

INTERURBAN ADDITION
COVENANTS AND RESTRICTIONS

NOW, THEREFORE, the Developer for the purpose of providing for an orderly development of the Addition and for the purpose of insuring adequate restrictions for the mutual benefit of the Developer, its successors and assigns and the City of Bartlesville, Oklahoma does hereby impose the following covenants and restrictions upon all real estate within the Addition, to wit:

1. **LOT USE.** Lots within the Addition shall be only used for residential, single-family purposes. No lot shall be used for business, commercial, professional or manufacturing purposes provided that, however, this prohibitor shall not apply to any building or structure that may be placed on any lot or portion of a lot within the Addition that is used exclusively by a public utility company in connection with the furnishing of public utility services to the Addition or to the property adjacent to the Addition.
2. **DWELLINGS.** No structure of a temporary character shall be used as a residence. No mobile home or dwelling structure shall be moved into or be present in the Addition. The following standards shall apply to all dwellings constructed in the Addition.
 - A. **Dwelling Size.** All dwellings shall have a minimum living space of 1,100 square feet. Dwellings in excess of a single story shall have a minimum living space of 900 square feet at the lower level. No dwelling shall have more than two (2) stories. Square footage shall be computed on measurements over the frame of the living space exclusive of porches, patios, garages, basement and attic area used for storage.
 - B. **Masonry.** All dwellings shall have at least fifty percent (50%) of the exterior walls thereof comprised of brick or stone, provided, however, the area of all windows and doors located in the exterior walls shall be excluded in the determination of the area of said exterior walls. In all cases, the masonry shall extend to the ground line so that the foundation shall be completely concealed. Any deviation of exterior construction materials shall be permitted only upon the written consent of the developer.
 - C. **Garages.** All dwellings shall have attached garages suitable for accommodating at least two (2), but not more than three (3) standard sized automobiles. All garages shall be accessed by an overhead garage door or doors.
 - D. **Driveways.** All driveways into a lot from any street shall be constructed of concrete and shall not be less than fourteen (14) feet in width.
 - E. **Roof Pitch.** The roof of the dwelling shall have a pitch of at least 6/12 over 75 percent of the total roof area, and none of the roof area shall have a pitch less than 3/12.
 - F. **Roof Material.** All roof material shall be wood, slate, tile or heavy composition. Composition roof material shall be asphalt or fiberglass material with a weight of 225# or more per square.
3. **CERTIFICATE OF APPROVAL.** No building shall be erected or materially altered on any lot in the Addition until the building plans and specifications therefore, exterior color scheme and material thereof, and plot plan showing the location and facing of the building, have been approved in writing by the Developer, which approval shall be indicated by a certificate signed and acknowledged by an officer of the Developer. The purpose of such approval shall be to promote good design and compatibility within the Addition and the Developer in its review of the plans, specifications, exterior color scheme, material and plot plan for any building 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 Developer shall not be liable for any approval or disapproval and its approval or building plans shall not constitute a warranty or create any responsibility or liability for building methods, materials, procedures, structural design, grading, drainage, or code violations. The approval or

011358

BK 1049 PG 0960

disapproval by the Developer of the building plans shall not be deemed a waiver of any restriction or covenant herein contained. The provisions of this paragraph requiring approval by Developer shall cease, terminate and be of no further force and effect on the date ten (10) years from the date hereof. Thereafter, the approval required in this provision shall not be required unless prior to the expiration of ten (10) years from the date hereof, a written instrument shall be executed by the then record owners of a majority of the lots in the Addition and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers as previously exercised by the Developer for such a period as may be specified in said instrument. In the event that the Developer shall be dissolved prior to the expiration of ten (10) years from the date hereof, then and thereafter the approval of the building plans, specifications, exterior color scheme, materials and plot plan of buildings constructed in the Addition shall be exercised by a representative or representatives designated in a written instrument executed by the then record owners of a majority of the lots in the Addition, which instrument shall be duly recorded.

4. **OUTBUILDINGS.** All tool sheds, hobby rooms or other outbuildings shall conform to the basic architectural styling of the dwelling and shall satisfy the roof requirements of paragraph 2.

5. **FENCES.** No fence or wall shall be erected, placed or altered on any lot nearer to the street than the minimum set-back lines established herein. No fence shall be erected on any lot closer to the street than the exterior lines of the main structure without the written approval of the Developer, and no fence on any lot shall exceed six (6) feet in height. No chain link fences shall be permitted without the written approval of the Developer. Nothing herein contained shall, however, preclude or prevent the use of evergreens or other shrubbery for landscaping purposes. The developer shall be allowed to construct a wall in the area designated as "wall easement" on the plat.

6. **SIDEWALKS.** Upon the construction of a dwelling upon a lot, the owner of such lot constructing such dwelling shall then be responsible for construction of appropriate city sidewalks within subdivision regulations of the City of Bartlesville, Oklahoma.

7. **ANIMALS.** No animals, livestock, or poultry of any kind shall be kept on any lot except for a total of three (3) dogs, cats or other household pets and the suckling young of said animals. Animals shall not be kept, bred, or maintained for any commercial purposes and shall not be permitted on any lot which does not contain a dwelling being used as a residence. All animals shall be fenced in or kept on a lease. Animal shelters shall be screened from view from any street unless built in conformity with the requirements for outbuildings herein set forth.

8. **STORAGE.** No outside storage or keeping of building materials, tractors, mowers, equipment, implements or salvage shall be permitted within the Addition. Building materials may be stored for a period of thirty (30) days prior to the start of construction of a dwelling. Construction of dwellings shall be completed within nine (9) months after pouring of the footing.

