

THE NUMBER TWENTY
PAGE 102
FILED 1971, MAY
LINE 119741 O.K.W.
10/10/1997
BOOK 3140
Washington County, Oklahoma
RECORDED 1887 TILLS

DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:
COAST CONSTRUCTION, INC., AN OKLAHOMA CORPORATION, HEREAFTER REFERRED TO AS THE 'OWNER/DEVELOPER' IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BARTLESVILLE, WASHINGTON COUNTY, STATE OF OKLAHOMA, TO WIT:
A PART OF THE EAST HALF OF SECTION 29, TOWNSHIP 26 NORTH, RANGE 13 EAST OF THE INDIAN BASE AND MERIDIAN, WASHINGTON COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 4, COLONIAL ESTATES 14TH ADDITION, AN ADDITION TO THE CITY OF BARTLESVILLE, THENCE S. 89°07'48" E ALONG THE SOUTH LINE OF SAID BLOCK 4 A DISTANCE OF 11203 FEET, THENCE S 90°00'00" E ALONG THE SOUTH LINE OF SAID BLOCK 4, A DISTANCE OF 297 FEET TO THE POINT OF BEGINNING, THENCE N 90°00'00" E, ALONG THE SOUTH LINE OF BLOCK 4, A DISTANCE OF 4839 FEET, THENCE N 78°47'03" E, ALONG THE SOUTH LINE OF SAID BLOCK 4, A DISTANCE OF 30585 FEET, THENCE N 90°00'00" E, ALONG THE SOUTH LINE OF SAID BLOCK 4, A DISTANCE OF 15800 FEET TO THE WEST RIGHT OF WAY OF CAMELOT DRIVE, THENCE S 00°00'00" W, ALONG THE SAID WEST LINE OF CAMELOT DRIVE, A DISTANCE OF 283.01 FEET, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET AND A CENTRAL ANGLE OF 50°00'00" ALONG THE WEST LINE OF SAID CAMELOT DRIVE A DISTANCE OF 235.62 FEET, THENCE S 50°00'00" W ALONG THE SAID WEST LINE OF CAMELOT DRIVE, A DISTANCE OF 234.58 FEET, THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 50°00'00" ALONG THE WEST LINE OF SAID CAMELOT DRIVE, A DISTANCE OF 75.00 FEET TO THE RIGHT HAVING A RADIUS OF 270.00 FEET AND A CENTRAL ANGLE OF 6°49'10" ALONG THE WEST LINE OF CAMELOT DRIVE, A DISTANCE OF 32.14 FEET, THENCE S 51°49'10" W, ALONG THE SAID WEST LINE OF CAMELOT DRIVE, A DISTANCE OF 98.49 FEET, THENCE N 38°10'50" W, A DISTANCE OF 104.31 FEET, THENCE N 00°52'12" E A DISTANCE OF 653.90 FEET TO THE POINT OF BEGINNING CONTAINING 302.551 SQUARE FEET OR 6.95 ACRES, MORE OR LESS.

AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS AND STREETS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS 'COLONIAL ESTATES 15TH ADDITION, PHASE 1', A SUBDIVISION IN THE CITY OF BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA.

SECTION I - STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREETS AS DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U.E." OR "UTILITY EASEMENT", FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES, AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING OVER, ACROSS, AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BARTLESVILLE, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE STREETS AND UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THE INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF A STREET OR EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS.

B. UNDERGROUND SERVICE

1. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTWAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS, AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN EASEMENTWAYS.
2. UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE TO A PARTICULAR STRUCTURE THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE PERMANENT EFFECTIVE AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.
3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTWAYS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THE DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
4. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE, THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENT-WAYS SHOWN ON SAID PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.
2. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON HIS LOT, AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE GAS FACILITIES. THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT OR HIS AGENTS OR CONTRACTORS.
3. THE FOREGOING COVENANTS SET FORTH IN THE PARAGRAPH D SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

E. SURFACE DRAINAGE

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS HIS LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH D SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BARTLESVILLE, OKLAHOMA.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY MAINTENANCE OF WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THE CITY OF BARTLESVILLE, OKLAHOMA OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

SECTION II: PRIVATE BUILDING AND USE RESTRICTIONS

WHEREAS, THE OWNER/DEVELOPER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND CONFORMITY AND COMPATIBILITY OF IMPROVEMENTS THEREIN.

THEREFORE, THE OWNER/DEVELOPER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

A. USE

1. ALL LOTS SHALL BE KNOWN AND DESCRIBED AS RESIDENTIAL LOTS AND SHALL BE LIMITED TO USE FOR DETACHED SINGLE AND ATTACHED FAMILY RESIDENCES AND PURPOSES.
2. OUTLOT "A" SHALL BE LIMITED TO USE FOR UTILITIES, OPEN SPACE, LANDSCAPING, AND/OR RECREATION AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNER'S ASSOCIATION REFERRED TO IN SECTION HEREOF.

B. FRONTING AND ACCESS LIMITATION

EACH DWELLING SHALL FRONT AN INTERIOR PUBLIC STREET AND DERIVE ITS ACCESS SOLELY FROM AN INTERIOR PUBLIC STREET OR ACCESS EASEMENT AS SHOWN ON CORNER LOTS. THE DWELLING SHALL FRONT THE GREATER OF THE BUILDING SETBACK LINES IF DIFFERING BUILDING SETBACK LINES HAVE BEEN ESTABLISHED ON THE LOT.

C. YARDS AND SETBACKS

1. STREET SETBACK. NO BUILDING SHALL BE ERECTED NEARER TO A PUBLIC STREET THAN THE BUILDING SETBACK LINES DEPICTED ON THE ACCOMPANYING PLAT UNLESS SUBSEQUENTLY MODIFIED BY THE BARTLESVILLE PLANNING COMMISSION.

2. SIDE YARDS. ONE SIDE YARD SHALL NOT BE LESS THAN 5 FEET IN WIDTH.

3. REAR YARD. THE REAR YARD SHALL NOT BE LESS THAN 15 FEET. CUSTOMARY ACCESSORY STRUCTURES MAY BE LOCATED IN THE REQUIRED REAR YARD, BUT NO BUILDING BE ERECTED NEARER THAN 5 FEET TO ANY LOT LINE.

