer, garage, barn or other outbuilding shall be erected for use on any lot at any time as a residence, either temporarily or permanently.

13. No billboards or advertising signs or structure shall be erected or maintained upon any lot in said subdivision except only for a "for rent" or "for sale" sign, of which one sign not exceeding 24" x 36" may be placed upon any lot or structure located thereon. Development sign or signs at entrance will be permitted.

14. No garage or other building erected within the said sub-division shall be used for residential purposes other than for such use by servants of the occupants of the principal dwelling of said lot.

15. On each single family residential plot, no fence, whether ornamental or otherwise, shall be erected nearer to the front property line than the front building lot line.

16. These covenants are to run with the land, and shall be binding upon all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the majority of the owners of the lots have been recorded, agreeing to a change in said covenants in whole or in part.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

Invalidation of any one of these covenants by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

17. All service cables to all existing wells located upon lots in said addition shall run between the nearest service pedestal and meter installation shall all be underground wiring. Also from the meter to the well shall be installed as underground circuit wiring.

Rex Headley

Rex Headley

Marian M. Headley

Marian M. Headley

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STATE OF MISSISSIPPI
BY *[Signature]*
SEP 21 2 42 PM '17
FILED

STATE OF OKLAHOMA, WASHINGTON COUNTY) ss

Before me the undersigned Notary Public in and for said County and State, on this 9th day of August, 1982, personally appeared Rex Headley and Marian M. Headley, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed and for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and Official seal the day and year last above written .

Betta Headway Notary Public.
My commission expires December 7, 1985

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**THE FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR SOUTHERN HILLS ADDITION**

004510

It is the desire and intent of Bartlesville Homes, LLC, an Oklahoma limited liability company {"the Declarant and/ or the Developer"} and the undersigned property owners {"the Owners"} who, collectively with the Developer, represent at least 75% of the owners of lots or property within the Addition/Subdivision, to create a community with residential uses which shall be enhanced by the creation and enforcement of development standards. Such standards shall apply to all lots located in the addition described as:

SOUTHERN HILLS, an Addition to the City of Bartlesville, Washington County, State of Oklahoma, according to the recorded Plat thereof, a tract of land in the SE ¼ of NE ¼ of Section 21, T26N, R13E, being more particularly described as follows:

Beginning at the East ¼ corner of said Section 21; thence along the section line N0°25'35"W a distance of 1319.24' to the NE corner of said SE ¼ NE ¼; thence S89°40'47"W a distance of 389.69'; thence S89°45'38"W a distance of 330.31'; thence S0°25'35"E a distance of 131.42'; thence N89°34'25"E a distance of 50'; thence S0°25'35"E a distance of 175.00'; thence N89°34'25"E a distance of 320.00'; thence S0°25'35"E a distance of 315.61'; to the intersection with a non- tangential curve; thence southwesterly along the arc of said non- tangential curve which is concave to the SE and has a radius of 1007.20' a distance of 72.30' the chord of said curve being S85°31'32"W 72.28'; thence S6°31'50"E a distance of 199.42'; thence S0°25'35"E a distance of 30.00'; thence S89°34'25"W a distance of 14.70'; thence S0°25'35"E a distance of 201.99'; thence S86°04'25"W a distance of 20.00'; thence S3°55'35"E a distance of 118.59'; thence S89°47'20"W a distance of 330.53'; thence S53°47'20'W a distance of 242.73'; to the intersection with the quarter- section line; thence along said quarter- section line N89°44'20"E a distance of 296.26'; to the SW corner of the SE ¼ SE ¼ NE ¼; thence N89°47'20"E a distance of 658.91' to the point of beginning-- containing 15.5010 acres.

PK 1042 PG 214

The Declarant, being the owner of most of the lots and blocks within Southern Hills and the Owners, desiring to establish a compatible system of development and preserve the character of Southern Hills ("the Addition"), do hereby amend and restate the following protective covenants, conditions and restrictions as stated in the recorded document Plat #475 filed at the Washington County Clerk's Office on August 9th, 1982.

ARTICLE 1

1.1 Dwellings. Unless waived by the Declarant in writing, the following standards shall apply to all dwellings in the Addition:

- A. Building Site.** A building site or plot may be one lot, more than one lot, or less than one lot, but each building site or plot shall have an area of not less than 10,000 square feet.
- B. Additional Structures.** No structure shall be erected, placed or permitted to remain on any building plot, other than one single family residence and buildings appurtenant thereto, such as a garage, servant's quarters, children's playhouse, swimming pool and bath house, tennis courts, and garden shelter.
- C. Dwelling Size.** All single story dwellings shall have a minimum living space of at least 1,400 sq. feet. Square footage shall be computed on measurements over frame of the living space, exclusive of porches, patios, and garages.
- D. Masonry.** All dwellings shall have a least fifty per cent (50%) of the exterior walls thereof comprised of brick or stone. The front exterior walls of the dwelling shall be 100% comprised of brick or stone; provided, however, that the area of all windows, covered porches and doors are located in the exterior walls shall be excluded in the determination of the area of said exterior walls. On all lots, there shall be a wainscot of masonry along the sides and backs of the houses up to the bottom of the windows.
- E. Siding.** All exterior surfaces not covered with brick or stone pursuant to subparagraph D above shall be covered with siding.
- F. Garages.** All dwellings shall have attached garages suitable for accommodating a minimum of two (2) standard sized automobiles. All garages shall be accessed by an overhead garage door. Carports shall not be permitted.
- G. Patio Covers.** All patio covers shall be an integral part of the residence such that they are contained within the roofline and shall be constructed with the same design, shingle color and materials as the residence.
- H. Driveways.** All driveways into a lot from any street shall be constructed of concrete and shall not be less than sixteen (16) feet in width.
- I. Mailboxes.** All mailboxes shall be of uniform structure and color and shall be approved by the Declarant prior to installation.
- J. Roof Pitch; Materials.** Roof materials shall be composition shingles and shall be dark earth tone in color to resemble weathered wood.

BK 1042 PG 2715

K. Sodding; Landscaping. All yards must be fully sodded. Each lot shall have a reasonable landscape package in the front yard prior to completion of the construction of any residence.

1.2 Set-back Lines. No buildings, outbuildings, structures, or parts thereof shall be constructed or maintained on lots nearer to the property lines than the set-back lines provided herein or shown on the accompanying plat. Unless otherwise provided by easement or setback lines shown on the accompanying plat (or unless otherwise approved by the City of Bartlesville Planning /Commission or Board of Adjustment), the minimum building set-back-lines for dwellings or other outbuilding structures shall be

Front Yard:	25 feet
Side yard:	10 feet
Other side yard:	10 feet
Back yard:	20 feet

Any plot that abuts more than one street shall be deemed to front on either street abutted, any residence erected upon such a plot in the addition shall have a presentable frontage on each street.

1.3 Fences. No fence shall be erected on any lot closer to any street than the main structure without the written approval of the Declarant, and no fence on any lot shall exceed six (6) feet in height without the written approval of the Declarant. No fences shall be constructed on overland drainage easements or upon walkway or access easements which would impair or hinder the intended use thereof.

1.4 Outbuildings. Declarant- approved portable storage buildings are allowed. Upon request, the Declarant will provide list of approved portable buildings.

1.5 Antennae. No television, radio, or other antennae or reception devices, other than an eighteen (18) inch or smaller television satellite dish, shall be constructed or maintained on any lot without the written approval of the Declarant.