9. **VEHICLES, MOTORCYCLES.** No vehicle, motorcycle, motor bike, camper trailer, or boat, whether or not operable, (collectively referred to as "Vehicles") shall be kept, parked or stored on or adjacent to any lot, except in a garage or other area screened from view behind the set-back lines, for more than forty-eight (48) hours during any seventy-two (72) hour period, provided that, however, nothing herein shall prohibit the parking of passenger vehicles on the surfaced driveway. Vehicles shall not be kept, parked or allowed to stand on the yard. Resident's vehicles shall not be parked in any street.

10. **ANTENNAE.** No television, radio or other antennae or reception device shall be constructed or maintained on any lot or on any structure on a lot without the written approval of the Developer.

11. **SIGNS.** No sign of any kind shall be displayed to the public view on any lot, except (i) one sign of not more than five (5) square feet advertising the sale or rental of said property or (ii) signs used for the purpose of campaigning for a result in any political election or issue or (iii) signs maintained by the developer or a builder to advertise the property during the construction and sales period, unless approved in writing by the Developer.

BK 1049PG0961

12. SET-BACK LINES. No buildings, outbuildings, structures or parts thereof shall be constructed or maintained on lots nearer to the property lines than the setback lines provided herein or as shown on the Plat. Unless otherwise provided by easement or by set-back lines shown on the Plat, the minimum building setback lines shall be that determined by the requirements of the City.

13. DRAINAGE EASEMENTS. No Buildings, outbuildings, structures, fences, trees, shrubs or other vegetation shall be placed in drainage way easements as reflected on the Plat, except grasses normally used for lawn purposes. No obstructions shall be placed or permitted to remain in any of the designated drainage way easements that would hinder or restrict the free and voluntary flow of stream water from it's intended passageway.

No Lot owner shall plant any tree or shrubbery in dedicated utility easements or rights-of-way which would potentially endanger, threaten, or harm any utilities located within said easements or rights-of-way.

If it is determined by the municipality that any trees or shrubbery located within said easements or rights-of-way are endangering utilities in said easements or rights-of-way, the city shall have the right to remove said shrubbery upon five (5) days notice thereof at the lot owners expense, or within such time the lot owner may remove same.

14. ELECTRIC AND COMMUNICATION SERVICE.

A. The supplier of electric and communication service ("company"), through its proper agents and employees, shall have the right, privilege and authority to cut down, and trim, treat and dispose of any trees and undergrowth within said easement-ways or on property contiguous thereto which, in the company's sole judgement, interfere or threaten to interfere with the company's structures, lines fixtures and equipment.

Street light poles or standards may be served by underground cable and elsewhere throughout said addition all supply lines shall be located underground, in the easement-ways reserved for general utility services and streets, shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways.

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

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

D. The owner of each lot shall be responsible for the protection of the underground electric and communication facilities located on this property and shall prevent the alteration of grade or any construction activity which may interfere with said electric and communication facilities. The Company will be responsible for ordinary maintenance of underground electric facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.

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

15. WATER, SANITARY SEWER. Owners shall be responsible for the protection of the public water mains

BK 1049 PG 09 b 2

and sanitary sewer facilities located on their lots and shall prevent the alteration of grade in excess of 3 feet from the original contours and any construction activity which may interfere with said facilities. Said alterations of grade restriction shall be limited to easement area.

The City of Bartlesville, Oklahoma shall be responsible for the ordinary maintenance of public mains and public sanitary sewer facilities, but the owner will pay damage to or relocation of such facilities caused or necessitated by acts of the owner, his agents or contractors.

The City of Bartlesville, Oklahoma or its' successors shall have the right of access with it's equipment to all easements shown on the Plat, for the purposes of installing, maintaining, removing or replacing any portion of the underground water and sewer facilities.

16. **LANDSCAPE AND PAVING REPAIR.** The owner of each lot shall be responsible for the repair and replacement of any landscaping and paving located within utility easements and rights-of-way damaged as a result of repairs to or replacements of water, sanitary sewer mains, electric, natural gas or communication services.

17. **SANITARY DISPOSAL.** No outside toilets shall be allowed in the Addition and all sanitary facilities must comply with local and state health requirements.

18. **WASTE.** No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. All refuse and waste shall be kept in sanitary containers and all equipment for storage or disposal of such material and all lots shall be kept in a clean, neat and mowed to the street. All waste containers shall be screened from roadway view and must be removed from the curbside within 18 hours after refuse collection vehicles empty the containers.

19. **NUISANCE.** No noxious or offensive trade or activity shall be carried on upon any lot and nothing shall be done thereon which may be or become an annoyance or nuisance to the residents.

20. **HOMEOWNER'S ASSOCIATION.** A Homeowner's Association named "INTERURBAN HOMEOWNER'S ASSOCIATION", An Oklahoma Corporation, will be established by Developer pursuant to 60 O.S. 1991, 851 et seq., for the purpose of maintaining or contributing to the maintenance of drainage way easements, improvements constructed by the Developer at entryways to the Addition, if any other public use area within the Addition, drainage and/or water detention facilities constructed on real estate adjacent to the Addition and for such other purposes as shall be deemed advisable. All lawful acts of "INTERURBAN HOMEOWNER'S ASSOCIATION" made under and pursuant to it's Certificate of Incorporation and By-laws shall be binding upon the lots contained in the Addition and the owners thereof. Membership in "INTERURBAN HOMEOWNERS' ASSOCIATION" shall consist of all owners of lots in the Addition and owners of such additional property as may be designated by the Developer.

