

OWNER'S DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

004348

KNOW ALL MEN BY THESE PRESENTS:

That DOVER INVESTMENT COMPANY, a Delaware corporation, 301 SE Adams Boulevard, Bartlesville, Oklahoma 74003, hereinafter referred to as "Developer", and BOLES DEVELOPMENT, LLC, 2301 SE Washington Boulevard, Bartlesville, Oklahoma, being the owners of all of the land included and embraced in Quarry Ridge Estates, Phase I, to Bartlesville, Oklahoma, now platted into Lots, streets and easements, as shown on the plat of Quarry Ridge Estates, Phase I, filed for record May 1, 2006, in Plat Envelope No. 596 of the records in the office of the County Clerk for Washington County, Oklahoma; do by this instrument impose upon all the land in said Quarry Ridge Estates, Phase I, certain restrictions as hereinafter set out.

AND, WHEREAS, said land is being developed for residential purposes;

NOW THEREFORE, for the purpose of providing an orderly development of all the Lots and land included in the above described plat and for the further purpose of providing adequate restrictive covenants for the benefit of the Owners and their successors in title to the aforesaid property in Quarry Ridge Estates, Phase I, DOVER INVESTMENT COMPANY, and BOLES DEVELOPMENT, LLC, hereby impose the following restrictions on all said land embraced in Quarry Ridge Estates, Phase I, to which it shall be incumbent upon the successors in title to adhere, and any person, corporation, partnership, limited liability company, trust, or any other entity, hereinafter becoming an Owner or Owners, either directly, or through any subsequent transfer, or in any manner whatsoever, of any property, Lot, or Lots, included in Quarry Ridge Estates, Phase I, shall take, hold and convey same subject to the following conditions, restrictions and reservations, and further subject to the right to alter or amend as provided in ARTICLE NINE, to-wit:

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ARTICLE ONE

DEFINITIONS

1. "OWNER'S DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS", hereinafter referred to as the "Declaration" is this document so captioned and as amended pursuant to ARTICLE NINE, Paragraph 4, hereof.

2. "Quarry Ridge Estates" is an envisioned quality residential subdivision, to be built in phases, in Section 28, Township 26 North, Range 13 East, Washington County, Oklahoma.

3. "Quarry Ridge Estates Homeowners Association, Inc.", the "Association", is a non-profit homeowners corporation organized under Title 18, Section 1001 et. seq., of the Oklahoma Statutes for the purpose of owning and maintaining common areas and such other purposes as shall enhance Quarry Ridge Estates, Phase I, and future Quarry Ridge Estates Phases as hereinafter provided, and insure that said Quarry Ridge Estates remains a development of quality standards. Each Owner of a Lot in Quarry Ridge Estates, Phase I, and all Future Quarry Ridge Estates Phases, specifically subjected to the control of the Association, shall be a member of the Quarry Ridge Estates Homeowners Association, Inc. in accordance with the By-Laws which are set forth in Exhibit "A" attached hereto.

4. "Future Quarry Ridge Estates Phases" shall include all future residential subdivision phases of Quarry Ridge Estates developed by the "Developer" in Section 28, Township 26 North, Range 13 East, which are specifically subjected to the control of Quarry Ridge Estates Homeowners Association, Inc. by Declaration.

5. "Lot" shall be one of the Lots as shown on the plats of Quarry Ridge Estates, Phase I, and all Future Quarry Ridge Estates Phases which are specifically subjected to the control of Quarry Ridge Estates Homeowners Association, Inc. by Declaration.

6. "Owner" shall be any person or legal entity having title to a Lot in Quarry Ridge Estates, Phase I, and all Future Quarry Ridge Estates Phases which are specifically subjected to the control of Quarry Ridge Estates Homeowners Association, Inc. by Declaration.

7. "Developer" shall mean the initial developer of Quarry Ridge Estates, Phase I, DOVER INVESTMENT COMPANY, its successors and assigns operating as the developer, but not individual Lot Owners.

8. "Residence" shall mean a single family dwelling house used for residential purposes only in Quarry Ridge Estates, Phase I, and all Future Quarry Ridge Estates Phases which are specifically subjected to the control of Quarry Ridge Estates Homeowners Association, Inc. by Declaration.

9. "Plat" shall mean the plat of Quarry Ridge Estates, Phase I, filed for record May 1 2006, in Plat Envelope No. 596 of the records in the office of the County Clerk for Washington County, Oklahoma, and the plat of all Future Quarry Ridge Estates Phases which are specifically subjected to the control of Quarry Ridge Estates Homeowners Association, Inc. by Declaration.