4. EASEMENT SETBACKS. NO BUILDING, WHETHER PRINCIPAL OR ACCESSORY, SHALL ENCRDACH UPON ANY UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT.

D. ARCHITECTURAL COMMITTEE - PLAN REVIEW

1. NO BUILDING, FENCE, WALL OR FREE STANDING MAIL BOX SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT IN THE SUBDIVISION UNTIL THE PLANS AND SPECIFICATIONS HAVE BEEN APPROVED IN WRITING BY COAST CONSTRUCTION COMPANY OR ITS AUTHORIZED REPRESENTATIVES OR SUCCESSORS WHICH ARE HEREAFTER REFERRED TO AS THE "ARCHITECTURAL COMMITTEE". FOR EACH BUILDING, THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN DUPLICATE AND INCLUDE A SITE PLAN, FLOOR PLAN, EXTERIOR ELEVATIONS, DRAINAGE AND GRADING PLANS, EXTERIOR MATERIALS AND COLOR SCHEME. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE PLANS AND SPECIFICATIONS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN 10 DAYS AFTER SUBMISSION, OR IN THE EVENT NO SUIT TO ENJOIN THE ERECTION OF THE BUILDING OR STRUCTURE OR THE MAKING OF AN ALTERATION HAS BEEN COMMENCED PRIOR TO THE 30TH DAY FOLLOWING COMPLETION THEREOF, APPROVAL OF THE ARCHITECTURAL COMMITTEE SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.
 2. THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREAFTER AUTHORIZED MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE ERECTED AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE HEREUNDER AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE OR CODE VIOLATIONS. THE APPROVAL OR FAILURE TO APPROVE BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION, NOTHING HEREIN CONTAINED SHALL BE DEEMED TO PREVENT ANY LOT OWNER IN THE SUBDIVISION FROM PROSECUTING ANY LEGAL ACTION RELATING TO IMPROVEMENTS WITHIN THE SUBDIVISION WHICH THEY WOULD OTHERWISE BE ENTITLED TO PROSECUTE.
 3. THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL UPON THE TRANSFERRING OF ALL LOTS TO BUYERS BE DEEMED TRANSFERRED TO THE HOMEOWNER'S ASSOCIATION PROVIDED FOR IN SECTION III, OR UPON WRITTEN ASSIGNMENT TO THE HOMEOWNER'S ASSOCIATION BY THE ARCHITECTURAL COMMITTEE, AND THEREAFTER THE FOREGOING POWERS AND DUTIES SHALL BE EXERCISED BY THE BOARD OF DIRECTORS OF THE HOMEOWNER'S ASSOCIATION.
- E. FLOOR AREA
SINGLE STORY DWELLINGS SHALL HAVE A MINIMUM OF 2000 SQUARE FEET OF LIVING AREA. MULTI-STORY DWELLINGS SHALL HAVE A MINIMUM OF 2200 SQUARE FEET OF LIVING AREA, PROVIDED HOWEVER, THE FIRST FLOOR SHALL HAVE A MINIMUM OF 1600 SQUARE FEET OF LIVING AREA. THE COMPUTATION OF SQUARE FEET OF LIVING AREA SHALL EXCLUDE GARAGES, OPEN SPACES AND BREEZEWAYS.
- F. GARAGES
AN ATTACHED GARAGE PROVIDING SPACE FOR A MINIMUM OF TWO AUTOMOBILES SHALL BE PROVIDED ON EACH LOT. GARAGES SHALL BE ENCLOSED AND CARPORTS ARE PROHIBITED. GLASS IN GARAGE DOORS IS PROHIBITED.
- G. FOUNDATIONS
ANY EXPOSED FOUNDATION SHALL BE OF BRICK, STONE OR STUCCO. NO STEM WALL SHALL BE EXPOSED.
- H. MASONRY
THE EXTERIOR SURFACE OF FIRST STORY WALLS (EXCLUDING WINDOWS AND DOORS) SHALL BE OF BRICK, STONE OR STUCCO, PROVIDED HOWEVER, THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THIS RESTRICTION.
- I. WINDOWS
ALUMINUM WINDOWS HAVING A MILL FINISH ARE PROHIBITED.
- J. ROOF PITCH
NO DWELLING SHALL HAVE A ROOF PITCH OF LESS THAN 6/12 PROVIDED HOWEVER, THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF RESTRICTIONS TO PERMIT A DWELLING HAVING A FLAT ROOF AREA EQUAL TO NO MORE THAN 20% OF THE AREA COVERED BY ALL ROOF SURFACES.

K. ROOFING MATERIALS

ROOFING SHALL BE SELF-SEALING COMPOSITION ROOFING SHINGLES (NOT LESS THAN 225# AND WEATHERED WOOD IN COLOR) AND SHALL BE EQUAL TO OR EXCEED THE QUALITY OF THE COMPOSITION SINGLE KNOWN AS "HERITAGE II", PROVIDED HOWEVER, IN THE EVENT THAT SUCH ROOFING SHOULD HERINAFTER NOT BE REASONABLY AVAILABLE, ALTERNATE ROOFING OF COMPARABLE QUALITY SHALL BE PERMITTED UPON THE DETERMINATION OF THE ARCHITECTURAL COMMITTEE THAT THE PROPOSED ALTERNATIVE IS OF COMPARABLE OR BETTER QUALITY AND OF A DESIGN AND COLOR WHICH IS COMPATIBLE WITH THE ROOFING FIRST ABOVE DESCRIBED.

L. ON-SITE CONSTRUCTION

NO RESIDENCE BUILT OFF-SITE SHALL BE MOVED OR PLACED ONTO ANY LOT.

M. OUTBUILDINGS

OUTBUILDINGS ARE PROHIBITED.

N. SWIMMING POOLS

ABOVE GROUND SWIMMING POOLS ARE PROHIBITED.

O. PERIMETER FENCING

THE OWNER/DEVELOPER HEREIN RESERVES TO ERECT AND MAINTAIN FENCING, WALLS, AND LANDSCAPING ALONG THE BOUNDARIES OF THE SUBDIVISION ADJACENT TO CAMELOT DRIVE.