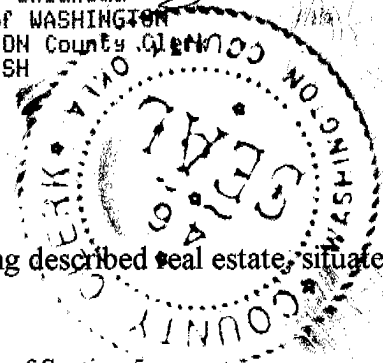
Annual assessments of \$100.00 shall be made on a per lot basis. Such assessments may be increased five percent (5 %) per year by the Board of Directors of INTERURBAN HOMEOWNER'S ASSOCIATION and up to ten percent (10%) per year upon the affirmative vote of two-thirds (2/3) of the owners of lots in the Addition. Such Assessments shall be a lien upon each lot assessed and any such lien may be foreclosed by the INTERURBAN HOMEOWNER'S ASSOCIATION and the lot owner shall be responsible for all costs and attorney's fees incurred by INTERURBAN HOMEOWNER'S ASSOCIATION in connection with collection of assessments and the enforcement of such lien. Each lot shall be entitled to one vote, regardless of the number of owners thereof.

21. **ENFORCEMENT.** Enforcement to restrain or to recover damages for violation of these covenants and restrictions may be brought by the Developer or by an owner of any lot, whether acting jointly or individually. The Developer shall not be obligated to enforce any covenant or restriction through legal proceedings or otherwise.

BK 1049PG0963

Doc # 2006011358
Bk 1049
Pg 960-965
DATE 10/25/06 10:10:33
Filing Fee \$23.00
Documentary Tax \$0.00
State of Oklahoma
County of WASHINGTON
WASHINGTON County Clerk
M. PARRISH

Exhibit "A"



BK 1049 PG 0965

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS; TERREL TAYLOR CO.,

An Oklahoma corporation, (the "Developer") is the sole owner of the following described real estate, situated in Washington County, Oklahoma, to wit:

The north 600 feet of the west 525 feet of the N/E 1/4, SE 1/4 of Section 5,
T26N, R13E to Bartlesville, Washington County, Oklahoma
Also known as Blocks 11, 12 and part of Debell Avenue, East Bartlesvilles
Addition to Bartlesville, Washington County, Oklahoma

WHEREAS; the Developer has caused the above described real state to be surveyed, platted and staked into lots, blocks, streets, and easements in conformity with a written plat of the above described real estate recorded in the office of the County Clerk of Washington County, Oklahoma (the "PLAT") which been therein designated and named "INTERURBAN ADDITION", an addition to the City of Bartlesville, Washington County, Oklahoma (the "Addition"); and

WHEREAS, the Developer desires to dedicate for the public use certain portions of the Addition in order to preserve and enhance the distinctive natural beauty and character of the Addition by the creation and enforcement of developmental standards.

DEDICATION

NOW, THEREFORE, The Developer does hereby dedicate for public use forever, the streets, easements and rights-of-way as shown on the plat for the several purposes of constructing, maintaining, operating repairing, removing, replacing any and all streets, public utilities including storm and sanitary sewers, telephone lines, cable television lines, electric power line and transformers, gas lines and water lines, including the poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto with the right of ingress and egress to and upon said easements and rights-of-way for the uses and purposes aforesaid, together with similar rights in the streets shown on the plat. No building structure shall or other above or below ground obstruction that will interfere with the purposes of aforesaid will be placed, erected, installed, maintained or permitted upon the easements or rights-of-way as shown on the Plat provided that, however, the Developer hereby reserves the right to construct, maintain, operate, lay & relay water and sewer lines together with the right of ingress and egress over, across and along all strips of land included within the easements and rights-of-way shown on the Plat, both for the furnishing of water and/or sewer services to the Addition.

Doc # 2010003698
Bk 1088
Pg 2800-2808
DATE 05/07/10 14:38:06
ins Fee \$29.00
Documentary Tax \$0.00
State of Oklahoma
County of WASHINGTON
WASHINGTON County Clerk
M. PARRISH



INTERURBAN HOMEOWNERS ASSOCIATION
BY-LAWS

ARTICLE I

NAME AND LOCATION

The name of the corporation is INTERURBAN HOMEOWNERS ASSOCIATION INC. The principal office and physical address of the corporation shall be located at 445 NE DeBell Ave; Bartlesville OK 74006, but may be changed as designated by the Board of Directors. Meetings of members and directors may be held at such places within Washington County, Oklahoma as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

- Section 1.** "Association" shall mean and refer to Interurban Homeowners Association, Inc., its successors and assigns.
- Section 2.** "Properties" shall mean and refer to the following described real property:
Lots 1 through 38, Interurban Addition; Washington County, Oklahoma
- Section 3.** "Common Area" shall mean all real property maintained by the Association, including but not limited to: The entire grass easement running along Nebraska, from the northeast corner of Lot 24 to the northwest corner of Lot 38 ; The flowerbeds at the DeBell entrance; the brick pillar fencing running the entire north side of the addition, along Nebraska & green area behind Trolley..
- Section 4.** "Lot" shall mean and refer to any single family lot shown upon the subdivision plat of Interurban Addition.
- 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, but excluding those having an interest merely as a security for an obligation.
- Section 6.** "Covenants" or "Declaration" shall mean and refer to the Interurban Addition Covenants and Restrictions applicable to the Properties recorded in the Office of the County Clerk of Washington County, State of Oklahoma.
- Section 7.** "Member" shall mean and refer to each person or entity entitled to membership as provided in the Covenants.
- Section 8.** "Resident" shall mean the homeowner and homeowner's family. Resident shall also mean any other person or persons living, staying, or visiting in the homeowner's home for more than one (1) week and year. Resident shall also mean any other person or persons living, staying or visiting in the homeowner's home for any part of four (4) days or more in one week for two weeks or more in a year.
- Section 9.** "Member in Good Standing" shall mean a member who does not have delinquent dues or unresolved Declaration of Covenant violations. Members must be in Good Standing in order to serve on the Board and / or exercise voting rights.