10. The "Architectural Committee" shall be the person or persons appointed by the Board of Directors of the Association to serve in that capacity.

ARTICLE TWO

FUTURE QUARRY RIDGE ESTATES SUBDIVISION PHASES

1. The Developer reserves the right to subject further land, Lots and common area and common improvements such as parks, in Section 28, Township 26 North Range 13 East, Washington County, Oklahoma, to this Declaration and/or to the control of Quarry Ridge Estates Homeowners Association, Inc. It is specifically intended and understood that the subjection of Future Quarry Ridge Estates Phases to this Declaration will subject said land and Lots of said Future Quarry Ridge Estates Phases to the rights of the Owners of Lots in Quarry Ridge Estates, Phase I, to enforce the provisions of this Declaration and to the rights of the Association to collect dues and enforce the provisions of this Declaration, and will also subject the Lots and Owners of Quarry Ridge Estates, Phase I, to the corresponding rights of the Owners of Lots in said Future Quarry Ridge Estates Phases to enforce the provisions of this Declaration against Owners of Lots in Quarry Ridge Estates, Phase I.

ARTICLE THREE

BUILDING AND USE RESTRICTIONS

1. All Lots shall be used exclusively for single family residential purposes, and no Lot, residence or other structure shall be used either in whole or in part as a professional office, shop, school, daycare, studio, or for the conduct of any business or trade.

2. No Lot may be subdivided to accommodate two or more separate Owners or dwellings, though a Lot may be divided between Owners of contiguous Lots to create a building site greater in size than one Lot; provided that in no case may a building site be less than one Lot.

3. No mobile home, trailer, tent, shack, garage, barn or other outbuilding or other temporary or permanent structure shall be created, placed, or permitted to remain on any Lot or used at any time as a residence, temporarily or permanently, other than one single family residence and buildings appurtenant thereto such as a garage, servant's quarters, swimming pool and pool house, and garden shelter; provided that these building's appurtenant must be physically attached to the residence in a manner approved by the Developer as provided in ARTICLE FOUR.

4. All residences shall have garages suitable for accommodating a minimum of two (2) standard size automobiles. Carports are not allowed.

5. No residence shall be placed, altered, erected, constructed or permitted to remain on any Lot which exceeds two (2) stories in height, or has usable living space of less than 2000 square feet, exclusive of breezeways, porches, attached garages, walks, driveways, patios, swimming pools and bath house. No building shall be moved from another location onto any Lot.

6. Each residence shall be constructed of brick, stone, stucco, wood or glass or a combination thereof. Seventy-five percent (75%) of the exterior walls of each residence, excluding windows and doors, shall be constructed of brick or stone. Exterior concrete, concrete blocks and metal or vinyl siding are prohibited. In all cases the foundation is to be concealed by brick, stone, stucco or wood. All windows and doors shall be of wood or vinyl construction, but the exterior may be metal or vinyl clad. Any deviation from these construction material requirements shall be permitted only if approved in writing by the Developer as provided in ARTICLE FOUR.

7. No residence, outbuildings, structures, or parts thereof shall be erected on any Lot nearer to the front lot line, nor nearer to a side street lot line, nor nearer to an interior lot line than the building setback lines, either as set forth in the current zoning regulations for the Bartlesville Metropolitan Area Planning Commission of the City of Bartlesville, or as shown on the plat for Quarry Ridge Estates, Phase I, whichever setback is greater.

8. All driveways into a Lot from any street shall be constructed of asphalt, concrete, or similar hard surface material, compacted gravel specifically not being allowed, and all driveways shall be at least twelve (10) feet in width.

9. No nuisance shall be committed upon any Lots, and fowl, livestock or other animals that may be offensive or annoying to the neighborhood shall not be permitted, with the exception of bonafide house pets such as dogs and cats, which do not make objectionable noise or otherwise constitute a nuisance. Animals shall not be kept, bred or maintained for any commercial purpose.

10. No fence, whether ornamental or otherwise, shall be erected nearer to the front property line than the front of the residence (and near to the side property line than the side of the residence facing the street on any lot abutting more than one street) on that Lot unless approved by the Developer. Side and rear yard fences may be erected on the side and rear property lines but shall not exceed six feet in height measured from the adjoining ground surface inside the fence. Type and location of fencing must be approved by the Developer pursuant to ARTICLE FOUR. Wire and chain link fencing shall not be allowed.