1.6 Pole lines. Overhead pole lines for the supply of electric service may be located along the east side of the Development. Street light poles or standards may be served by underground cable, and elsewhere throughout said Addition all supply lines shall be located underground, in the easement- ways reserved for general utility services and streets, as shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in easement- ways.

1.7 Underground lines. Except to the houses on lots described in paragraph 1.6 above, which may be served from overhead electric service lines, underground service cables to all houses which may be located on all lots in said Addition may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such house as may be located upon each said lot.

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- 1.8 Electric Utility Access.** The supplier of electric service, through its proper agents and employees shall at all times have right of access to all such easement-ways shown on said plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric facilities so installed by it.
- 1.9 Electric Maintenance Access Responsibility.** The owner of each lot shall be responsible for the protection of the underground electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric facilities. The 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 acts of the owner of his agenda or contractors.
- 1.10 Covenants Enforcement.** The foregoing covenants concerning underground electric facilities shall be enforceable by the supplier of electric service, and the owner of each lot agrees to be bound hereby.
- 1.11 Temporary Structures.** No structure of a temporary character, basement, tent, shack, trailer, garage, barn or other outbuilding shall be erected for use on any lot at any time as a residence, either temporarily or permanently.

ARTICLE II

Lot Use and Restrictions

- 2.1 Lot Use.** All lots in the Addition shall be used only for residential single-family purposes. No residential lot shall be used for any business, commercial or manufacturing purpose; provided, however, the Declarant may permit a model home or similar sales office to be implemented and maintained by a builder for a fixed time period, at the Declarant's sole discretion. No residential lot may be subdivided to accommodate two or more separate owners or dwellings. No structure shall be placed, altered, erected or permitted to remain on any residential lot which exceeds two (2) stories in height. No dwelling not meeting a specific building code identified by the Declarant may be moved onto a residential lot. No structure of a temporary character may be used as a residence. No mobile home shall be moved into or be present in the Addition, except that the Declarant or its designee(s) may use such a mobile home as a temporary sales office.
- 2.2 Noise/Nuisance.** No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any residential lot which may be or may become an annoyance or nuisance to the Addition. No exterior speaker, horn, whistle, bell, or other sound device, except security and fire devices used exclusively for security and fire purposes, shall be located, used or placed on a residential lot. Activities expressly prohibited on residential lots are those which may be offensive by reason of odor,

fumes, dust, smoke, noise, vibration, or pollution, or which are hazardous by reason of excessive danger, fire, or explosion.

2.3 Animals. No animals, livestock, or poultry of any kind shall be kept on any residential lot except for a total of three (3) household pets and the suckling young of said animals; provided, however, that no more than two (2) adult dogs shall be maintained on any residential lot. Excessive barking by any dog shall, in the sole opinion of the Declarant or the majority of the Board of Directors of the Southern Hills Owners Association, be deemed a nuisance and immediately subject the dog to impound and the owner thereof to a fine in an amount levied by the Association's Board of Directors. The owner thereof to a fine in an amount levied by the Association's Board of Directors. The amount of such fine shall become a lien upon the owner's lot and governed by paragraph 3.2 hereof. Animals shall not be kept, bred or maintained for any commercial purposes and shall not be permitted on any lot which does not contain a dwelling being used as a residence. All animals must be fenced in or kept on a leash. Animal shelters shall be screened from view from any street unless built in conformity to the requirement for outbuildings herein. Animals shall not be permitted to roam on the common areas and, at the option of the Declarant or the Association, steps may be taken to control any animals not under the immediate control of the owners, including the right to impound such animals and to charge fees for their return.

2.4 Lot Maintenance. All residential lots shall be kept at all times in a neat, attractive, healthful and sanitary condition. During the growing season, the Owner or occupant of all residential lots shall keep all weeds and grass thereon cut and edged on a weekly basis. In no event shall any Owner or occupant use any residential lot for storage of materials or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon. All yard equipment or storage piles shall be kept screened from view of neighboring lots, streets or other property. The Declarant reserves the right for its agents or designees to enter upon any residential lot for the purpose of maintenance if a lot is not being maintained in a manner acceptable to the Declarant. The cost of such maintenance shall become a lien upon such lot and governed by paragraph 3.2 hereof.

2.5 Wind Generators, Solar Collectors. No wind generators or solar collectors shall be installed without the prior written approval of the Declarant.

2.6 Clothes Lines. The drying of clothes in public view is prohibited.

2.7 Aircraft. No helicopters, hovercraft, or other aircraft shall be landed, stored, or parked within the Addition.

- 2.8 **Air Conditioning Requirements.** No window or wall-type air conditioning units shall be permitted.
- 2.9 **Storage.** No outside storage or keeping of building materials, tractors mowers, equipment, implements or salvage shall be permitted. Building materials may be stored for a period of thirty (30) days prior to the start of construction. Construction shall be completed within nine (9) months after the pouring of the footing.
- 2.10 **Vehicles, Motorcycles.** No vehicle, motorcycle, motor bike, camper, trailer or boat, whether or not operable, (collectively referred to as "Vehicles shall be kept, parked, stood or stored on any residential lot for more than forty eight (48) hours during any seventy-two (72) hour period, except in garage or otherwise completely screened by privacy fencing from view of neighboring lots, streets or other property. Vehicles shall not be kept, parked or stood on the yard. Residents' Vehicles (or Vehicles under their dominion and control) shall not be parked or stood in any street, nor in any other manner which impairs or impedes sidewalk use. It is intended that lot owners keep their respective garages free from clutter and debris so that garages may be consistently used for the parking and/or storage of Vehicles.
- 2.11 **Signs.** No sign of any kind shall be displayed to the public view on any residential lot, except one sign of not more than five (5) square feet advertising the sale or rent of said property, or signs of the same size limitation used for the purpose of campaigning for a result in any political election, unless approved in writing by the Declarant. The Declarant, or its designees, may display such signage as the Declarant, in its sole discretion, deems necessary for the promotion, sales and/or rental of property owned by the Declarant or its designees.
- 2.12 **Waste.** No residential lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. All waste shall be kept in sanitary containers and all equipment for storage or disposal of such material and all residential lots shall be kept in a clean, neat and orderly manner. All residential lots and all easements thereon shall be kept clean, neat and mowed to the street. All residential waste containers must be removed from the curbside and screened from roadway view within 12 hours after refuse collection vehicles empty the containers.

ARTICLE III

Owners Association

BK 1042 PG 2720

3.1 Owners Association. A property owners' association, known as "SOUTHERN HILLS HOMEOWNERS ASSOCIATION" an Oklahoma not-for-profit corporation has been established pursuant to 60 O.S. 1991 SS 851, et seq., to maintain certain portions of the Southern Hills Addition and for such other purposes as shall be deemed advisable. All lawful acts, if any, of SOUTHERN HILLS HOMEOWNERS' ASSOCIATION (the "Association"), made under and pursuant to its Articles of Incorporation and By-Laws shall be binding upon the lots contained in the Addition and the owners thereof. Membership in the Association shall consist of all owners of lots in the Addition and all owners of such additional property designated by the Declarant. Any such decision to add Property to the Association shall be made in the Declarant's sole discretion.