003698

BK 1088 PG 2800

Section 10. "Lease / Rental Resident" shall mean a resident who has a lease or rental agreement with a property owner and makes such property their primary residence. Such residents may provide input to a designated Member at Large, as their non-voting representative for Board of Directors meetings.

Section 11. "Annual Assessment" shall mean the Homeowners Dues collected annually at the beginning of each physical year. These dues are \$100.00 per lot annually, with potential increases of 5% per year by the Board of Directors, and up to 10% per year by membership vote per Covenant provisions.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held May 6, 2010. Each subsequent regular meeting of the members shall be held on the first Thursday of May or within ten (10) thereof as may be determined by the Board of Directors.

Section 2. Special Meetings. Special meetings of the membership may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4th) of all of the 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 hand-delivering a copy of the notice at least fifteen (15) days before such meeting to each member's Interurban residence, or via postage-paid mail to non-resident property owners, addressed to the member's address last appearing on the books of the Association, or supplied by the member to the Association for purpose of notice. The notice of meeting 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 one-tenth (1/10) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Certificate of Incorporation, the Declaration of Covenants, or these By-Laws. If, however, a quorum shall not be present or represented at any meeting, the members present shall have the power to adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum shall be present or be represented.

Section 5. Proxies. Each member may vote in person or by proxy. Proxy forms may be obtained in advance from the Secretary. Each proxy shall be revocable & cease upon conveyance of eligible 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 Directors. The initial Board of Directors shall consist of three (3) persons, designated by the Certificate of Incorporation of the Association, which shall serve until the first annual meeting of the membership, or until their successors are elected. Thereafter the Board shall consist of up to five (5) Directors.

Section 2. Term of Office. At the first annual meeting the members shall elect one Director for a term of one year, two Directors for a term of two years, and up to two Directors for a term of three years, if greater than three Directors are elected. At each annual meeting thereafter the members shall fill any expiring directorship by electing a Director for a term of three years.

BK 1088 PG 2801

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 / her successor shall be elected by the remaining members of the Board and shall serve for the unexpired term of his / her predecessor.

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

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Written approval may be obtained either by a signed document or via e-mail (electronic mail). Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations or volunteers in the absence of a nomination(s) may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The nominating Committee shall be appointed by the Board of Directors. 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. Nominees must be members in good standing of the Association.

Section 2. Election. Election to the Board of Directors shall be by secret balled, if requested by any member. At the election each member or his proxy may cast, for each vacancy, as many votes as the member is entitled to cast as set forth within the provisions of the Declaration of Covenants. The persons receiving the largest number of votes shall be elected. Cumulative voting is prohibited.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meeting. Regular meeting of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. If a regularly scheduled meeting should fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. The initial Board of Directors need not meet on a monthly basis, and may conduct necessary business at special meetings call as provided for in Section 2 below.

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 Directors, after not less than three (2) days notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction business. An act or decision of the Board shall require the vote of a majority of the Directors present at a duly held meeting at which a quorum is present.

BK 1088Pg2802

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- (a) adopt and publish rules and regulations governing the maintenance of the Common Area and other property to be maintained to ensure consistency of the addition's appearance;
- (b) 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;
- (c) exercise for the Association all powers, duties, and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-Laws, the Certificate of Incorporation, or the Declaration;
- (d) declare the office of a member of the Board of Directors to be vacant in the event the member shall be absent from three consecutive regular meetings of the Board of Directors;
- (e) employ a manager, an independent contractor, or such other employee(s) as they deem necessary, and to prescribe their duties;
- (f) order or sub-contract any needed maintenance, repairs, or new services for all areas of the Interurban Addition the Association is responsible for maintaining. Any repairs, maintenance, or new services whose cost is \$450.00 or more must have a written work order, including an Association purchase order number, must be approved by the Board of Directors and **MUST** be signed by two current board members; and
- (g) a board member may authorize expenditure of association funds on an emergency basis without immediate consultation with other board members and without a written work order only as follows:
 - (1) if the board member, in his or her best judgment determines that without making such authorization the association of any of its members will sustain immediate personal harm or property damage, or if failure to take action will expose the association to legal liability;
 - (2) if the board has approved similar authorizations in the past and the situation is, in the best judgment of the board member, a genuine emergency requiring immediate action or decision;
 - (3) this emergency authorization clause is limited to authorizations of \$150.00 or less. If the authorization will exceed \$150.00, the board member must contact at least one other member of the board prior to making the authorization;
 - (4) if an emergency authorization is made, the board member making the authorization shall try to contact the other board members immediately, but must contact at least one other board member within 48 hours to notify them that the authorization was made and the circumstances necessitating the emergency;

BK 1088 PG 2803

- (5) within 72 hours the board shall ratify the emergency authorization by issuing a proper, written work order, unless the authorization is deemed by a unanimous vote of remaining board members to not have been warranted under the circumstances;
- (6) it should be clear to the board members that such emergencies are rare and use of this clause will be reviewed closely by the board;
- (7) if the board unanimously decides that a board member has made two unnecessary emergency authorizations, then the board shall remove that board member's authority to make any future emergency authorizations.

Section 2. Duties.