P. FENCING

INTERIOR FENCING OR WALLS SHALL NOT EXTEND BEYOND THE BUILDING LINES OF THE LOT AND, IF A RESIDENCE IS BUILT BEYOND THE FRONT BUILDING LINE OF A LOT, NO FENCE MAY EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH END CORNER OF THE RESIDENCE, PROVIDED HOWEVER, ON CORNER LOTS FENCING MAY EXTEND TO WITHIN 24 FEET FROM THE CURB OF THE STREET FORMING THE SIDE YARD BOUNDARY OF THE LOT (12 FEET FROM THE STREET RIGHT-OF-WAY). FENCES SHALL BE MADE OF WOOD, BRICK, STUCCO, OR STONE. CHAIN LINK, BARBED WIRE, MESHED AND OTHER METAL FENCING ARE PROHIBITED. NO FENCE SHALL EXCEED 6 FEET IN HEIGHT.

Q. ANTENNAS

EXTERIOR TELEVISION, "CB" RADIO OR OTHER TYPE OF ANTENNA INCLUDING SATELLITE DISHES SHALL BE PROHIBITED, PROVIDED HOWEVER, THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THE FOREGOING RESTRICTIONS.

R. LOT MAINTENANCE

NO IMPERATIVE VEHICLE OR MACHINERY SHALL BE STORED ON ANY LOT AND EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION FREE OF RUBBISH, TRASH, AND OTHER DEBRIS AND SHALL BE CUT, TRIMMED, OR MOWED TO PREVENT THE GROWTH OF WEEDS OR TALL GRASS.

S. RECREATIONAL VEHICLES

BOATS, TRAILER, CAMPERS AND OTHER LARGE RECREATIONAL EQUIPMENT SHALL NOT BE STORED ON ANY LOT EXCEPT WITHIN AN ENCLOSED GARAGE.

T. CLOTHESLINES

EXPOSED CLOTHESLINE POLES OR OTHER OUTSIDE DRYING APPARATUS ARE PROHIBITED AND NO EXPOSED GARBAGE CAN, TRASH CAN OR ANY TRASH BURNING APPARATUS OR STRUCTURE SHALL BE PLACED ON ANY LOT. THE FOREGOING RESTRICTION SHALL NOT PROHIBIT THE INSTALLATION OF UNDERGROUND GARBAGE AND TRASH STORING DEVICES.

U. MAILBOXES

AS LONG AS MAIL SERVICE IN COLONIAL ESTATES 15TH ADDITION, PHASE I IS CURBSIDE, MAILBOXES INCLUDING PEDESTALS SHALL CONFORM TO DESIGN SPECIFICATIONS TO BE ADOPTED BY THE ARCHITECTURAL COMMITTEE. THE MAILBOX SHALL BE POSITIONED SO THAT THE FRONT FACE IS APPROXIMATELY 6 INCHES IN FROM THE BASE OF THE CURB AND 6 FEET AWAY FROM THE "INSIDE EDGE" OF THE DRIVEWAY. "INSIDE EDGE" SHALL MEAN THE EDGE OF THE DRIVEWAY WHICH BORDERS THE LARGEST CONTIGUOUS LOT AREA. THE TOP OF THE MAILBOX SHALL BE 44 INCHES FROM STREET LEVEL.

V. ANIMALS

NO ANIMALS, LIVESTOCK OR Poultry OF ANY KIND MAY BE MAINTAINED, BRED, SOLD OR KEPT EXCEPT THAT TWO DOGS, TWO CATS, OR OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT USED FOR COMMERCIAL PURPOSES.

VI. NOXIOUS ACTIVITY

NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED OUT UPON ANY LOT NOR SHALL ANYTHING BE DONE THEREON THAT MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

VII. SIGNAGE

NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE SIGN OF NOT MORE THAN 5 SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT OR SIGNS USED BY A BUILDER TO ADVERTISE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD.

VIII. MATERIALS AND STORAGE

NO LOT SHALL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD OF GREATER THAN 30 DAYS PRIOR TO THE START OF CONSTRUCTION AND THE CONSTRUCTION SHALL BE COMPLETED WITHIN 9 MONTHS THEREAFTER. EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION.

SECTION III: HOMEOWNER'S ASSOCIATION

A. FORMATION OF HOMEOWNER'S ASSOCIATION

THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED THE VERSAILLES PLACE HOMEOWNER'S ASSOCIATION, INC. (HEREINAFTER REFERRED TO AS THE "ASSOCIATION"), A NON-PROFIT CORPORATE ENTITY TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF CALIFORNIA, AND TO BE FORMED FOR GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF COLONIAL ESTATES 15TH ADDITION, PHASE I.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO HAS A RECORDABLE INTEREST IN A LOT SHALL BE A MEMBER OF THE ASSOCIATION, AND MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE ASSOCIATION AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST.

C. COVENANT FOR ASSESSMENTS

THE OWNER/DEVELOPER AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THEREFOR, IS DEEMED TO CONSENT AND AGREE TO PAY TO THE ASSOCIATION ASSESSMENTS TO BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND RECORDED BY THE OWNER/DEVELOPER. AN ASSESSMENT SHALL BE ALIEN ON THE LOT AGAINST WHICH IT IS MADE, BUT THE LIEN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

D. ENFORCEMENT OF RIGHTS OF THE ASSOCIATION

WITHOUT LIMITATION OF SUCH OTHER REMEDIES AND RIGHTS AS THE ASSOCIATION MAY HAVE, THE ASSOCIATION SHALL BE DEEMED A BENEFICIARY, TO THE SAME EXTENT AS A LOT OWNER, OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DOCUMENT, AND SHALL HAVE THE RIGHT TO ENFORCE THE COVENANTS TO THE SAME EXTENT AS A LOT OWNER.