3.2 Assessments. The annual assessments shall be made on a per lot basis and shall be \$120.00 per year.

Such assessments may be increased five percent (5%) per year by the Board of Directors of the Association and up to ten percent (10%) per year upon the affirmative vote of two-thirds of the owners of lots in the Addition. Such assessments shall be a lien upon the lot assessed. Any such lien may be foreclosed by the Association and the lot owner shall be responsible for all costs and attorney's fees incurred by the Association in connection with such suit. No lot shall be entitled to more than one (1) vote, regardless of the number of owners. No lot owned by the Declarant shall be subject to assessment.

3.3 Maintenance Responsibilities of Association. The Association shall have various maintenance responsibilities as established from time to time by its Board of Directors. Such responsibilities shall include, but not be limited to, the following items: (1) Maintenance, care and replacement, if necessary, of the landscaping, brick entryway features, and the fencing related thereto that runs north and south along the eastern perimeter of the Southern Hills Addition parallel to Madison Avenue adjacent to the Southern Hills Addition, and (2) other such items as designated by the Board of Directors.

ARTICLE IV

Declarant's Reserved Rights

4.1 In General. In addition to any rights or powers reserved to Declarant or granted to Declarant under the provisions of the Southern Hill's Deed of Dedication this Declaration or the Association Documents, Declarant shall have the rights and powers set fort in this article. Anything in this Declaration or the Association Documents to the contrary notwithstanding, the provisions set forth in this article shall govern. If not sooner terminated as provided in this article, the provisions of this article shall terminate

and be of no further force and effect from and after such time as Declarant is no longer vested with or controls title to any lot or property within the Addition.

- 4.2 Promotion of Southern Hills.** In connection with the promotion, sale or rental of any improvements upon any property in the addition: (a) Declarant shall have the right and power, within its sole discretion, to construct such temporary or permanent improvements, or to do such acts or other things in, or to such property as Developer may determine to be necessary including, without limitation, the right to construct and maintain model homes, sales or leasing offices, parking areas, advertising sign, lighting and banners or other promotional facilities at such locations and in such forms as Declarant may deem advisable; and (b) Declarant and its respective guests, agents, prospective purchasers and tenants, shall have the right of ingress, egress and parking in and through, and the right to use and enjoy the common and reserve areas at any time without fee or charge.
- 4.3 Construction on the property within the Addition.** Declarant is hereby granted the right and power to make such improvements to any property within the Addition as Declarant deems to be necessary or appropriate. Declarant may permit such builders and other contractors' access to and upon such property as Declarant may with and subject to such limitation and condition as Declarant may require. Declarant and its respective agents and contractors shall have the right of ingress, egress and parking on such property and the right to store construction equipment and materials on such property without the payment of any fee or charge whatsoever.
- 4.4 Declarant Control of Association.** The Declarant shall be in sole and complete legal control of the Southern Hills Homeowners Association from the inception thereof until such time as the Declarant relinquishes control thereof as set forth herein. The date on which Declarant's rights under this Section 4.4 shall terminate shall be referred to as the "Turnover Date". The first and all subsequent Boards prior to the Turnover Date shall consist of those persons designated by declarant. Declarant's rights under this section to designate the members of the Board shall terminate on the first to occur of (a) such time as Declarant no longer holds or controls title to any part of the Property or other lands that have come under the control of the Association, pursuant to Article 3.1 herein, (b) the giving of written notice by Declarant, to the Association's Board, of the Declarant's election to terminate such rights, or (c) ten (10) years from the date of recording hereof. From and after the Turnover Date, the Board shall be constituted and elected as provided in the Association Bylaws. Prior to the Turnover date all of the voting rights of the Owners shall be vested exclusively in Declarant. The Owners, prior to the Turnover Date, shall have no voting rights. Despite having no voting rights at that point in time, such Owners' lots shall nevertheless be subject to assessment. The Declarant, upon request, shall supply such Owners with an annual accounting of the manner in which collected assessments have been spent.
- 4.5 Other Rights.** Declarant shall have the right and power to execute all documents and do all other acts and things affecting the Addition which Declarant determines are necessary or desirable in connection with the rights of Declarant under this Declaration.

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4.6 Assignment of Rights and Responsibilities of Declarant/Developer. The Declarant/Developer may, in its sole discretion, assign all of its rights, as Declarant/Developer set forth herein, to a third party building company for the purpose of administering the Southern Hills Homeowners Association and any of the Covenants, Conditions and Restrictions set forth herein. To become effective, such Assignment and Assumption Agreement shall be filed in the office of the Washington County Clerk.

ARTICLE V

Prudential Considerations

- 5.1 Enforcement.** Enforcement to restrain or to recover damages for violation of the Covenants may be brought by the Declarant or an owner of any lot or having any interest therein, whether acting jointly or severally, the Association. The Declarant and the Association shall not be obligated to enforce any covenant or restriction through legal proceedings or otherwise.
- 5.2 Remedies.** If any person shall violate or attempt to violate any of the covenants, conditions or restrictions herein, any person owning any real property in the Addition shall have standing to prosecute any proceedings at law or in equity against the person violating the same to prevent the violation or to recover damages for such violation. In any action brought to enforce any provision hereof, the Declarant or the Association, if the prevailing party, shall be entitled to an award of attorneys fees to be taxed as costs.
- 5.3 Special Assessments.** In the event that the Owner of any lot shall violate any covenant herein the Board of Directors of the Association or the Declarant shall have the right to enter upon said parcel and to remedy the violation. The cost for curing the violation shall thereupon be assessed against the lot and shall be a lien on such lot, which may be foreclosed as contained herein.
- 5.4 No Waiver.** The failure of the grantor, or any successor in title, to enforce any given restriction or covenant, or condition at any time, shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these restrictions and protective covenants.
- 5.5 Waiver or Right of Recovery.** Each Owner shall be responsible for obtaining insurance coverage for the risk of bodily injury and physical loss or damages of any kind to his and his invitees' personal property, including, but not limited to any personal property stored or located on property within the Addition and with respect to his home. The Association and each Owner hereby waive and release any and all claims which they may have against any Owner, the Association, its directors and officers, the Declarant, the managing agent, if any, and their respective employees and agents, for damage to the lots, or the homes, or to any personal property located in the lots, or the homes, caused by fire, flood or other casualty, to the extent that such damage is

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insurable by fire, flood or other forms of casualty insurance, and to the extent possible, all such policies shall contain waivers for the insurer's rights to subrogation against any Owner, the Association, its directors and officers, Declarant, the managing agent, if any, and their respective employees and agents.

5.6 Severability. Invalidation of any one of these covenants, restrictions or conditions shall not affect any of the other provisions, which shall remain in full force and effect.

5.7 Disclaimer of Warranty. Except as expressly provided in writing, Declarant makes no warranty, express or implied, regarding the Addition or any improvement in the Addition the sufficiency of utilities, the storm water management design, the workmanship, design or materials used in every improvement, including without limitation the common areas and including without limitation any express or implied warranty of merchantability, liability, fitness or suitability for any particular purpose or use or any warranty of quality.