It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at a special meeting when the statement is requested in writing by members having one-fourth (1/4th) of the votes of the eligible membership;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration of Covenants, to:
 - (1) fix the amount of the annual dues assessment against each lot at least 30 days in advance of each annual assessment period;
 - (2) send written or electronic notice of each assessment to every owner subject thereto at least 30 days in advance of each annual assessment period;
 - (3) foreclose the lien against any property for which assessment is not paid within 30 days after the due date or bring action at law against the owner personally obligated to pay the same.
- (d) issue or to authorize an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of a certificate. If a certificate states an assessment has been paid, the certificate shall be conclusive evidence of payment;
- (e) cause the financial statements of the Association to be made available within 72 hours of receipt of any member's written request;
- (f) cause the Common Areas to be maintained;
- (g) cause the books of the Association to be available for review by the membership at the annual meeting, to include the annual tax return for the IRS and certify. At the written request of one fourth (1/4th) of the membership, these records may be reviewed by a public accountant who will certify that the books have been reviewed and accounted for, at the Association's expense;
- (h) cause the Interurban Covenants and By-Laws to be delivered upon the conveyance of a home to the purchaser of said lot or home. The seller or their agent shall obtain a written acknowledgement from said purchaser that he / she / it has received the Interurban Covenants and By-Laws and that said purchaser agrees to be bound thereby; and

BK 1088 PG 2804

- (i) enforce all covenants of the Interurban Homeowners Association.

ARTICLE VIII

NON LIABILITY OF DIRECTORS

To encourage participation of members or other persons as Director of the Association, limitation of personal liability shall be established to the extent permitted by the Oklahoma General Corporation Act as it now exists or may be later amended, and the limitations of liability shall be deemed to include the following:

(a) No Director shall have personal liability to the Association or its members for monetary damages for breach of fiduciary duty as a director, provided the foregoing shall not limit liability:

- (1) for any breach of the Director's duty of loyalty to the Association or its members;
- (2) for acts or omissions not in good faith or which involve intentional misconduct or a know violation of law; or
- (3) for any transaction for which the Director derived an improper personal benefit.

(b) No Director shall have personal liability for monetary damages resulting from:

- (1) any negligent act or omission of an employee of the Association; or
- (2) any negligent act or omission of another Director; or
- (3) any negligent act or omission of a member of the Association; or
- (4) any negligent act or omission of an Interurban Addition property owner; or
- (5) any negligent act or omission of a Developer or builder.

ARTICLE IX

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and vice-President, who shall at all times be members of the Board of Directors, 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 1 year unless he / she shall resign, or shall be removed, or otherwise be disqualified to serve. There are no term limits.

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

BK 1088 PG 2805

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. A 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 the 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 a vacancy shall serve for the remainder of the term of the officer he / she replaces.

Section 7. Multiple Offices. The offices of 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 special offices created pursuant to Section 4 of this Article.

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

- (a) **President.** The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all written instruments.
- (b) **Vice-President.** The Vice-President shall act in the place and stead of the President in the event of his / her absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him / her by the Board.
- (c) **Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceeding of the Board and of the members; keep the corporate seal of the Association and affix on all the papers requiring the seal; serve notice of meetings of the Board and of the members; place meeting & dues reminder signage at neighborhood entrance; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.
- (d) **Treasurer.** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, and shall disburse such funds as directed by resolution of the Board of Directors; shall co-sign with another board member all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at shall prepare an annual budge and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and shall deliver a copy to each of the members, either in writing or by electronic means.
- (e) **Member at Large.** An additional, Board Member at Large position is available to one lease / rental resident at the Board's discretion. The Member at Large represents their fellow lease / rental neighbors and has input, but does not have voting rights. This Member at Large does not have rights to disburse emergency funds, but may sign act as an additional signature for dual control purposes.

ARTICLE X

COMMITTEES

The Association shall appoint committees as deemed appropriate, as provided in these By-Laws.

BK 1088PG2806

ARTICLE XI

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration of Covenants, 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 a reasonable cost.

ARTICLE XII

ASSESSMENT OF DUES

- (1) As more fully provided in the Declaration of Covenants, each member is obligated to pay to the Interurban Homeowners Association dues of \$100.00, to be paid in full on or before June 15th annually.
- (2) Payment in full for the current year (\$100.00) shall be collected by closing agent or title company and forwarded Association's physical corporate address: Interurban Homeowners Association; 445 NE DeBell Ave; Bartlesville OK 74006. Such address may be replaced with a PO Box at the discretion of the Board of Directors.
- (2) Payments are considered delinquent after 30 days and will incur a \$10.00 late fee.
- (3) Assessments which are past due a period of 60 days will result in a lien being filed against the property and the violating homeowner. In addition, the violating homeowner will be responsible for all legal fees related to the filing, enforcement and release of the lien.
- (4) Hardship situations may be considered by the Board of Directors and on a case-by-case basis special payment arrangements may be made prior to lien action being taken. During the time that such arrangements are being fulfilled as agreed, the homeowner's status shall be in Good Standing.

ARTICLE XIII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Interurban Homeowners Association, Inc.

ARTICLE XIV

AMENDMENTS

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

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

BK 1088 Pg 2807

ARTICLE XV

MISCELLANEOUS

The fiscal year of the Association shall begin on the 1st day of May and end on the 30th day of April 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 Interurban Homeowners Association,

Inc have hereunto set our hands this 7th day of May, 2010.

[Signature]
Signature
Katherine Pranger
Printed Name

[Signature]
Signature
Robbie McDonald
Printed Name

AN
Signature
AN
Printed Name
Amber Nunn

[Signature]
Signature
Shane Martin
Printed Name

BK 1088 PG 2808

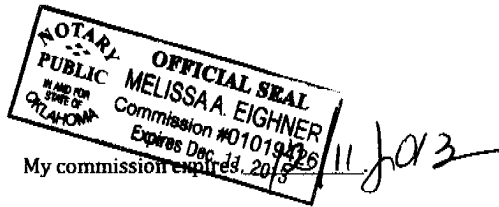
STATE OF OKLAHOMA, COUNTY OF WASHINGTON, ss.:

On this day, personally appeared before me Katherine Pranger,
Amber Nunn, Robbie McDonald
Shane Martin

to me known to be the person(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed

this 7 day of May 2010
[Signature]
Notary Public in and for the State of Oklahoma.