SECTION IV: ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, WITHIN THE PROVISIONS OF SECTION 1, STREETS, EASEMENTS AND UTILITIES ARE SET FORTH HEREIN. THE COVENANTS WITHIN SECTION II, PRIVATE BUILDING AND USE RESTRICTIONS, SHALL INURE ONLY TO THE BENEFIT OF OWNERS OF LOTS WITHIN THE SUBDIVISION AND SHALL NOT BE ENFORCEABLE AGAINST ANY OTHER PARTY. THE COVENANTS WITHIN SECTION III, IT SHALL BE LAWFUL FOR ANY PERSON OR PERSONS TO TAKE ANY ACTION TO ENFORCE THE COVENANTS WITHIN SECTION III, TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, AND TO RECOVER DAMAGES, IN ANY JUDICIAL ACTION, BROUGHT BY THE HOMEOWNER'S ASSOCIATION OR ANY LOT OWNER, WHICH ACTION SEEKS TO ENFORCE THE COVENANTS OR RESTRICTIONS SET FORTH ABOVE. SECTION III, TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER HIS OR ITS REASONABLE ATTORNEY FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION

THESE RESTRICTIONS AND THE EASEMENTS SERVING TO SUPPORT THEM SHALL BE PERPETUAL, BUT IN ANY EVENT SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN (30) THIRTY YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION, UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I, STREETS, EASEMENTS AND UTILITIES MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE BARTLESVILLE PLANNING COMMISSION, OR ITS SUCCESSORS AND APPROVED BY THE CITY OF BARTLESVILLE, OKLAHOMA. THE COVENANTS WITHIN SECTION II, PRIVATE BUILDING AND USE RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER OR ALTERNATIVELY, THE COVENANTS WITHIN SECTION III, IT SHALL BE LAWFUL FOR ANY PERSON OR PERSONS TO TAKE ANY ACTION TO ENFORCE THE COVENANTS WITHIN SECTION III, TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, AND TO RECOVER DAMAGES, IN ANY JUDICIAL ACTION, BROUGHT BY THE HOMEOWNER'S ASSOCIATION OR ANY LOT OWNER, WHICH ACTION SEEKS TO ENFORCE THE COVENANTS OR RESTRICTIONS SET FORTH ABOVE. SECTION III, TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER HIS OR ITS REASONABLE ATTORNEY FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

IN WITNESS WHEREOF COAST CONSTRUCTION, INC. HAS CAUSED ITS NAME TO BE AFFIXED THIS DATE Oct 9 19 97

COAST CONSTRUCTION, INC.

BY Gerald L. Coats
GERALD L. COATS, PRESIDENT

STATE OF OKLAHOMA

COUNTY OF Washington

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 9th DAY OF Oct, 19 97, PERSONALLY APPEARED GERALD L. COATS, TO ME KNOWN TO BE THE IDENTICAL PERSONS WHO SUBSCRIBED THE NAMES OF THE MAKERS HEREIN, TO THE FOREGOING INSTRUMENT, 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 CORPORATION FOR THE USES AND PURPOSES HEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES June 9, 1998

James M. Smith
NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, JEFFREY A. TUTTLE, DOES HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, STAKED AND PLATTED THE ABOVE DESCRIBED TRACT, AND THE ACCOMPANYING AT IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.

DATED THIS 30th DAY OF October, 19 97

STATE OF OKLAHOMA

COUNTY OF TULSA

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 30th DAY OF Oct, 19 97, PERSONALLY APPEARED JEFFREY A. TUTTLE, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES 9-10-2001

Kandice Otto
NOTARY PUBLIC

Jeffrey A. Tuttle
JEFFREY A. TUTTLE
REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR



**BYLAWS
OF**

SP

VERSAILLES PLACE HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

NAME OF ASSOCIATION

This Association shall be known as Versailles Place Homeowners' Association, Inc. "VPHA."

ARTICLE II

OFFICES

SECTION 1. The principal office and place of business for VPHA shall be 2920 Versailles Place, Bartlesville, Oklahoma 74006.

SECTION 2. The VPHA may have other offices in Washington County, Oklahoma, at other places as the Board of Directors may from time to time designate or as the business of the VPHA may require.

ARTICLE III

DEFINITIONS AND ACRONYMS

SECTION 1. "VPHA" shall mean and refer to "Versailles Place Homeowners' Association, Inc.," its successors and assigns.

SECTION 2. "Properties" shall mean and refer to that real property described in the Deed of Dedication and Restrictive Covenants.

SECTION 3. "Common Area" shall mean all real property owned by the VPHA for the common use and enjoyment of the Owners, or designated as a reserve area in the Covenants, Conditions and Restrictions (CCRs).

SECTION 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

SECTION 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers.

SECTION 6. "Declaration" shall mean and refer to the Deed of Dedication and Restrictive

BK 1143 PG 1373

Covenants of Colonial Estates 15th Addition, Phase I, Bartlesville, Washington County, Oklahoma, tiled as Plat #552, on October 31, 1997, in the Office of the County Clerk of Washington County.

SECTION 7. "Member" shall mean and refer to those persons entitled to membership as provided in the CCRs. Specifically, every Member or entity who is a record owner of the fee interest of a lot shall be a member of the VPHA. Membership shall be appurtenant to and may not be separated from the ownership of a lot. The acceptance of a deed to a lot shall constitute acceptance of membership to the VPHA.

SECTION 8. "CCR" shall refer to the Covenants, Conditions and Restrictions for Versailles Place, also noted above in Article III Section 6 as the Declaration.

ARTICLE IV

MEETING OF MEMBERS

SECTION 1. Annual Meeting. The annual meeting of the Members of the VPHA shall be held each year commencing in the year 2005. Written notice of all meetings must be mailed or emailed to each Member of record by the Secretary at least ten (10) days prior to such annual meeting. Notice in person is also acceptable. Notice of any annual meeting may be waived by any Member's attendance at any such annual meeting.

The order of the business at the annual meeting of Members shall be as follows:

- (1) calling meeting to order;
- (2) approval of the minutes of the prior meeting;
- (3) reports of officers;
- (4) reports of committees;
- (5) approval of assessment for the upcoming year;
- (6) election of Directors; and
- (7) such miscellaneous business as may come or be properly brought before the meeting.

SECTION 2. Special Meetings. Special meetings of Members for any purpose may be called by the President, or by a majority of the Board of Directors. A special meeting shall be called by the President upon the written request of the Members who are entitled to vote 1/4 of all the votes of the VPHA.

The Board of Directors may designate any place within Washington County, unless otherwise prescribed by statute, as the place of meeting for any special meeting of Members. If no designation or place of meeting is made, the place of meeting shall be at the principal place or office of the VPHA.