11 . No sign of any kind shall be displayed on any Lot except a sign showing the street address and name of the occupant, except that in the event a Lot is for sale or lease, a sign no larger than two feet by three feet may be placed on the property for such purpose. Until the sale of the last Lot in each phase of Quarry Ridge Estates to an Owner, the Developer shall be allowed to such signage as it desires.

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12. All residence and other structure roofs are to be wood, slate, tile or heavy composition asphalt or fiberglass material which shall be 40 year asphalt or fiberglass material with a weight of at least 300 pounds per square, and must be approved by the Developer. Standard composition shingles are not acceptable. All other roofing materials must be approved by the Developer pursuant to ARTICLE FOUR. All roofs shall have a minimum pitch of three inches for each foot unless approved by the Developer pursuant to ARTICLE FOUR. No exposed antennas shall be allowed unless approved by the Developer pursuant to ARTICLE FOUR.

13. Any Lot which abuts more than one street shall be deemed to front on either street abutted, however any residence erected upon such a Lot shall have an appropriate frontage on each abutting street and any fence shall not extend past the front side of the house on any street abutted except that fences on Lots 1 through 4 may be along property line if the houses thereon face away from Southport Drive.

14. All gas meters, gas, electrical, cable, or other utility structures or pillars, trash receptacles, air-conditioning condensers or units, other miscellaneous utility equipment and clothes lines shall be screened from the street.

15. No vehicle, motorcycle, motorbike, camper, boat, trailer or recreational vehicle shall be parked, maintained or stored outside of garages in the development other than on a temporary basis.

16. No exterior lighting shall be used on any dwelling that is a nuisance to the neighborhood or detracts from the aesthetics of the neighborhood. Specifically sodium or mercury lights are not permitted and single light bulbs in excess of one hundred watts are not permitted. All flood lights shall be shielded so that the light bulbs themselves shall not be visible beyond the Owner's property line.

17. The Developer reserves the right to locate, construct, erect and maintain or cause to be located, constructed, erected and maintained in and on the areas indicated on the plat as "easement", sewer and other utility pipelines, conduits, poles, wires and other similar instrumentalities capable of performing public or quasi-public utility functions, both above or beneath the surface of the ground, with the right of access at any time to the same for purposes of installation, repair, maintenance and removal.

18. Areas designated on the plat of Quarry Ridge Estates, Phase I, as "Drainage Easement" are hereby established by grant of the Developer as a perpetual easement for the purpose of permitting the flow, conveyance and discharge of storm water runoff from the various Lots within Quarry Ridge Estates and from properties outside Quarry Ridge Estates. Drainage facilities constructed in said Drainage Easements shall be in accordance with standards prescribed by the City of Bartlesville and plans and specifications approved by the City Engineer of the City of Bartlesville. Drainage Easements shall be maintained by the Lot Owner or Quarry Ridge Estates Homeowners Association, Inc., as the case may be, at the owner's cost in accordance with standards

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prescribed by the City of Bartlesville. In the event an Owner shall fail to adequately and properly maintain said easement, the City of Bartlesville may enter upon said easement and perform said maintenance, and the cost of performing said maintenance shall be paid by said owner. In the event said owner fails to pay the cost of maintenance within thirty (30) days after completion of same, said cost shall be a lien against the defaulting owner's Lot(s) or Quarry Ridge Estates Homeowners Association, Inc., as the case may be, which may be foreclosed by the City of Bartlesville. No fence, wall, plating, building or other obstruction shall be place or maintained in said Drainage Easements without approval of the City Engineer of the City of Bartlesville, and there shall be no alteration of the grades or contours in said easements without the approval of said City Engineer. Said easements or any part thereof may be terminated, released and cancelled upon resolution duly adopted by the City of Bartlesville.