**AMENDED BY-LAWS
INTERURBAN HOMEOWNERS ASSOCIATION INC**

ARTICLE I

NAME AND LOCATION

The name of the Corporation is INTERURBAN HOMEOWNERS ASSOCIATION INC. The mailing address shall be: PO Box 3372, Bartlesville, OK 74006. Meetings of members and directors may be held at such places within Washington County, Oklahoma, as may be designated by the Board of Directors.

**ARTICLE II
DEFINITIONS**

Section 1. "Association", "Interurban Homeowners Association", or "Organization" shall mean and refer to Interurban Homeowners Association, Inc, a non-profit Oklahoma corporation, its successors and / or assigns.

Section 2. "Properties" shall mean and refer to the following described real property:

LOTS 1 thru 38 INTERURBAN ADDITION, WASHINGTON COUNTY, OKLAHOMA

Section 3. "Common Area" and "Green Areas" refer physical and real property maintained by, but not necessarily owned by, the Association which neither the Developer nor the City is responsible for.

Section 4. "Lot" shall mean and refer to any single family lot shown upon the recorded subdivision plat of Interurban Addition.

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, but excluding those having an interest merely as a security for an obligation.

Section 6. "Covenants" or "Declaration" shall mean and refer to the Interurban Addition Covenants and Restrictions applicable to the Properties recorded in the Office of the County Clerk of Washington County, State of Oklahoma; Book 1049, Page 0960.

Section 7. "Member" shall mean and refer to each person or entity entitled to membership as provided in the Covenants.

Section 8. "Member in Good Standing" shall mean a member who does not have delinquent dues or unresolved Declaration of Covenant violations. Members must be in good standing in order to serve on the Board of Directors and / or exercise voting rights.

Section 9. "Annual Assessment" or "Dues" shall mean the mandatory owner payments collected annually at the beginning of each physical year.

Section 10. "Directors" are the Association's elected governing body and are limited to: President, Vice-President, Secretary and Treasurer, or combined Secretary / Treasurer.

Section 11. "Board Members" include the directors as well as any additional positions they may from time to time decide to include.

Section 12. "Board" and "Board of Directors" are the group of Directors and any other Board Members.

004603

BK 1089 PG 1899

**ARTICLE III
MEETING OF MEMBERS**

Section 1. Annual Meetings. The First Annual Meeting of the members shall be held May 6, 2010. Each subsequent regular meeting of the members shall be held on the first Thursday of May or within ten (10) days thereof as may be determined by the Board of Directors.

Section 2. Special Meetings. Special meetings of the membership may be called at any time by the President, in his / her extended absence the Vice-President, or upon written request of the one-fifth (1/4th) of all individual property owners.

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 the notice, postage pre-paid, at least 15 days before such meeting to each member entitled to vote, addressed to the member's address last appearing on the books of the Association, or supplied by the member to the Association for the purpose of notice. The notice of meeting 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 (1/4th) of the recorded property owners of the membership shall constitute a quorum for any action except as otherwise provided in the Certificate of Incorporation, the Declaration of Covenants, or these By-Laws. If, however, a quorum shall not be present or represented at any meeting, the members present shall have the power to adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum shall be present or be represented. Builders' and developers' voting rights as described in the Covenants shall be honored. However, so as not to impede the ability of the Association to conduct necessary business, it is understood and agreed in advance that in the absence of any builder or developer not present in person or by proxy at the meeting, the Board will be assigned their proxy for that immediate meeting.

Section 5. Proxies. Each member entitled to vote may do so in person or by proxy. Proxies shall be in writing and filed with the Secretary. Each Proxy shall be revocable and shall automatically cease upon conveyance of the Lot of the member who had given the proxy.

Section 6. Parliamentary Procedure: The Association will not follow Robert's Rules of Order. The rigid nature of such being prohibitive given the size and purpose of the organization.

Section 7. Majority Vote: Unless otherwise noted, a majority vote shall be defined as 51% or greater of the votes cast and shall be sufficient to cause any action before the Board or members to be passed. Only members in good standing may cast votes.

**ARTICLE IV
BOARD OF DIRECTORS
SELECTION, TERM OF OFFICE**

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors. The initial Board of Directors shall consist of at least three (3) persons, designated by the Certificate of Incorporation of the Association, which shall serve until the first annual meeting of the membership, or until their successors are elected. The Board may afterwards consist of up to five (5) Board Members, of which include a minimum of three (3) Directors.

Section 2. Term of Office. At the first annual meeting the members shall elect Directors with the following terms: President: 2 years; Vice-President: 2 years; Secretary / Treasurer: 3 years. Any additional, optional Board Member(s): 1 year each. There are no term limits.

BK 1089PG1900

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

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

Section 5. Action Taken Without a Meeting. The Board Members 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 a majority the Board Members. Written approval may be obtained either by a signed document or via electronic means, (i.e. e-mail or text messaging). Any action so approved shall have the same effect as though taken at a meeting of the Directors.

**ARTICLE V
NOMINATION,
ELECTION OF BOARD MEMBERS**

Section 1. Nomination. Nominations may be made from the floor at the annual meeting. Volunteers for election may also be accepted. Nominees and volunteers must be *Members in Good Standing*.

Section 2. Election. Election to the Board of Directors may be by show of hand, or verbal acknowledgement from the membership in attendance or their Proxy. At the election each member or Proxy may cast, for each vacancy, as many votes as the member is entitled to cast as set forth within the provisions of the Declaration of Covenants. The persons receiving the largest number of votes shall be elected. Cumulative voting is prohibited.