5.8 Binding Effect; Amendments. These amended and restated covenants, conditions and restrictions are to run with the land, and shall be binding upon all parties and all persons claiming under them provided, however, the Declarant reserves the right to grant variances therefrom in particular cases in the event the Declarant, in its sole discretion, determines such variance would be in the best interest of the Addition, and further provided that they may be amended as follows:

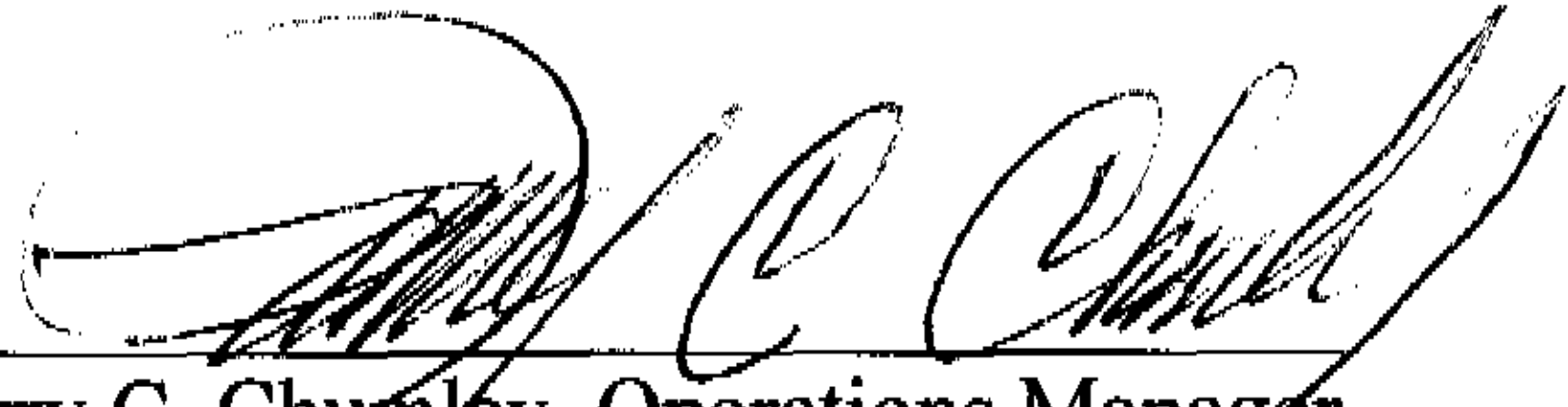
5.9 In General. After the Turnover Date, this Declaration may be amended by the affirmative vote of two-thirds (2/3rds) of the lots; except that (i) the provisions of this paragraph may be amended only by an instrument executed by all of the Owners; and (ii) any provision relating to the rights of Declarant may be amended only with the written consent of Declarant. No amendment shall be effective until properly recorded. "Owners" shall not be deemed to include mortgagees or other persons holding items on any lot and such mortgagees and other lienholders shall not be required to join in any amendment to the Declaration.

REC-10112 PG 2723

IN WITNESS WHEREOF, Bartlesville Homes, L.L.C., being the owner of the Addition, hereby approves the foregoing Declaration of Covenants, Conditions and Restrictions on

May 3, 2006.

Bartlesville Homes, L.L.C.
An Oklahoma limited liability Company

By 
Larry C. Chumley, Operations Manager
10159 E. 11th Ste 415
Tulsa, Ok 74028

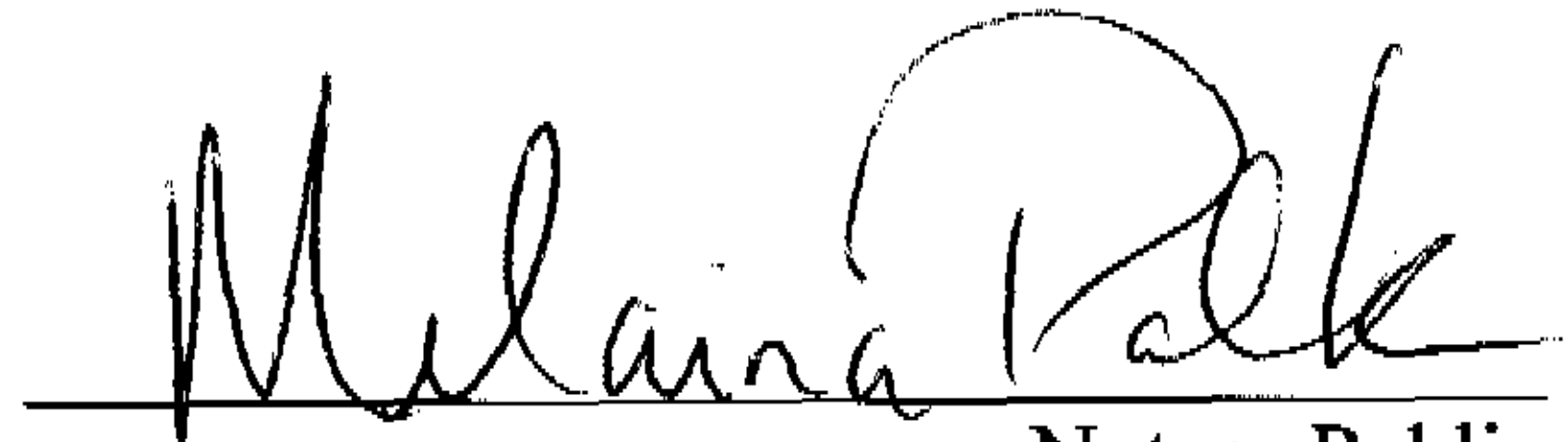
STATE OF OKLAHOMA)

COUNTY OF WASHINGTON)
Rogers

PK 1042 Pg 2 of 2

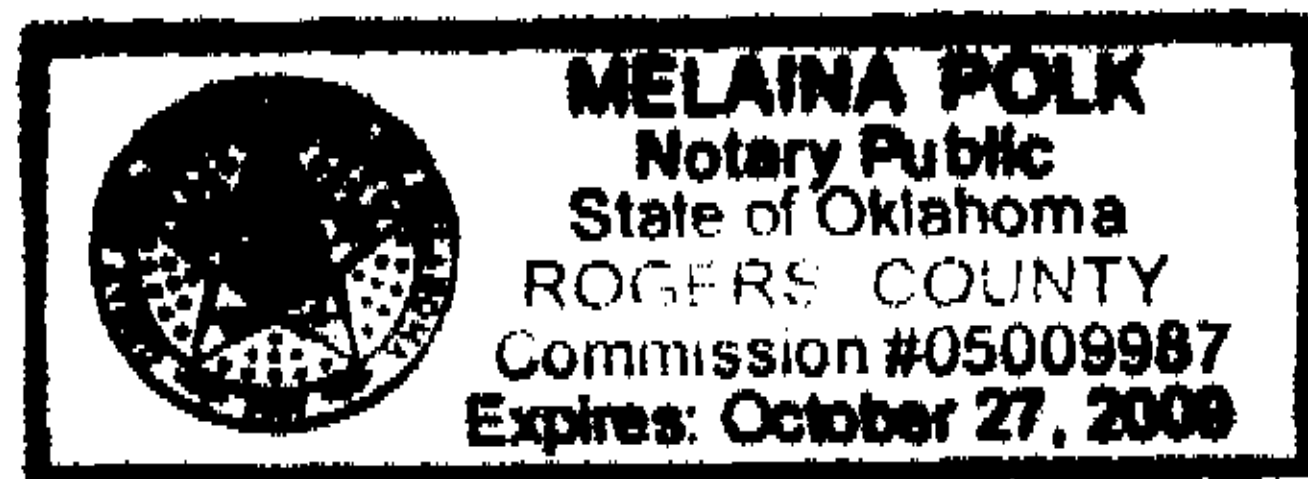
Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of May 3, 2006, personally appeared Larry Chumley, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Manager and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such limited liability company, for the uses and purposes therein set forth.