19. Utilities:

- (a) Easements have been provided on the Plat for utilities and all utilities (gas, water, electricity, telephone, cablevision or other similar services) are to be underground, but connection pedestals can be placed on the easements. The company providing the services shall have right of access to all such easement-ways shown on said plat plan or provided in this Declaration for the purpose of installing, maintaining, servicing, removing or replacing any portion of the underground service.
- (b) Overhead pole lines for the supply of electric service shall not be located within the boundaries of Quarry Ridge Estates, Phase I. Street light poles or standards shall be served by underground cable. All supply lines shall be located underground, in the easement-ways reserved for general utility services and streets, shown on the Plat. Service pedestals and transformers, as sources or supply at secondary voltages, may also be located in said easement-ways.
- (c) Underground service cables and gas service lines to all houses which may be located on all Lots in Quarry Ridge Estates, Phase I, may be run from the nearest gas main, 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 or gas line to a particular house, the supplier of service shall thereafter be deemed to have a definitive, permanent and effective right-of-way easement on said Lot, covering a five foot wide strip extended 2.5 feet on each side of such service line or cable, extending from the service pedestal, transformer or gas main to the service entrance on said house or point of metering.
- (d) The suppliers of electric, telephone, cable television and gas services, through their proper agents and employees shall at all times have right of access to all such easement-ways shown on the Plat, or provided for in Declaration for the purpose of installing, maintaining, removing or replacing

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any portion of said underground electric, telephone, cable television or gas service facilities so installed by it. The supplier of electric, telephone or cable television shall also have the perpetual right, privilege and authority to cut down, trim, or treat any trees and/or undergrowth on said easements.

- (e) The Owner of each Lot shall be responsible for the protection of the underground electric and other utility facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television or gas facilities. The supplier of service will be responsible for ordinary maintenance of underground 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.
- (f) The foregoing covenants concerning underground electric, telephone, cable television or gas service facilities shall be enforceable by the supplier of electric, telephone, cable television or gas service, and the Owner of each Lot agrees to be bound hereby.

#### ARTICLE FOUR

#### ARCHITECTURAL CONTROL

1. For the purpose of insuring the development of Quarry Ridge Estates, Phase I, and future Quarry Ridge Estates Phases as areas of high standards, the Developer reserves the right and power, for itself and eventually, the Architectural Committee as herein provided, to control the appearance, quality and structural integrity of the residences and appurtenances placed and/or constructed and/or modified on each Lot in accordance with the provisions of this Declaration, including, but not limited to, the provisions of this ARTICLE FOUR.

2. Prior to the commencement of any work on any Lot, all plans and specifications for any Residence, building, swimming pool, fence, wall, mailbox, or other structure whatsoever to be erected on any Lot or part of said property, the proposed location thereof on any Lot or Lots, the roofs and exterior color schemes thereof, any later changes or additions thereto after initial approval thereof, and any exterior remodeling, reconstruction, alteration, or additions to any building or other structure on any Lot or part of said property shall be subject to and shall require approval in writing by the Developer before any such work is commenced or done.

3. The Developer shall approve or disapprove plans, specifications and details within thirty (30) days from the receipt of two copies of said plans. One set of said plans and specifications and details with the approval or disapproval endorsed thereon, shall be returned to the person submitting same; and the other copy thereof shall be retained by the Developer. In the event there be no action to approve or disapprove such plans

and specifications and details within thirty (30) days after the delivery of two copies of said plans as hereinabove specified to the Developer, the provisions requiring approval of plans shall be deemed waived; provided that any such provision which requires approval of the Developer as an exception to the provisions this Declaration shall only be approved by positive action of the Developer where so specified.

4. The Developer shall have the right to disapprove any plans, specifications and details in event such plans, specifications and details are not in accordance with all of the provisions of this Declaration, if the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such Lot or with the adjacent buildings or structures, if the plans and specifications submitted are incomplete, or in event the Developer deems the plans, specifications or details or any part thereof to be contrary to the spirit or intent of this Declaration, or contrary to the interests, welfare or rights of all or any part of Quarry Ridge Estates, Phase I, or the Owners of Lots therein, or of the adjacent property Owners, all in the sole and uncontrolled discretion of the Developer.

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

6. Neither the Developer, its or successors or assigns, nor any architect or agent of the Developer or the Association shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans or such specifications.

7. Subsequent to one (1) year after the last Lot is sold by the Developer in each Quarry Ridge Estates Phase, the right and power to control the appearance, quality and structural integrity of the residences and appurtenances placed and/or constructed on each Lot in accordance with the provisions of this Declaration shall transfer to and be exercised by the Architectural Committee.

## ARTICLE FIVE

### EXTERIOR MAINTENANCE

Each Owner shall be responsible for the care, preservation, maintenance and repair of his Lot and the Residence and improvements situated thereon, in accordance with reasonable standards. This obligation may be enforced by the Association. This obligation may be enforced by the Developer for the period beginning on the date of this



Declaration and ending one (1) year after the last Lot is sold by the Developer in each phase of Quarry Ridge Estates.