**ARTICLE VI
MEETINGS OF BOARD MEMBERS**

Section 1. Regular Meeting. Regular meetings of the Board of Directors shall be held at least monthly without notice, at a place and time determined by a majority of the Board Members.

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 Directors, after not less than three (3) days notice to each Director.

Section 3. Emergency Meetings. Emergency meetings may be called by any two Directors when they become aware of a specific matter or situation that may pose time-sensitive harm to the integrity or physical well-being of the Association, its members or the property maintained by the Association.

Section 4. Quorum. A majority of the number of Board Members shall constitute a quorum for the transaction business. Every action or decision done or made by a majority of the Directors at a duly held meeting where a quorum is present shall be regarded as an act of the Board.

**ARTICLE VII
POWERS, DUTIES OF BOARD OF DIRECTORS**

Section 1. Powers: Directors and any other Board Members shall have power to:

- (a) Adopt and publish rules and regulations governing the maintenance of the Common and Green Areas and other property to be maintained to ensure consistency of the addition's

appearance;

- (b) Exercise for the Association all powers, duties, and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-Laws, the Certificate of Incorporation, or the Declaration;
- (c) Declare the office of a Board Member to be vacant in the event that member shall be absent from three consecutive board meetings.
- (d) Employ a manager, an independent contractor, or such other employee(s) as they deem necessary, and to prescribe their duties;
- (e) Order or sub-contract any needed maintenance, repairs, or new services for all areas the Association is responsible for maintaining. Such action will require the approval of a majority of the board.
- (f) A Director may authorize expenditure of Association funds on an emergency basis without immediate consultation with other members:
 - (1) immediate personal harm or property damage, or if failure to take action may expose the Association to legal liability;
 - (2) If the Board has approved similar authorizations in the past and the situation is, in the best judgment of the Director, a situation requiring immediate remedy, action or decision;
 - (3) This emergency authorization clause is limited to authorizations of \$150.00 or less. If the authorization will exceed \$150.00, the Director must contact at least one other member of the board prior to making the authorization;
 - (4) If an emergency authorization is made, the director making the authorization shall try to contact the other board members immediately, but must contact at least one other board member within 48 hours to notify them that the authorization was made and the circumstances necessitating the emergency;
 - (5) It should be clear to the Directors as well as those in any optional Board Member positions that such emergencies are rare and use of this clause will be reviewed closely by the Board;
 - (6) If the Board unanimously decides that a Board Member has made two unnecessary emergency authorizations, then the board shall remove that board member's authority to make any future emergency authorizations.

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

- (a) Cause to be kept a complete record of its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at a special meeting.
- (b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) As more fully provided in the Declaration of Covenants, to file a lien against any property for which assessment is not paid as early as 30 days after the due date or bring action at law against the owner personally obligated to pay the same.

- (d) Issue or to authorize an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be charged for the issuance of a certificate. If a certificate states an assessment has been paid, the certificate shall be conclusive evidence of payment.
- (e) Cause the financial statements of the Association to be made available within a reasonable time period upon receipt of assigned, written request from any member in good standing.
- (f) Cause the Association-defined areas to be maintained;
- (g) Enforce all Covenants and By-laws of Interurban Homeowners Association Inc.
- (h) Cause the Covenants and By-laws to be delivered upon the conveyance of a lot or home to the purchaser of said lot or home.

**ARTICLE VIII
NON-LIABILITY OF BOARD MEMBERS**

To encourage participation of members or other persons as Directors and / or Board Members of the Association, limitation of personal liability shall be established to the extent permitted by the Oklahoma General Corporation Act as it now exists or may be later amended, and the limitations of liability shall be deemed to include the following:

- (a) No Director shall have personal liability to the Association or its members for monetary damages for breach of fiduciary duty as a Board Member, provided the foregoing shall not limit liability:
 - (1) For any breach of the Board Member's duty of loyalty to the Association or its members;
 - (2) For acts or omissions not in good faith or which involve intentional misconduct or a know violation of law; or
 - (3) For any transaction for which the Board Member derived an improper personal benefit.
- (b) No Board Member shall have personal liability for monetary damages resulting from:
 - (1) Any negligent act or omission of an employee of the Association; or
 - (2) Any negligent act or omission of another Board Member; or
 - (3) Any negligent act or omission of a member of the Association; or
 - (4) Any negligent act or omission of an Interurban Addition property owner; or
 - (5) Any negligent act or omission of a Developer or builder.

**ARTICLE IX
OFFICERS AND THEIR DUTIES**

Section 1. Enumeration of Officers. The directing officers of this Association shall be a President and Vice-President; and Secretary, Treasurer or Secretary / Treasurer who shall at all times be members of the

BK 1089 PG 1903

Board of Directors; and such other officers as the Directors may from determine.

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

Section 3. Term. The officers of this Association shall be elected by the Board during each election year and each shall hold office for their term unless he / she shall resign, be removed, or otherwise be disqualified to serve. There are no term limits.

Section 4. Special Appointments. The Board may elect other officers as the affairs of the Association may require, each of whom shall hold office for the 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. A 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 the 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 a vacancy shall serve for the remainder of the term of the officer he / she replaces.

Section 7. Multiple Offices. The offices of 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 special offices created pursuant to Section 4 of this Article.

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

- (a) **President.** Shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all written instruments.
- (b) **Vice-President.** Shall act in the place and stead of the President in the event of his / her absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him / her by the Board.
- (c) **Secretary.** (or Secretary/Treasurer) Shall record the votes and keep the minutes of all meetings and proceeding of the Board and of the members; keep the corporate seal of the Association and affix on all the papers requiring the seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.
- (d) **Treasurer.** (or Secretary / Treasurer) Shall receive and deposit in appropriate bank accounts all monies of the Association, and shall disburse such funds as directed by the Board; shall approve and / or co-sign with another Board Member all checks and / or promissory notes of the Association; keep proper books of account; shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular Annual Meeting, and shall deliver a copy to each of the members, either in writing or by electronic means, at the discretion of the Treasurer.
- (e) **Board Member(s).** Shall serve as an officer(s) with voting rights and dual control responsibilities. He / She may authorize expenses with a Director only and not for any fellow non-directors.