BK 1143 PG 1374

SECTION 3. Notice of Meetings. Notice of any **annual meeting** shall be deemed satisfactorily given if delivered in person to any Member of record, mailed, or emailed to any such Member not less than ten (10) days nor more than thirty (30) days preceding the date of any such **annual meeting**. Notice of **special meetings** shall be deemed satisfactorily given if delivered in person, mailed, or emailed not less than five (5) days nor more than thirty (30) days prior to such meeting. If mailed, such notice shall be deemed to be delivered when deposited in any United States Post Office with postage prepaid addressed to the Member's last known mailing address as it appears on the stock ledger of the VPHA.

SECTION 4. Quorum. One-fifth of the number of Members shall constitute a quorum. If a quorum shall not be present or represented at any meeting, a majority of the Members so represented may adjourn the meeting from time to time without further notice.

SECTION 5. Proxies. At all meetings of Members, a Member may vote or give his consent by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall and must bear a date not more than ten (10) days prior to said meeting, and must be filed with the Secretary of the VPHA before or at the time of the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her Lot.

SECTION 6. Voting of Members. Each Owner with voting power shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as Members determine, but in no event shall more than one vote be cast with respect to any lot.

SECTION 7. Voting for Election of Directors. At each election of Directors, every Member entitled to vote at such election shall have the right to vote in person or by proxy.

SECTION 8. Consent of Absentees. If a quorum was present, Members absent from such meetings are presumed to consent to all actions taken. No defect in the calling or noticing of a Members meeting will affect the validity of any action at the meeting.

SECTION 9. Informal Action by Members. Any action required to be taken at a meeting of the Members may be taken without a meeting if there is consent in writing signed by all of the Members entitled to vote with respect to the subject matter.

ARTICLE V

BOARD OF DIRECTORS

SECTION 1. General Powers. The Board of Directors shall manage all the affairs, property and business of the VPHA.

SECTION 2. Nomination. Nomination for election to the Board of Directors shall be made from the floor at the annual meeting of Members.

SECTION 3. Number and Tenure. The number of Directors of the VPHA shall be not less than one (1) person who shall be elected at the annual meeting of the Members by plurality vote for a term of one (1) year. The Members may elect more than one (1) Director, but not more than five (5), if they so choose. Each Director shall hold office until his successor is elected and

qualified even though his tenure of office should thereby exceed one (1) year. In no event shall more than one Director be voted in from each residence.

SECTION 4. Election of Officers. The Directors shall elect at their first meeting after each annual meeting of the Members the following officers of the VPHA for a term of one (1) year or until their successors are chosen even though their tenure of office would thereby exceed one (1) year: President, Treasurer, and a Secretary.

The President must be a member of the Board of Directors and any other officers selected by the Directors may hold a position on the Board of Directors of the VPHA.

SECTION 5. Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice than this Bylaw, immediately after, and at the same place as the annual meeting of Members. The Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution.

SECTION 6. Special Meetings. Special meetings of the Board of Directors may be called at any time by any one (1) Director. That Director may determine the place for that special meeting.

SECTION 7. Notice. The Board of Directors shall convene as needed for special meetings. Notice of any special meeting of the Board of Directors shall be made by phone, email, mail or in person. Any Director may waive notice of any meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

SECTION 8. Quorum. A majority of the total number of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If less than a majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice. The act of the majority of the Directors present at a meeting in which a quorum is present shall be the act of the Board of Directors.

SECTION 9. Vacancies. Any vacancy occurring on the Board of Directors, regardless of the manner in which caused, may be filled by the affirmative vote of a majority of the remaining Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office and until his successor is elected and qualified.

SECTION 10. Compensation. No Director shall receive compensation for any service s/he may render to the VPHA. Any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

SECTION 11. Presumption of Assent. A Director of the VPHA who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have consented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or the VPHA immediately, and not more than five (5) days after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

SECTION 12. Standing or Temporary Committees. See Article VII "Committees."

SECTION 13. Powers. The Board of Directors shall have the power to:

- A. Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- B. 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 regular meetings of the Board of Directors;
- C. Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and
- D. Foreclose the lien against any Lot for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay same;

SECTION 14. Other Powers. In addition to the powers and authorities by these Bylaws expressly conferred upon them, the Board of Directors may exercise all powers of the VPHA as needed.

SECTION 15. Director Action by Written Approval. The Directors shall have the right to take any action in the absence of a meeting which they could take in a meeting by obtaining the written approval of all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

SECTION 16. Duties. It shall be the duty of the Board of Directors to:

- A. Supervise all officers, agents and employees of the VPHA, and to see that their duties are properly performed.
- B. Fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment. In no event, however, shall the amount of the annual assessment be less than the minimum amount necessary to adequately maintain and support the Common Area;
- C. Give notice of each assessment to every Owner at least thirty (30) days in advance of each annual assessment. Notice may be given in person, email or mail;
- D. Appoint an architectural committee pursuant to the terms and conditions of the CCRs;
- E. Issue, or to cause an appropriate officer to issue, upon demand by any person, a notice setting forth whether or not any assessment has been paid;
- F. Procure and maintain adequate liability and hazard insurance on property owned by the VPHA;
- G. Cause Common Area to be maintained; and
- H. Fix the amount of any special assessments for capital improvements.

SECTION 17. Special Assessment. The VPHA may levy 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 an improvement upon the Common Area, including fixtures and personal property related thereto. Such assessment shall have the assent of 2/3rds of the votes of the Members at a meeting duly called for this purpose.

ARTICLE VI

ASSESSMENTS

SECTION 1. General. Each Member is obligated to pay to the VPHA annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. The assessments levied by the VPHA shall be used exclusively to promote the recreation, health, safety, and welfare of the residents and for improvement and maintenance of the Common Area. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his or her Lot. The VPHA may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property.

The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall be the personal obligation of the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the successors in title unless expressly assumed by them.

SECTION 2. Interest. Both annual and special assessments must be affixed at a uniform rate for all Lots. Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of 5% per annum.

SECTION 3. Relationship of Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien therein.

SECTION 4. Notice and Quorum. Written notice of any meeting called for the purpose of fixing or levying special assessments shall have the notice requirements for a special meeting as specified in Article IV Section 3. At the first such meeting called, the presence of Members or proxies entitled to cast at least 60% of the votes, 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 1/2 of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

ARTICLE VII

COMMITTEES

SECTION 1. Architectural Committee. The VPHA shall continue, maintain and be responsible for the establishment and continuation of an architectural committee in the time and manner provided in the CCRs. The architectural committee shall consist of a minimum of three (3) persons. The committee shall otherwise be governed in accordance with the terms and conditions of these Bylaws.