## ARTICLE SIX

### COVENANTS FOR MAINTENANCE ASSESSMENTS

1. Each Owner by the acceptance of a deed for property in Quarry Ridge Estates, Phase I, covenants and agrees to pay to the Association the following:

(a) Annual assessments or charges in a minimum amount per year of \$25.00 for undeveloped Lots and \$100.00 for developed Lots.

(b) Special assessments for capital improvements.

2. The annual and special assessments together with interest, costs and a reasonable attorney's fee, if the services of an attorney are required, shall be a lien on the Lots of the respective Owners. Each such assessment together with interest, costs and a reasonable attorney's fee, if the services of an attorney are required, shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them, but shall remain an in rem lien against the Lot itself. Assumption of the personal obligation by a successor in title shall not impair the right of the Association to pursue its remedies against the former Owner.

3. The assessments levied by the Association shall be used exclusively to promote health, safety, welfare and quiet enjoyment, of the residents in Quarry Ridge Estates, Phase I, and Future Quarry Ridge Estates phases made subject to the Association, and for the maintenance and replacement of landscaping, lighting and entrance ways, and other improvements located in common areas, and appurtenant dedicated public easements, including paying for utilities and maintaining sprinkler facilities and mowing, trimming and maintaining the grass and plantings located in common areas and appurtenant dedicated public easements.

4. Each Owner shall be assessed for each Lot owned, and assessments for each Lot shall be equal in amount, EXCEPT that all assessments made for undeveloped Lots shall be twenty-five percent (25%) of assessments for developed Lots.

5. Any action authorizing assessments shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than thirty (30) days in advance of the meeting, unless notice is waived by all Owners. Any Owner may give to any other Owner his written proxy to cast his vote at said meeting.

6. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum; provided that

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Owners may elect to pay their assessment in twelve equal monthly installments each due on the same date of the month as the original due date and bearing interest from that month's due date if not paid within thirty (30) days. The Association may bring an action against the Owner personally obligated to pay the same or foreclose the lien against the property. In the event the Association is required to procure the services of an attorney, a reasonable attorney's fee shall be assessed against the property. No Owner may waive or otherwise escape or excuse himself from liability for the assessments provided for herein because of non-use of the Common Areas or abandonment of his Lot.

7. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage.

8. The assessments provided for in this Declaration shall be made solely for the purpose of defraying the costs of the Association in performing the duties set forth in this Declaration.

## ARTICLE SEVEN

### MEMBERSHIP AND VOTING RIGHTS

1. Every Owner of a Lot in Quarry Ridge Estates, Phase I, and Future Quarry Ridge Estates Phases made subject to the Association, is subject to assessment and shall be a member of the Association.

2. Membership shall be appurtenant to and may not be separated from Ownership of any Lot which is subject to assessment.

3. The Association shall have one (1) class of voting membership, and each Owner of a Lot shall be entitled to one (1) vote. When more than one person owns an interest in any one Lot, all such persons shall be members. The vote shall be exercised as they among themselves determine and in no event shall more than one (1) vote be cast with respect to any one Lot. If an Owner owns more than one (1) Lot, he shall have as many votes as Lots owned. The vote for a divided lot shall be divided between the owners of the Lot by percentage of the Lot owned by each.

## ARTICLE EIGHT

### INSURANCE

The Association may carry Insurance policies to cover all improvements and personal property of the Association. Public liability and workmen's compensation insurance may be carried by the Association.

ARTICLE NINE

GENERAL PROVISIONS

1. The Association and any Owner for as long as this Declaration remains in effect and the Developer for a period of one (1) year after the last Lot in each Quarry Ridge Estates phase is sold by the Developer, and shall have the right to enforce, by any proceeding at law, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Developer, Association or by any Owner to enforce any covenant or restriction-herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

3. The initial purchaser of each Lot in Quarry Ridge Estates, Phase I, shall be responsible for and shall bear the cost and expense of sidewalks as may be required by the City of Bartlesville, Oklahoma.

4. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time it shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners in all phases of Quarry Ridge Estates; provided that for a term of twenty (20) years from the date of this Declaration unless sooner waived by the Developer, no amendment may be made without the concurrence in writing of the Developer; further provided that Paragraph 19 of ARTICLE THREE may not be amended without the concurrence in writing of the City of Bartlesville governing body and Paragraph 20 of ARTICLE THREE may not be amended without the concurrence in writing of the supplier of any affected utility. Any such amendment must be recorded. Enforcement shall be by proceedings at law or in equity to restrain violations and/or recover damages.

IN WITNESS WHEREOF, the undersigned owners have executed these presents at Bartlesville Oklahoma, as of the 26<sup>th</sup> day of April, 2006.

DOVER INVESTMENT COMPANY

BOLES DEVELOPMENT, LLC

By [Signature]  
Vice-President

By [Signature]  
Member

Attest: [Signature]  
Secretary

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STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF WASHINGTON )

Before me, a Notary Public in and for said County and State, on this 26<sup>th</sup> day of APRIL, 2006, personally appeared PATRICK H. BOARK, to me known to be the identical person who subscribed the name of Dover Investment Company to the foregoing instrument as its Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

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

Joy Boatman  
Notary Public

My commission expires: 4-3-2008

My commission number is: 00003246



STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF WASHINGTON )

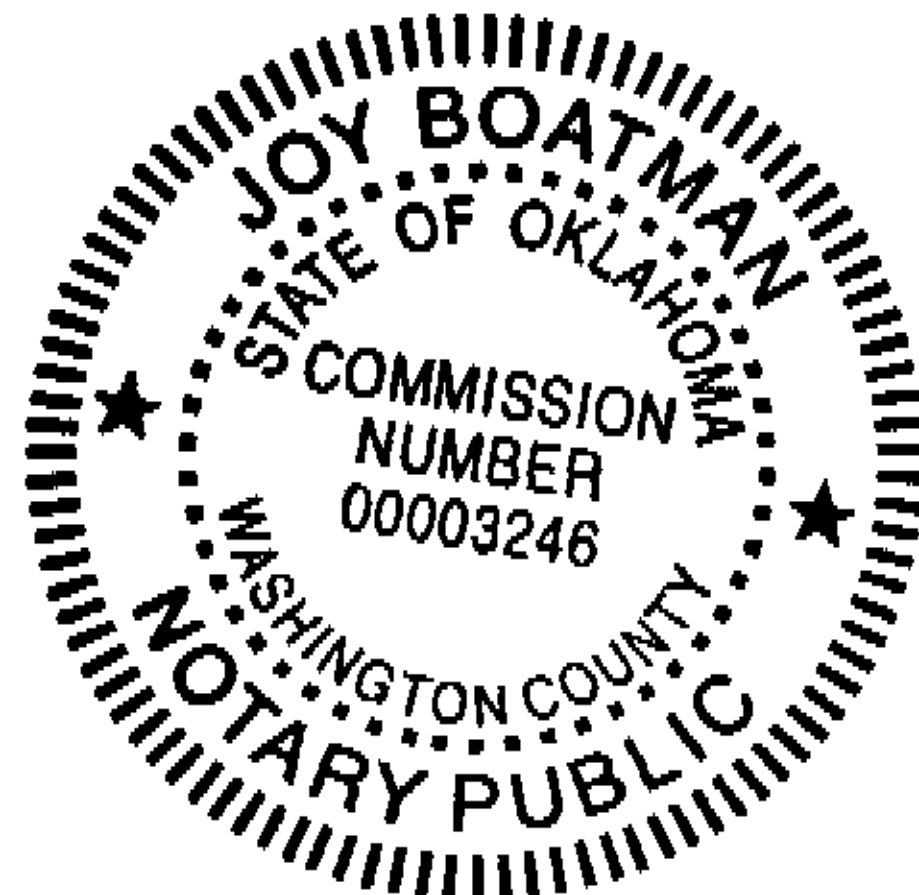
Before me, a Notary Public in and for said County and State, on this 26<sup>th</sup> day of APRIL, 2006, personally appeared B. R. Boles, to me known to be the identical person who subscribed the name of Boles Development, LLC to the foregoing instrument as a Member of said member managed limited liability company, 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 said limited liability company, for the uses and purposes therein set forth.

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

Joy Boatman  
Notary Public

My commission expires: 4-3-2008

My commission number is: 00003246



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EXHIBIT "A"

BY-LAWS

Of

QUARRY RIDGE ESTATES HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the Corporation is QUARRY RIDGE ESTATES HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Corporation shall be located at 301 SE Adams Boulevard, Bartlesville, Oklahoma 74003, but meetings of members and directors may be held at such places as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to QUARRY RIDGE ESTATES HOMEOWNERS ASSOCIATION, INC., a non-profit Oklahoma corporation, its successors and assigns.