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


Notary Public

Doc # 2006004510
Bk 1042
Pg 2714-2724
DATE 05/04/06 15:00:24
Filing Fee \$33.00
Documentary Tax \$0.00
State of Oklahoma
County of WASHINGTON
WASHINGTON County Clerk
M. PARRISH

Wander



003725

BYLAWS OF

**SOUTHERN HILLS HOMEOWNERS ASSOCIATION, INC.
An Oklahoma not-for-profit corporation**

Addressing:

**ALL of SOUTHERN HILLS
An Addition to the City of Bartlesville, Washington County,
State of Oklahoma, according to the recorded Plat thereof.**

ARTICLE I

OFFICES AND CONCEPT

Section 1.01 **Registered Office and Registered Agent.** The registered office and registered agent shall initially be set forth in the Certificate of Incorporation of Southern Hills Homeowner's Association, Inc. ("the Association") and continue as such until changed in duly adopted actions of the Board of Directors. Each registered office and registered agent may be changed from time to time by a duly adopted action of the Board of Directors, and the corporation shall file an appropriate statement of change of registered office or registered agent promptly after the taking of such action in accordance with applicable law. A copy of Certificate of Incorporation is attached hereto as Attachment 1.

Section 1.02 **Conditions and Restrictions.** The Declaration of Covenants, Conditions and Restrictions for Southern Hills ("The Declaration") has contained therein many provisions which govern and control the operation of the Association. All such provisions in The Declaration which pertain to the Association are deemed incorporated herein by reference thereto as if same were once again fully set forth herein. In the event of any conflict or inconsistency between the provisions of said Declaration and the Provisions of these Bylaws, then said Declaration shall control.

ARTICLE II

MEMBERS.

Section 2.01. **Place of Meeting.** All meetings of the members of the Corporation shall be held at the registered office of the Corporation unless otherwise determined by the Board of Directors and specified in the notice of

BK 1041 PG 3507

meeting, in which event the meeting shall be held at the place designated in the notice of such meeting.

Section 2.02. Annual Meeting. The Board of Directors may fix the date and time of the annual meeting of the members. At the annual meeting, the members then entitled to vote shall transact all business, including any necessary elections, as may properly be brought before the meeting.

Section 2.03 Special Meetings. Special meetings of the members of the Corporation may be called for any purpose for which meetings may lawfully be called at any time by the President or by a majority of the Board of Directors, and shall be called after the Corporation's receipt of the request in writing of one-fourth of the members of the Corporation entitled to vote. Every request for a special meeting shall state the specific purpose or purposes of the meeting. The date of the meeting shall be held at such date and time as the President may fix, but not less than 10 nor more than 60 days after the receipt of the request, and the Secretary shall give due notice thereof. If the President shall neglect or refuse to fix the time and date of such meeting, the person or persons calling the meeting may do so.

Section 2.04 Notice of Meetings: Quorum. Written notice of any meeting for the purpose of taking any action authorized hereunder shall be sent to all Members not less than ten (10) days nor more than forty-five (45) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty percent (50%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting. **Regardless of any other provisions in their paragraph to the contrary, prior to the Turnover Date (as defined in Section 2.06 B below), no notice or quorum requirements shall be applicable to the Association.**

Section 2.05 Conduct of Meeting. All annual and special meetings of members shall be conducted in accordance with such rules and procedures as the Board of Directors may determine, subject to the requirements of applicable law and, as to matters not governed by such rules and procedures, as the chairman of such meetings shall determine. The chairman of any annual or special meeting of members shall be the President or, in his absence, the Vice-President of the Corporation. The Secretary, or in the absence of the Secretary, a person designated by the chairman of the meeting, shall act as secretary of the meeting.

Section 2.06

Membership, Voting Rights and The Association.

- A. Membership in the Association shall consist of all owners of lots in Southern Hills. No lot shall be entitled to more than one (1) vote, regardless of the number of owners. Membership shall be appurtenant to any lot and may not be separated from ownership of any lot, which is subject to assessment. No lot owned by Bartlesville Homes, L.L.C. (“the Developer”), shall be subject to assessment.
- B. Developer Control of Association. At the time of adoption of these Bylaws the Developer is the sole owner of some of the lots in Southern Hills. The Developer shall be in sole and complete legal control of the Southern Hills Homeowners Association, Inc. from the inception thereof until such time as the Developer relinquishes control thereof as set forth herein. The lots owned by individuals other than the Developer are also included in the Homeowners Association. The date on which the Developer/s rights hereunder shall terminate shall be referred to as the “Turnover Date”. The first and all subsequent Boards prior to the Turnover Date shall consist of those persons designated by the Developer. The Developer’s rights under this section to designate the members of the Board shall terminate on the first to occur of (a) such time as the Developer no longer holds or controls title to any lot in Southern Hills, (b) the giving of written notice by the Developer, to the Association’s Board or the Associations members, of the Developer’s election to terminate such rights, or (c) ten (10) years from the date of recording hereof. From and after the Turnover Date, the Board shall be constituted and elected as provided in the Association’s Bylaws. Prior to the Turnover date all of the voting rights of the lot owners shall be vested exclusively in the Developer. **The lot owners, prior to the Turnover Date, shall have no voting rights. Despite having no voting rights at that point in time, such lot owners’ lots shall nevertheless be subject to assessment.** The Developer, upon request, shall supply such lot owners with an annual accounting of the manner in which collected assessments have been spent.
- C. The Association has been incorporated as an Oklahoma not-for-profit corporation. The Association shall be the governing body for all of the Owners for the administration and operation of the common areas, entry landscaping located in the public Rights-or way, reserve areas and/or decorative fencing and for the administration of the Association. The Association shall have all rights, privileges and authority reasonably implied from the existence of any right, privilege or authority granted to it in these Bylaws and the Declarations or otherwise reasonably necessary to effectuate any such right, privilege or authority.

BK 1041 PG 3509

Section 2.07. Assessments; Initial and Otherwise. The following annual assessments shall be made on a per lot basis:

\$120.00 per year per lot

The first annual assessment period shall commence as of a date to be determined by the Board of Directors. Such assessments shall be deemed delinquent if not paid on or before March 1 of each year. The Board of Directors shall review the amount of such assessment annually and give appropriate notice of the amount and due date thereof to all members. Such assessments as set forth above may be increased by ten percent (5%) per year by the Board of Directors of the Association and up to fifteen percent (10%) per year upon the affirmative vote of two-thirds of the owners of lots in the Addition. Such assessments shall be a lien upon the lot assessed. Any such lien may be foreclosed by the Association and the lot owner shall be responsible for all costs and attorneys fees incurred by the Association in connection with such suit. The purposes and uses of the annual assessments shall be as determined from time to time by the Board of Directors of the Association. Special assessments for capital improvements shall be permitted up on the affirmative vote of two-thirds of the owners lots in the Addition.

ARTICLE III

BOARD OF DIRECTORS

SECTION 3.01. Powers. The Board of Directors shall have full power to manage the business and affairs of the Corporation; and all powers of the Corporation except those specifically reserved to the members by law, the Certificate of Incorporation of these Bylaws, are hereby granted to and vested in the Board of Directors.