SECTION 2. Standing or Temporary Committees. Additional standing or temporary committees may be created by the Board of Directors from time to time to carry out its purpose and duties. The Board of Directors may invest such committees with such powers as it may see fit, subject to such conditions as may be prescribed by the Board. All committees shall keep regular minutes of their meetings and shall cause them to be recorded in books kept for that purpose in the office of the VPHA and shall report the same to the Board of Directors at its next meeting.

ARTICLE VIII

OFFICERS

SECTION 1. Officers of the VPHA. The officers of the VPHA shall include a President, Treasurer and Secretary, as noted in Article V Section 4.

SECTION 2. Electing Officers. The election and term of office of the officers shall be as provided in Article V Section 4. If the election of officers shall not be held at the meeting of Directors that follows the annual meeting of Members, such election shall be held as soon thereafter as is convenient. Each officer shall hold office until his successor is designated and qualified.

SECTION 3. President. The President shall be the principal executive officer of the VPHA, and subject to the control of the Board of Directors. S/he shall in general supervise and control all the business and affairs of the VPHA. S/he may sign, with the Secretary, or any other proper officer of the VPHA thereunto authorized by the Board of Directors or by law, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed. In general, the President shall perform all duties incident to the offices of the President and such other duties as may be prescribed by the Board of Directors from time to time. The President shall be responsible for carrying into effect all orders and resolutions of the Board of Directors and Members as required or as good business dictates.

SECTION 4. Secretary. The Secretary shall:

- (a) Keep the minutes of the Members and of the Board of Directors meetings in one or more books provided for that purpose;
- (b) See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law;
- (c) Be custodian of the corporate records and of the seal of the VPHA. The Secretary shall see that the seal of the VPHA is affixed to all documents duly authorized;
- (d) Keep a record of the post office address of each Member; and

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(e) Perform all duties incident to the office of the Secretary and such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

SECTION 5. Treasurer. The Treasurer shall:

(a) Charge and have custody of and be responsible for all monies of the VPHA; receive receipts for monies due and payable to the VPHA from any source whatsoever; and deposit all such monies in the name of the VPHA in such banks, or other depositories as shall be selected in accordance with the provision of these Bylaws;

(b) Disburse all funds of the VPHA in payment of the just demands against the VPHA, or as may be ordered by the Board of Directors. S/he shall render to the Board of Directors, from time to time, as may be required of him, an account of all his transactions as Treasurer and of the financial condition of the VPHA; and

(c) Perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

SECTION 6. Removal. Any officer or agent elected by the Board of Directors may be removed by the affirmative vote of two-thirds (2/3rds) of all members of the Board of Directors.

SECTION 7. Vacancy. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors at any regular or special meeting.

SECTION 8. Compensation of Officers. No officer shall receive compensation for any service he may render the VPHA. Any officer may be reimbursed for his actual expenses incurred in the performance of his duties.

SECTION 9. Reports of Officers. All officers shall render reports of the business transacted by them during the fiscal year last concluded at the annual Members meeting, and at any Directors meeting. Such reports may be orally given unless the Board of Directors instructs the officers to render written detailed reports of such business transacted.

ARTICLE IX

CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 1. Contracts. The Board of Directors may authorize an officer or officers to enter into any contract or execute and deliver any instrument in the name of and on behalf of the VPHA.

SECTION 2. Loans. No loan shall be contracted on behalf of the VPHA unless authorized by resolution of the Board of Directors.

SECTION 3. Checks, Drafts Etc. All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the VPHA shall be signed by two officers of the VPHA.

SECTION 4. Deposits. All funds of the VPHA not otherwise employed shall be deposited from time to time to the credit of the VPHA in such banks, or other depositories as the Board of Directors may select.

ARTICLE X

CORPORATE SEAL

The Board of Directors may provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the VPHA and the State of Incorporation and the words, "Corporate Seal."

ARTICLE XI

BOOKS AND RECORDS

SECTION 1. Maintenance of Books and Records. All books, accounts and records of the VPHA unless otherwise required by law or authorized by the Board of Directors shall be kept in the principal office of the VPHA and shall be open to inspection at the VPHA's principal office by the Directors and Members of the VPHA at any reasonable time or times. Copies may be purchased at a reasonable cost.

SECTION 2. Annual Members Report. No annual report to Members is required.

ARTICLE XII

NOTICES

SECTION 1. Form and Manner of Notice. Whenever the provisions of any statute of the State of Oklahoma or the Certificate of Incorporation, or these Bylaws, require notice be given to any Director, officer or Member, they shall not be constructed to mean personal notice. Rather such notice may be given in writing by email or post office mail.

ARTICLE XIII

AMENDMENT TO BYLAWS

SECTION 1. Amendment by Board of Directors. Except as provided in Section 3 of this Article XIII, the Board of Directors shall have the power to make, amend, alter or repeal the Bylaws of this VPHA by a vote of a majority of the Board of Directors. Amendments to Bylaws require notice to each Director in writing at least three (3) days prior to said change. The Board of Directors may not adopt a new Bylaw or amendment that changes the authorized number of Directors.

SECTION 2. Amendment by Members. The Members may make, alter, amend or repeal the Bylaws. Change requires a vote of the Members representing Owners of at least 75% of the Lots entitled to vote at any special Members' meeting.

BK 1143 PG 1381

SECTION 3. Limitation on Amendments. Neither the Board nor the Members shall have the power or authority to change any of these Bylaws in a manner inconsistent with Oklahoma statutes, the Articles of Incorporation, or the CCRs. Neither the Board nor the Members may reduce the VPHA's responsibilities for maintaining and improving the Common Area.

Adopted this 4th day of February, 2016

Versailles Place Homeowners', Inc.

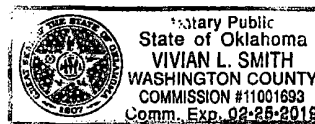
By: [Signature]
Tim Shively, its President and
duly authorized agent

State of Oklahoma
County of Washington

This instrument was acknowledged before me on February 4, 2016 by Tim Shively, President of Versailles Place Homeowners Association.