Section 2. "Properties" shall mean and refer to all the property within the geographical confines of QUARRY RIDGE ESTATES, PHASE I, as shown on and specified by the Plat and Deed of Dedication for QUARRY RIDGE ESTATES, PHASE I, an Addition in Washington County, Oklahoma, located in Section 28, Township 26 North, Range 13 East, Washington County, Oklahoma, together with all future residential subdivisions developed by the "Developer" in Section 28, Township 26 North, Range 13 East, which are specifically subjected to the control of Quarry Ridge Estates Homeowners Association, Inc. by Declaration.

Section 3. "Lot" shall mean and refer to any plot of land shown upon any recorded Plat of QUARRY RIDGE ESTATES, PHASE I, by number and in any and all future residential subdivisions developed by the "Developer" in Section 28, Township 26 North, Range 13 East, which are specifically subjected to the control of Quarry Ridge Estates Homeowners Association, Inc. by Declaration.

Section 4. "Future Quarry Ridge Estates Additions" shall include all future residential subdivisions developed by the "Developer" in Section 28, Township 26 North, Range 13 East, which are specifically subjected to the control of Quarry Ridge Estates Homeowners Association, Inc. by Declaration.

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Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple surface title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Developer" shall mean and refer to DOVER INVESTMENT COMPANY, which developed, platted and dedicated QUARRY RIDGE ESTATES, PHASE I, its successors and assigns if such successors or assigns should acquire more than three undeveloped Lots from the Developer for the purpose of development.

Section 7. "Dedication" shall mean and refer to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS of QUARRY RIDGE ESTATES, PHASE I, as recorded in the Office of the County Clerk of Washington County, Oklahoma in Book 1042 at Page 2028 and amendments thereto and the Declaration of Covenants, Conditions and Restrictions for all future residential subdivisions developed by the "Developer" in Section 28, Township 26 North, Range 13 East, which are specifically subjected to the control of Quarry Ridge Estates Homeowners Association, Inc. by Declaration.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration and the Certificate of Incorporation for the Association.

### ARTICLE III

#### MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association. Subsequent regular annual meetings of the members shall be held on the same day of the same month of each year thereafter at the hour of 7:00 o'clock P.M. If the day for the annual meeting is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

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

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

shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, fifty-one per cent (51%) of the votes of membership shall constitute a quorum for any action except as otherwise provided in the Certificate of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Voting and Proxies. At all meetings of members, each member may vote in person or by proxy. Votes shall be on the basis of one per Lot, regardless of the number of owners of a Lot. All proxies shall be in writing, and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the members of their Lot.

#### ARTICLE IV

##### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) Directors, who may or may not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three (3) Directors, one for a term of one (1) year, one for a term of two (2) years, and one for a term of three (3) years, and at each annual meeting thereafter the members shall elect one (1) Director for a term of three (3) years.

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

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

Section 3. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

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## ARTICLE V

### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors may be made by a Nominating Committee and/or may be made from the floor at the annual meeting. The Nominating Committee, if appointed by the Board of Directors, shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee if appointed, shall be appointed by the Board of Directors at each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board of Directors may be by voice vote but at the request of any member present, shall be by secret written ballot. At such election the member or their proxies may cast, in respect to each vacancy, one vote per lot owned. The persons receiving the largest number of votes shall be elected. Cumulative voting is permitted.

## ARTICLE VI

### MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall not be required unless the Directors determine that such is advisable. It is contemplated that the business of the Board can be conducted at special meetings.

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

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

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) Suspend the voting rights of a member during any period in which



such member shall be in default in the payment of any assessment levied by the Association.

(b) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Certificate of Incorporation or the Deed of Dedication.

(c) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive meetings of the Board of Directors.

(d) Employ a manager, a management company or independent contractor and such other employees as they deem necessary to perform the duties with respect to the operation of the property of the Association.

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

(a) Cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote.

(b) Supervise all officers, agents, employees and independent contractors hired by the Association and to see that their duties are properly performed.