SECTION 3.02 Number, Qualifications, Election and Term of Office. Prior to the Turnover date, the Board shall consist of at least three (3) natural persons from time to time designated by the Developer, which persons may, but need not, be members of the Association. At the time of the execution of these Bylaws, the Developer is the owner of most of the lots within Southern Hills and, pursuant to the power vested in it, hereby designates the following three individuals to constitute the initial board of Directors: i)Larry Chumley; ii) Malaina Polk; and iii) Kimberly Howsden. Prior to the Turnover Date, the Developer may change the composition of the Board in its sole discretion. Thereafter, the Board of Directors shall consist of such number of directors as may be determined from time to time by resolution of the Board of Directors; provided that the Board shall consist of not less than one (1) nor more than five (5) persons. After the Turnover Date, all directors shall be elected annually by the Members of the Association. No director

need be an officer or member of the Corporation but each director shall be a natural person 21 years of age or older. Each Director shall serve until the next annual meeting of the members or until his successor shall have been duly elected and qualified, except in the event of his death, resignation or removal.

SECTION 3.03 **Vacancies.** After the Turnover Date, any Director may be removed, either for or without cause, at any meeting of members by the affirmative vote of a majority of the members present in person or by proxy at such meeting and entitled to vote for the election of such director, provided notice of the intention to act upon such matter shall have been given in the notice calling such meeting. Vacancies and newly created directorships resulting from any increase in the authorized number of Directors may be filled by a majority of the Directors then in office, though less than a quorum, or by a sole remaining Director, and any Director so chosen shall hold office until the next annual election or until his successor is duly elected and qualified. If there are no Directors in office, then an election of Directors may be held in the manner provided by law. If, at the time of filling any vacancy or any newly created directorship, the Directors then in office shall constitute less than a majority of the whole Board (as constituted immediately prior to any such increase), a court of competent jurisdiction may, upon application of members holding of record at least 10 percent of the total number of the shares at the time outstanding having the right to vote for such Directors, summarily order an election to be held to fill any such vacancies or newly created directorships or to replace the Directors chosen by the Directors then in office.

SECTION 3.04 **Resignations.** Any Director of the Corporation may resign at any time by giving written notice to the Board of Directors, President or the Secretary of the Corporation. Such resignation shall take effect upon receipt by the Corporation of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 3.05 **Organization.** At every meeting of the Board of Directors, the President, if there be one, or, in the case of a vacancy in the office or absence of the President, the Director chosen by a majority of the Directors present, shall preside, and the Secretary, or, in his absence, the person appointed by the chairman of the meeting, shall act as secretary of the meeting.

SECTION 3.06 **Place of Meeting.** The Board of Directors may hold its meetings, both regular and special, at such place or places within or without the state of incorporation as the Board of Directors may from time to time select, as designated in the notice calling the meeting.

SECTION 3.07 **Organizational Meeting.** The first meeting of each newly elected Board of Directors shall be held without notice immediately

following the annual meeting of members, unless the members shall determine otherwise.

SECTION 3.08 **Regular Meetings.** Regular meetings of the Board of Directors may be held without notice at such time and place as shall be designated from time to time by a duly adopted action of the Board of Directors.

SECTION 3.09 **Special Meetings.** Special meetings of the Board of Directors shall be held whenever called by the President or by two or more of the Directors. Notice of each special meeting shall be given to each director by telephone, e-mail, facsimile, in writing or in person at least 24 hours (in the case of notice by telephone, in person or actual notice however received) or 48 hours (in the case of notice by email, or facsimile or similar wire communication) or five (5) days (in the case of notice by mail or otherwise) before the time at which the meeting is to be held. Each such notice shall state the date, time and place of the meeting to be so held.

SECTION 3.10 **Consent of Directors in Lieu of Meeting.** Unless otherwise restricted by law, the Certificate of Incorporation or these Bylaws, any action required or permitted be taken at any meeting of the Board of Directors or of any Committee thereof may be taken without a meeting, without prior notice and without a vote if a consent in writing setting forth the action so taken shall be signed by all of the Directors. The written consent shall be filed with the minutes of proceedings of the Board or the Committees.

SECTION 3.11 **Compensation of Directors, Developer.** No member of the Board of Directors shall receive any compensation for acting as such. The Directors shall be reimbursed their actual reasonable expenses, if any, incurred as a result of their duties. Furthermore, a Director and/or the Developer may receive reasonable compensation for duties related to finance and accounting requirements/activities prior the Turnover Date.

ARTICLE IV

NOTICES OF MEETINGS

SECTION 4.01 **Notice.** Whenever notice is required to be given to any Director or member, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such Director or member, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail **OR** such notice may be given by e-mail or facsimile if such Director or Member provides an e-mail or facsimile number to

the Association's Board. Notice to Directors may also be given in accordance with Section 3.09 of Article III hereof.

SECTION 4.02 **Waivers of Notice.** Whenever any notice is required to be given, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice except in the case of a special meeting of members and as otherwise required by law, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the members, Directors or Committee of Directors need be specified in any written waiver of notice of such meeting.

SECTION 4.03 **Telephone Conference Meetings.** One or more members, Directors or members of a Committee of Directors may participate in a meeting of the members, Board, or of a Committee of the Board, by means of telephone conference or similar communications equipment provided that all persons participating in the meeting pursuant to this section shall constitute presence in person at such meeting.

ARTICLE V

OFFICERS

SECTION 5.01 **Number, Qualifications and Designation.** The officers of the Corporation shall be chosen by the Board of Directors and shall be a President, one or more Vice Presidents, a Secretary, A Treasurer, and such other officers as may be elected in accordance with the provisions of this Article. One person may hold more than one office. Officers may be, but need not be, Directors or members the Corporation. The Board of Directors may from time to time elect such other officers as it deems necessary or appropriate, who shall exercise such powers and perform such duties as are provided in these Bylaws and as the Board of Directors may from time to time determine.

SECTION 5.02 **Election, Term, of Office and Removal.** The Officers of the Corporation shall be elected annually by the board of Directors, and each such officer shall hold his office until his successor shall have been elected and qualified, or until his earlier death resignation or removal. Any officer may resign at any time upon written notice to the Corporation. Such resignation shall take effect upon receipt by the Corporation of such notice.

SECTION 5.03 **Removal of Officers.** Any officer or agent elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the affirmative vote of a majority of the whole Board of Directors. If any office becomes vacant for any reason, the vacancy may be filled by the Board of Directors.

SECTION 5.04 **The President.** The President shall be the Chief Executive Officer of the Corporation, shall serve as Chairman of the Board and shall have general supervisory responsibility over all operations of the Corporation, subject to the control of the Board of Directors. He/She shall preside at all meetings of the members and the Board of Directors and shall assist the Board of Directors in the formulation of policies to be pursued by the executive management of the Corporation. It shall be his/her responsibility to see that the policies established by the Board of Directors are carried into effect. He/She shall execute and deliver, in the name of the Corporation deeds, mortgages, bonds, contracts or other instruments, authorized by the Board of Directors, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation; and, in general, the President shall perform all duties incident to the office of Chief Executive Officer and Chairman of the Board of the Corporation.

SECTION 5.05 **The Vice President.** The Vice President, in order of the designation by the Board of Directors, shall perform the duties of the President in his absence and such other duties as may from time to time be assigned them by the Board of Directors or by the President.