[Signature]

2-4-2016

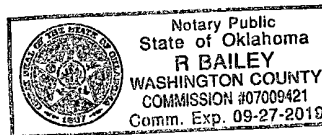


I, Fred Storer, the duly elected, qualified and acting Secretary of Versailles Place Homeowners, Inc, do hereby certify that these Bylaws have been duly adopted by the Board of Directors at its meeting held on the 5th day of February, 2016.

By: [Signature]
Fred Storer, its Secretary

This instrument was acknowledged before me on February 5th, 2016 by Fred Storer, Secretary of Versailles Place Homeowners Association.

R Bailey



BK 1143PG1382

Versailles Place Home Owners Association 2906

Member Ballot regarding revisions to the Bylaws of the Association distributed November 20, 2015.

Lot 2, Block 1, Colonial Estates 15th Addition, Phase 1, to the City of Bartlesville, Washington County, Oklahoma

I approve the proposed bylaw revisions

I disapprove the proposed bylaw revisions

W.R. Bohon Member Name

WR Bohon Member Signature

1-27-15 Date

Return to: Fred Storer, Secretary
Versailles Place Homeowners Association
P.O. Box 817
Bartlesville, OK 74005

BK 1143 PG 1383

Versailles Place Home Owners Association

2941

Member Ballot regarding revisions to the Bylaws of the Association distributed November 20, 2015.

Lot 13, Block 1, Colonial Estates 15th Addition, Phase 1, to the City of Bartlesville, Washington County, Oklahoma

I approve the proposed bylaw revisions

I disapprove the proposed bylaw revisions

J.P. HAMPTON Member Name

J.P. Hampton Member Signature

1/20/2016 Date

Return to: Fred Storer, Secretary
Versailles Place Homeowners Association
P.O. Box 817
Bartlesville, OK 74005

BK 1143 PG 1384

Versailles Place Home Owners Association

2917


Member Ballot regarding revisions to the Bylaws of the Association distributed November 20, 2015.

Lot 19, Block 1, Colonial Estates 15th Addition, Phase 1, to the City of Bartlesville, Washington County, Oklahoma

I approve the proposed bylaw revisions

I disapprove the proposed bylaw revisions

Pamela Maeger Member Name

 Member Signature

1/20/16 Date

Return to: Fred Storer, Secretary
Versailles Place Homeowners Association
P.O. Box 817
Bartlesville, OK 74005

BK 14386 385

Versailles Place Home Owners Association

2914

Member Ballot regarding revisions to the Bylaws of the Association distributed November 20, 2015.

Lot 4, Block 1, Colonial Estates 15th Addition, Phase 1, to the City of Bartlesville, Washington County, Oklahoma

I approve the proposed bylaw revisions

I disapprove the proposed bylaw revisions

BK 1143 PG 1386

DOROTHY J. SCHWERMER Member Name

Dorothy J. Schwemer Member Signature

Jan. 31, 2016 Date

Return to: Fred Storer, Secretary
Versailles Place Homeowners Association
P.O. Box 817
Bartlesville, OK 74005

Versailles Place Home Owners Association

2918

Member Ballot regarding revisions to the Bylaws of the Association distributed November 20, 2015.

Lot 5, Block 1, Colonial Estates 15th Addition, Phase 1, to the City of Bartlesville, Washington County, Oklahoma

I approve the proposed bylaw revisions

I disapprove the proposed bylaw revisions

DOROTHY J. SCHWEMMER Member Name

Dorothy J. Schwemmer Member Signature

Jan. 21, 2016 Date

Return to: Fred Storer, Secretary
Versailles Place Homeowners Association
P.O. Box 817
Bartlesville, OK 74005

BK 1143PG 1387

Versailles Place Home Owners Association

2930

Member Ballot regarding revisions to the Bylaws of the Association distributed November 20, 2015.

Lot 8, Block 1, Colonial Estates 15th Addition, Phase 1, to the City of Bartlesville, Washington County, Oklahoma

I approve the proposed bylaw revisions

I disapprove the proposed bylaw revisions

Robert/Sean Oliver Member Name

Robert Oliver Member Signature

1/19/2016 Date

Return to: Fred Storer, Secretary
Versailles Place Homeowners Association
P.O. Box 817
Bartlesville, OK 74005

BK 1143 PG 1388

Versailles Place Home Owners Association

2909

Member Ballot regarding revisions to the Bylaws of the Association distributed
November 20, 2015.

Lot 21, Block 1, Colonial Estates 15th Addition, Phase 1, to the City of Bartlesville,
Washington County, Oklahoma

I approve the proposed bylaw revisions

I disapprove the proposed bylaw revisions

RUTH ELLEN Crossland Member Name

Ruth Ellen Crossland Member Signature

1/19/2016 Date

Return to: Fred Storer, Secretary
Versailles Place Homeowners Association
P.O. Box 817
Bartlesville, OK 74005

BK 1143 PG 1389

Versailles Place Home Owners Association

2926


Member Ballot regarding revisions to the Bylaws of the Association distributed November 20, 2015.

Lot 7, Block 1, Colonial Estates 15th Addition, Phase 1, to the City of Bartlesville, Washington County, Oklahoma

I approve the proposed bylaw revisions

I disapprove the proposed bylaw revisions

E. C. Young Member Name

 Member Signature

1-19-16 Date

Return to: Fred Storer, Secretary
Versailles Place Homeowners Association
P.O. Box 817
Bartlesville, OK 74005

BK 1143PG1390

Versailles Place Home Owners Association

2912


Member Ballot regarding revisions to the Bylaws of the Association distributed November 20, 2015.

Lot 6, Block 1, Colonial Estates 15th Addition, Phase 1, to the City of Bartlesville, Washington County, Oklahoma

I approve the proposed bylaw revisions

I disapprove the proposed bylaw revisions

E.C. Young Member Name

 Member Signature

1-19-16 Date

Return to: Fred Storer, Secretary
Versailles Place Homeowners Association
P.O. Box 817
Bartlesville, OK 74005

BK 1-14-3PG 1391

Versailles Place Home Owners Association

2910

Member Ballot regarding revisions to the Bylaws of the Association distributed November 20, 2015.

Lot 3, Block 1, Colonial Estates 15th Addition, Phase 1, to the City of Bartlesville, Washington County, Oklahoma

I approve the proposed bylaw revisions

I disapprove the proposed bylaw revisions

Tim Shively Member Name

INGER Shively

J-S Member Signature

01/20/16 Date

Return to: Fred Storer, Secretary
Versailles Place Homeowners Association
P.O. Box 817
Bartlesville, OK 74005

BK 1143PG1392

Versailles Place Home Owners Association

2925

Member Ballot regarding revisions to the Bylaws of the Association distributed November 20, 2015.