(c) As provided for in the Deed of Dedication, to:

1. Fix the amount of the annual assessment at least thirty (30) days in advance of each annual assessment period. Annual assessments shall initially be in the amount of \$25.00 per unimproved lot and \$100.00 per improved lot per year, and may be increased no more than five percent (5%) per year by the Board of Directors, but may be increased by up to ten percent (10%) per year upon the affirmative vote of two-thirds (2/3) of the members on a one vote per Lot basis.

2. Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period.

3. Foreclose the lien against any property 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 the same.

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid.

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A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association.

(f) Cause any officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

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

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

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

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

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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

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

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

President

The President shall preside at all meetings of the Board of Directors; shall see that Orders and Resolutions of the Board are carried out; shall sign all leases, Mortgages, Deeds and other written instruments and shall co-sign all Promissory Notes.

Vice-President

The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by him by the Board.

Secretary

The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of the Board and of the members; keep the Corporate Seal of the Association and affix it on all papers requiring said Seal; serve notice of meeting of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by Resolution of the Board of Directors; shall sign all checks and Promissory Notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

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

ARTICLE X

BOOKS AND RECORDS

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

#### ARTICLE XI

#### ASSESSMENTS

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

#### ARTICLE XII

#### CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: QUARRY RIDGE ESTATES HOMEOWNERS ASSOCIATION, INC..

#### ARTICLE XIII

#### AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a two thirds (2/3) majority of a quorum of members present in person or by proxy.

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

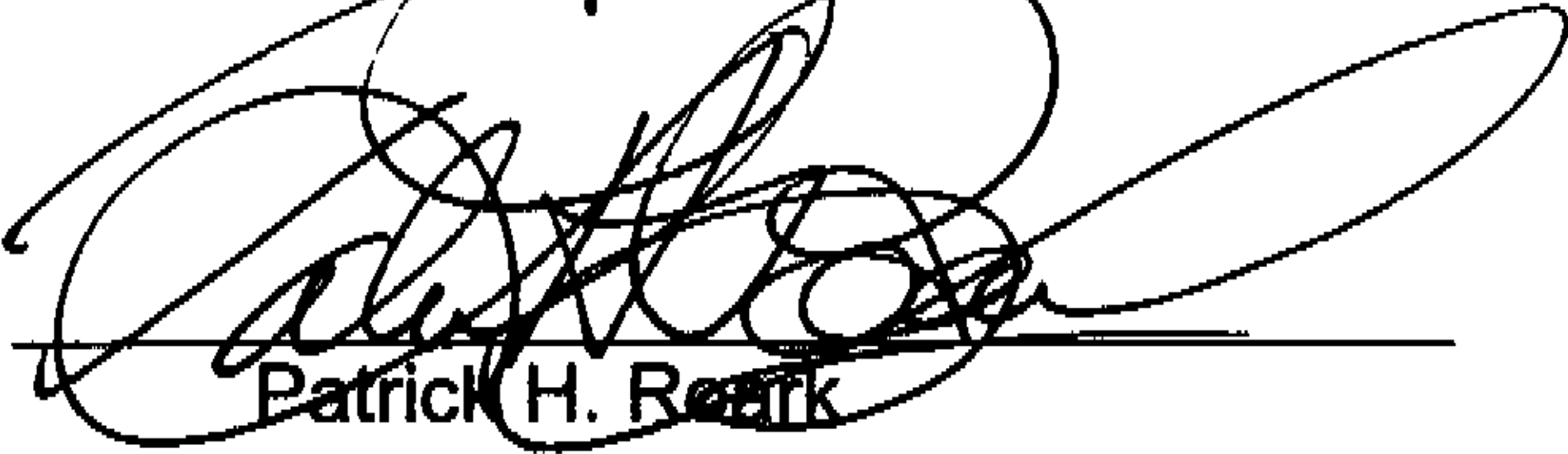
#### ARTICLE XIV

#### MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January of every

year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Directors of QUARRY RIDGE ESTATES HOMEOWNERS ASSOCIATION, INC., have hereunto set our hand this 26<sup>th</sup> day of April, 2006.

  
Patrick H. Roark

  
Byron Boles

  
Mathew K. Roark

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly elected and acting Secretary of QUARRY RIDGE ESTATES HOMEOWNERS ASSOCIATION, INC., an Oklahoma Corporation, and

That the foregoing By-Laws constitute the By-Laws of the Corporation, as duly adopted at a meeting of the Board of Directors thereof, held on the 26<sup>th</sup> day of April, 2006.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affirmed the seal of said Corporation this 26<sup>th</sup> day of April, 2006.

  
Secretary

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