SECTION 5.06 **The Secretary.** The Secretary shall attend all meetings of the members, the Board of Directors and Committees thereof shall record the minutes of the proceedings thereat and shall keep a current and complete record thereof. The Secretary shall publish, keep and maintain records and reports of the Corporation as required by law; shall be the custodian of the seal of the Corporation and see that it is affixed to all documents to be executed on behalf of the Corporation under its seal; and, in general, shall perform all duties incident to the office of Secretary and such other duties as may from time to time be assigned to him by the Board of Directors, the Chairman of the Board or the President. Each Assistant Secretary shall have such powers and perform such duties as the Board of Directors or the President may from time to time prescribe.

SECTION 5.07 **The Treasurer.** The Treasurer shall be the Chief Financial Officer of the Corporation; shall have responsibility for the proper care and custody of all corporate funds and securities; shall keep full, accurate and complete records, receipts and disbursements of the Corporation; and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors.

BK 1041 PG 3515

He/She shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render a report to the Board of Directors, whenever requested, of the financial condition of the Corporation, and shall perform such other duties as the Board of Directors may prescribe. In the absence of a Corporate Controller, the Treasurer shall be responsible for the performance of all the duties of the Controller. Each Assistant Treasurer shall have such powers and perform such duties as the Board of Directors or the President may from time to time delegate.

SECTION 5.08 Assistant Officers. The Board of Directors may appoint one or more assistant officers. Each assistant officer shall, at the request of or in the absence or disability of the officer to whom he is an assistant, perform the duties of such officer and shall have such other authority and perform such other duties as the Board of Directors may prescribe.

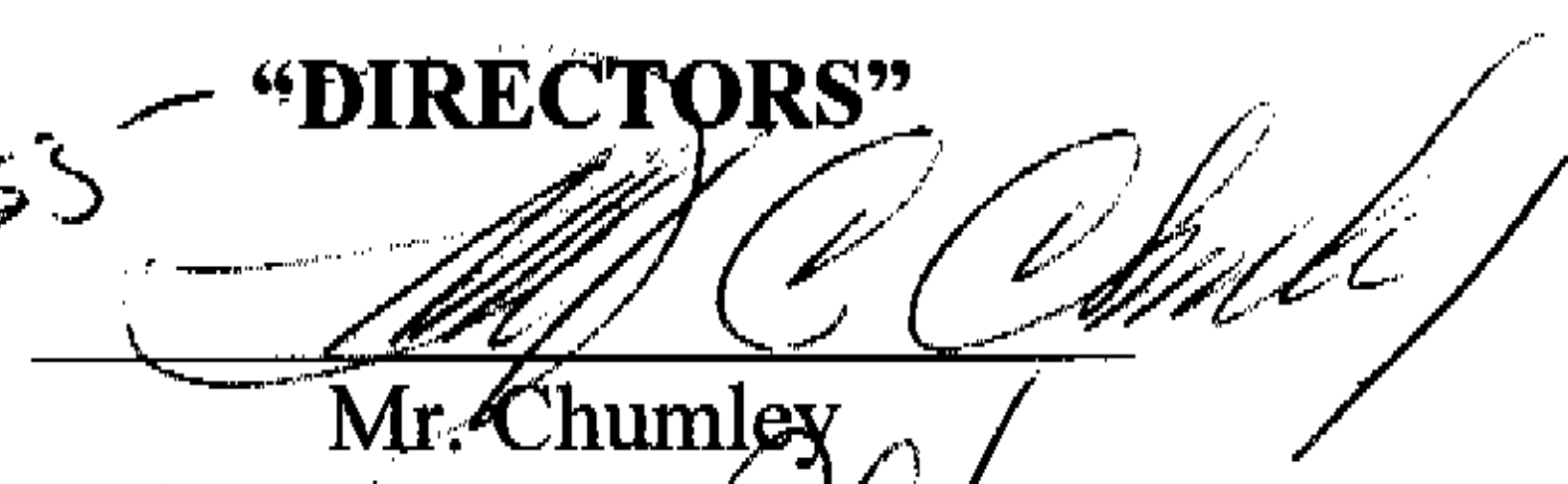
SECTION 5.09 Bonds. If required by the Board of Directors, any officer shall give the Corporation a bond in such form, in such sum, and with such surety or sureties as shall be satisfactory to the Board, for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in their possession or under their control belonging to the Corporation.

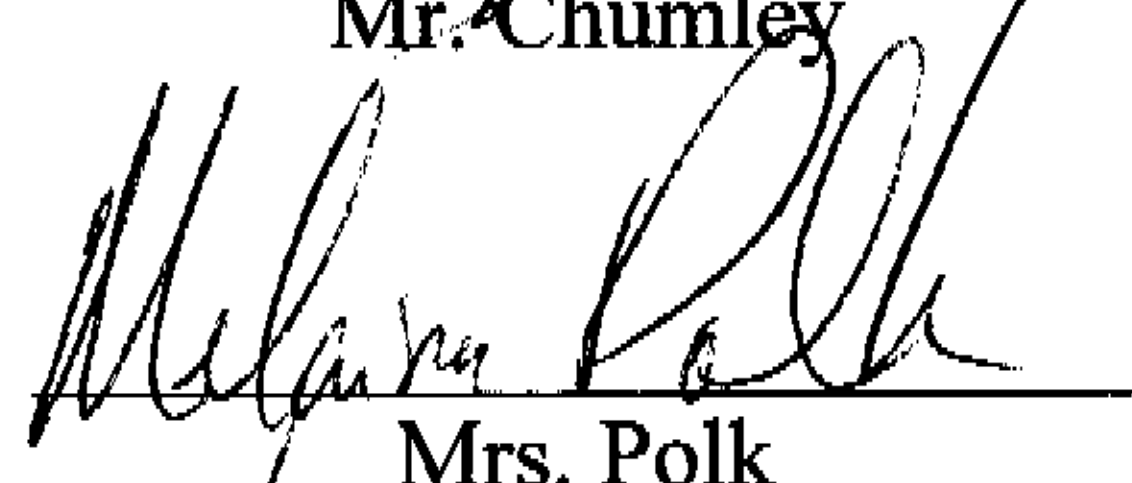
SECTION 5.10 Amendments. Prior to the Turnover Date, these Bylaws may be amended, unilaterally by the Developer; provided, however, that increases assessments are still subject to the restrictions contained in Section 2.07 hereof. After the Turnover Date, these Bylaws may be amended by sixty percent (60%) of the members of the Association entitled to vote.

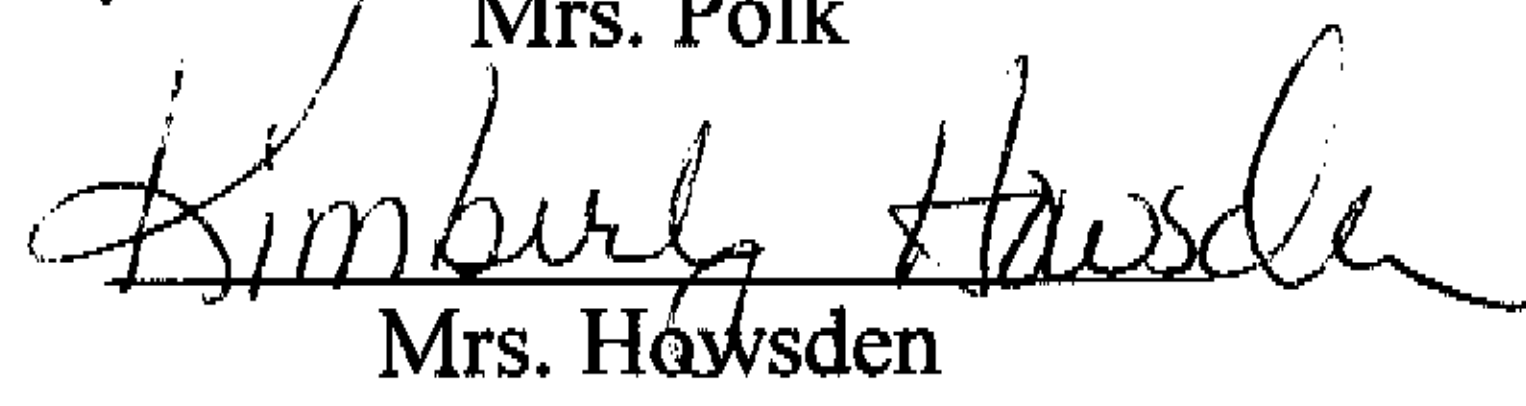
Adopted this 4th day of April, 2006.