Lot 17, Block 1, Colonial Estates 15th Addition, Phase 1, to the City of Bartlesville, Washington County, Oklahoma

I approve the proposed bylaw revisions

I disapprove the proposed bylaw revisions

Jennifer Garibolt Member Name

Jennifer Garibolt Member Signature

1/21/16 Date

Return to: Fred Storer, Secretary
Versailles Place Homeowners Association
P.O. Box 817

BK 1143PG1393

Versailles Place Home Owners Association

2905

Member Ballot regarding revisions to the Bylaws of the Association distributed November 20, 2015.

Lot 22, Block 1, Colonial Estates 15th Addition, Phase 1, to the City of Bartlesville, Washington County, Oklahoma

I approve the proposed bylaw revisions

I disapprove the proposed bylaw revisions

Nancy J. Love Member Name

Nancy J. Love Member Signature

01/20/16 Date

Return to: Fred Storer, Secretary
Versailles Place Homeowners Association
P.O. Box 817
Bartlesville, OK 74005

BK 1143PG 1394

Versailles Place Home Owners Association

2945

Member Ballot regarding revisions to the Bylaws of the Association distributed November 20, 2015.

Lot 12, Block 1, Colonial Estates 15th Addition, Phase 1, to the City of Bartlesville, Washington County, Oklahoma

I approve the proposed bylaw revisions

I disapprove the proposed bylaw revisions

M. Lynn Belin Member Name

M. Lynn Belin Member Signature

1/19/16 Date

Return to: Fred Storer, Secretary
Versailles Place Homeowners Association
P.O. Box 817
Bartlesville, OK 74005

BK-143PG1395

Versailles Place Home Owners Association

2940


Member Ballot regarding revisions to the Bylaws of the Association distributed November 20, 2015.

Lot 1, Block 2, Colonial Estates 15th Addition, Phase 1, to the City of Bartlesville, Washington County, Oklahoma

I approve the proposed bylaw revisions

I disapprove the proposed bylaw revisions

DANIEL S. PICKETT Member Name

 Member Signature

1/20/16 Date

Return to: Fred Storer, Secretary
Versailles Place Homeowners Association
P.O. Box 817
Bartlesville, OK 74005

BK 1143PG1396

Versailles Place Home Owners Association

2938

Member Ballot regarding revisions to the Bylaws of the Association distributed November 20, 2015.

Lot 10, Block 1, Colonial Estates 15th Addition, Phase 1, to the City of Bartlesville, Washington County, Oklahoma

I approve the proposed bylaw revisions

I disapprove the proposed bylaw revisions

Sandra E. Spatafore Member Name

Sandra E. Spatafore Member Signature

1/20/16 Date

Return to: Fred Storer, Secretary
Versailles Place Homeowners Association
P.O. Box 817
Bartlesville, OK 74005

BK 1143PG1397

Versailles Place Home Owners Association

2934

Member Ballot regarding revisions to the Bylaws of the Association distributed November 20, 2015.

Lot 9, Block 1, Colonial Estates 15th Addition, Phase 1, to the City of Bartlesville, Washington County, Oklahoma

I approve the proposed bylaw revisions

I disapprove the proposed bylaw revisions

LARRY M ANDERSON Member Name

 Member Signature

1-20-2016 Date

Return to: Fred Storer, Secretary
Versailles Place Homeowners Association
P.O. Box 817
Bartlesville, OK 74005

BK 1143PG1398

Versailles Place Home Owners Association

2949

Member Ballot regarding revisions to the Bylaws of the Association distributed November 20, 2015.

Lot 11, Block 1, Colonial Estates 15th Addition, Phase 1, to the City of Bartlesville, Washington County, Oklahoma

I approve the proposed bylaw revisions

I disapprove the proposed bylaw revisions

DARREN S. ALMOND Member Name

 Member Signature

23 JAN 16 Date

Return to: Fred Storer, Secretary
Versailles Place Homeowners Association
P.O. Box 817
Bartlesville, OK 74005

BK 1143PG1399

Versailles Place Home Owners Association

2957

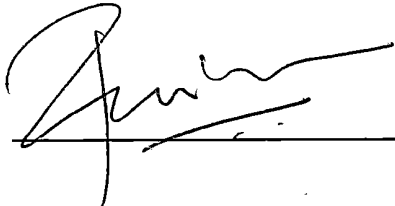
Member Ballot regarding revisions to the Bylaws of the Association distributed November 20, 2015.

Lot 14, Block 1, Colonial Estates 15th Addition, Phase 1, to the City of Bartlesville, Washington County, Oklahoma

I approve the proposed bylaw revisions

I disapprove the proposed bylaw revisions

NAVEEN PANDRANGI Member Name

 Member Signature

JAN 24th 2015 Date

Return to: Fred Storer, Secretary
Versailles Place Homeowners Association
P.O. Box 817
Bartlesville, OK 74005

BK 1143 PG 1400

Versailles Place Home Owners Association

2902

Member Ballot regarding revisions to the Bylaws of the Association distributed November 20, 2015.

Lot 1, Block 1, Colonial Estates 15th Addition, Phase 1, to the City of Bartlesville, Washington County, Oklahoma

I approve the proposed bylaw revisions

I disapprove the proposed bylaw revisions

Michelle Sheffield Member Name

 Member Signature

1/23/16 Date

Return to: Fred Storer, Secretary
Versailles Place Homeowners Association
P.O. Box 817
Bartlesville, OK 74005

BK 1143PG 1401

2920

Versailles Place Home Owners Association

Member Ballot regarding revisions to the Bylaws of the Association distributed November 20, 2015.

Lot 2, Block 2, Colonial Estates 15th Addition, Phase 1, to the City of Bartlesville, Washington County, Oklahoma

I approve the proposed bylaw revisions

I disapprove the proposed bylaw revisions

Fred Storer Member Name


Member Signature

1/23/2016 Date

Return to: Fred Storer, Secretary
Versailles Place Homeowners Association
P.O. Box 817
Bartlesville, OK 74005

BK 1143PG1402