8813 N. 145 St
Owasso, OK 74055

"DIRECTORS"


Mr. Chumley


Mrs. Polk


Mrs. Howsden

STATE OF OKLAHOMA)

COUNTY OF ~~WASHINGTON~~)
Rogers

Before me, the undersigned, a Notary Public in and for said County and State, on this 12 day of April, 2006, personally appeared Larry Chumley, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Manager and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such limited liability company, for the uses and purposes therein set forth.

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



[Handwritten Signature]

Notary Public



Doc # 2006003725
Bk 1041
Pg 3507-3516
DATE 04/13/06 09:48:35
Filing Fee \$31.00
Documentary Tax \$0.00
State of Oklahoma
County of WASHINGTON
WASHINGTON County Clerk
M. PARRISH

BK 1041 PG 3516

ARTICLES OF INCORPORATION

of

SOUTHERN HILLS HOMEOWNER'S ASSOCIATION, INC.

The undersigned natural person being of majority and acting as incorporator of a corporation under the Oklahoma Non-Profit Corporation Act, does hereby adopt the following Articles of Incorporation for such corporation.

ARTICLE I

The name of the corporation, which is hereinafter called the "Association", is "Southern Hills Homeowner's Association, Inc."

ARTICLE II

The Association does not afford pecuniary gain, incidentally or otherwise, to its members.

ARTICLE III

The period of its duration is perpetual.

ARTICLE IV

The purpose for which the Corporation is organized is to promote and develop the common good and social welfare of residents of Southern Hills Subdivision, an Addition to Washington County, Oklahoma, (the "Addition") as more fully set out in the Amended and Restated Restrictive Covenants for the Subdivision Comprising Southern Hills Subdivision, an Addition to Washington County, Oklahoma recorded on the 21st day of September, 1982, at 2:39 pm., with Reception # 99134, Plat Envelope #475 of the records of the Circuit Clerk and Ex-Officio Recorder for Washington County, Oklahoma, (the "Covenants").

Without limiting the generality of the foregoing, the Association shall have power to take and hold any property, to establish thereon and to administer and enforce covenants, conditions, restrictions, reservations, servitudes, profits, licenses, easements, liens or charges for the support and benefit of the Association and the welfare or betterment of the Lots and Common Properties (as defined in the Covenants) or Owners which are not inconsistent with the Covenants; to construct, install, extend, operate, maintain, repair and replace utilities, systems, services, landscaping or other facilities for the welfare or betterment of the Lots, the Common Properties, and the Owners; to sell, convey, dispose of or lease any of the Common Properties.

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BK 1041 PG 3517

The Association shall have all powers conferred upon it by law unless inconsistent with the provisions of these Articles or the Covenants. The Association shall not be organized nor operated for profit, nor shall it participate or intervene, directly or indirectly, in any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE V

Section 1. Membership. Every person or entity who is the owner of a lot in the Addition, and who meets the requirements set forth in the Covenants shall be a member of the Association. For the purpose of determining membership, such ownership will be deemed to have vested upon delivery of a duly executed deed or contract to the grantee or vendee. Legal title retained by a vendor selling under a contract shall not qualify such vendor for membership. Foreclosure of a contract or repossession for any reason of a lot sold under contract shall terminate the vendee's membership, whereupon all rights to such membership shall revert to the vendor.

Section 2. Voting Rights. Members shall be those persons specified in Section 1 of this Article and in Article II of the Covenants. Members shall be entitled to such votes as are set forth in Article II of the Covenants. When more than one (1) person holds such interest or interests in any lot, all such persons shall be members and the vote for such lot shall be exercised as they may among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such lot.

Section 3. Suspension of Membership Rights. The membership rights (including voting rights) of any member may be suspended by action of the board of directors if such member shall have failed to pay when due any assessment or charge lawfully imposed upon him or any property owned by him, or if the member, his family, his tenants, or guests of any thereof, shall have violated any rule or regulation of the board regarding the use of any property or conduct with respect thereto.

ARTICLE VI

The street address of the initial registered office of the Association is 100 N. Broadway, Suite 1700, Oklahoma City, Oklahoma 73102-8820. The name of the initial registered agent of the Association in this state is Mark Stonecipher.

The initial directors are as follows: Larry Chumley, Melaina Polk, and Kimberly Howsden, whose addresses are all P.O. Box 47, Owasso, OK 74055. The initial directors shall serve until the 2006 annual meeting of the association at which time the provisions of Article VIII shall determine the five (5) directors to be elected.

ARTICLE VII

BK 1041 PG 3518

The name and address of the Incorporator is Larry C. Chumley, P.O. Box 47, Owasso, OK 74055.

ARTICLE VIII

The Association shall initially have three (3) directors who shall constitute the board of directors and the governing body of the Association. The directors must be members of the Association in good standing. The following board of directors shall be elected at the first annual meeting of the Association. At the second annual meeting, the association shall elect five (5) directors: two (2) directors shall be elected to serve a term of two (2) years, and three (3) directors shall be elected to serve a term of one (1) year. At each annual meeting thereafter, directors, as their terms expire, shall be elected for full two (2) year terms.

Except as herein otherwise specified, the decision of the majority of the directors shall be sufficient to authorize any action on behalf of the Association. Each director shall be entitled to one (1) vote on every matter presented to the board of directors.


Any meeting of the members of the board of directors of the Association may be held within or without the state of Oklahoma.

ARTICLE IX

Upon dissolution or other termination of the Association, no part of the property of the Association, nor any of the proceeds thereof, shall be distributed to the members of the Association as such, but all such property and proceeds shall, subject to the discharge of valid obligations of the Association, be distributed as directed by the members of the Association to the governing body of any community or communities for the welfare of which the Association shall have been operated or to one or more corporations or other organizations not organized for profit and operated exclusively for the promotion of social welfare, and which does not participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office.

Dated this 12 day of April, 2006.

8813 N. 145 ST
OWASSO, OK 74055


Larry Chumley, Incorporator

BK 1041 PG 3519

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
)§§
COUNTY OF WASHINGTON)

On this the 12 day of April, 2006, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting within and for said County and State, personally appeared LARRY C. CHUMLEY, known to me to be the person described in the foregoing instrument and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Melaina Polk

Notary Public

My Commission Expires:

BK 1041 PG 3520



Doc # 2006003726
Bk 1041
Pg 3517-3520
DATE 04/13/06 09:48:35
Filing Fee \$19.00
Documentary Tax \$0.00
State of Oklahoma
County of WASHINGTON
WASHINGTON County Clerk
M. PARRISH

[Handwritten signature]