BK 1089 Pg 1904

**ARTICLE X
COMMITTEES**

The Association shall appoint committees as deemed appropriate.

**ARTICLE XI
BOOKS AND RECORDS**

Copies of the financial statement of the Association, Declaration of Covenants, the Certificate of Non-Profit Incorporation and By-laws shall be available to any Member in Good Standing, subject to reasonable copy and processing fees. Signed, written requests shall be mailed to the Association's PO Box.

**ARTICLE XII
ASSESSMENT & ENFORCEMENT OF DUES**

- (1) As more fully provided in the Declaration of Covenants, each member is obligated to pay annual dues to the Association.
- (2) New owners' payment for the current year shall, whenever possible, be collected by the closing agent or Title Company and forwarded to Association's mailing address. Failure to satisfy dues at the time of closing does not relieve the homeowner of their financial responsibility.
- (3) Payments are considered delinquent after 30 days and will incur a \$10.00 late fee.
- (4) Liens will be filed against properties with delinquent dues.
- (5) Any such lien may be foreclosed by the Association, subject to all costs and attorney fees incurred by the Association in connection with collection of assessments and the enforcement of such lien.
- (6) Hardship situations may be considered by the Board of Directors and on a case-by-case basis special payment arrangements may be made prior to lien action being taken. During the time that such installments are being paid as agreed, the member is not considered delinquent and their membership status shall be in Good Standing.

**ARTICLE XIII
CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: Interurban Homeowners Association, Inc. Prior to the delivery and in the absence of said seal, all actions of the Association are still legal and binding.

**ARTICLE XIV
AMENDMENTS**

Section 1. These Bylaws may be amended by the Board, at an Annual or Special Meeting of the members, by a vote of a majority of 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 will control; and in the case of the Covenants and these By-laws, the Covenants shall control.

BK 1089PG1905

ARTICLE XV

MISCELLANEOUS

The fiscal year of the Association shall begin on the 1st day of May and end on the 30th day of April 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 Interurban Homeowners Association,

Inc have hereunto set our hands this 27 day of May, 2010.

Shane Martin
Signature

Robbie McDonald
Signature

Shane Martin
Printed Name

Robbie McDonald
Printed Name

AN
Signature

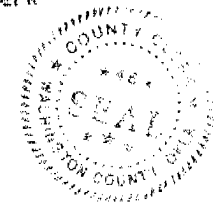
Signature

Amber Nunn
Printed Name

Printed Name

Doc # 2010004603
Bk 1089
Pg 1899-1906
DATE 06/02/10 14:34:18
Filing Fee \$27.00
Documentary Tax \$0.00
State of Oklahoma
County of WASHINGTON
WASHINGTON County Clerk
H. PARRISH

Amber Nunn



STATE OF OKLAHOMA, COUNTY OF WASHINGTON, ss.:

On this day, personally appeared before me Shane Martin,
Amber Nunn & Robbie McDonald

to me known to be the person(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed
this 27th day of May 2010

Melissa Eighner



Notary Public in and for the State of Oklahoma.

My commission expires 12/11/2013

BK 1089 Pg 1906

AMENDED BY-LAWS
INTERURBAN HOMEOWNERS ASSOCIATION INC
Revised April 10, 2011



BK 1097 PG 3554

ARTICLE I
DEFINITIONS

Section 1. "Association", "Interurban Homeowners Association" or "Organization" shall mean and refer to Interurban Homeowners Association Inc., a non-profit Oklahoma corporation, its successors and / or assigns.

Section 2. "Properties" shall mean and refer to the following described real property:

LOTS 1 thru 38 INTERURBAN ADDITION, WASHINGTON COUNTY, OKLAHOMA

ARTICLE II
DEFINITIONS

Section 1. "Common Area" and "Green Areas" refer to physical and real property maintained by, but not necessarily owned by, the Association which neither the Developer nor the City of Bartlesville is responsible for.

Section 2. "Lot" shall mean and refer to any single family lot shown upon the recorded subdivision plat of Interurban Addition.

Section 3. "Owner" shall mean and refer to the recorded 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, but excluding those having an interest merely as a security for an obligation.

Section 4. "Covenants" or "Declaration" shall mean and refer to the Interurban Addition Covenants and Restrictions applicable to the Properties recorded in the Office of the County Clerk of Washington County, State of Oklahoma; Book 1049, Page 0960.

Section 5. "Member" shall mean and refer to each person or entity entitled to membership as provided in the Covenants.

Section 6. "Member in Good Standing" shall mean a member who does not have delinquent dues or unresolved Declaration of Covenants or By-laws violations. Members must be in good standing in order to serve on the Board of Directors and / or exercising voting rights.

Section 7. "Annual Assessment" or "Dues" shall mean the mandatory owner payments collected annually at the beginning of each fiscal year.

Section 8. "Officers" are the Association's governing body and include but not limited to: President, Vice-President, Secretary and Treasurer, or combined Secretary / Treasurer.

Section 9. "Board Members" include Officers as well as any additional positions they may from time to time include.

Section 10. "Board" and "Board of Directors" shall refer to the governing body that is composed of officers and other Board Members.

Section 11. “Director” and “Board Member” shall refer to those individuals serving on the governing body in the capacity of an officer or any other titled-or non-titled role.

Section 12. “HOA” refers to Interurban Homeowners Association Inc.

Section 13. “Resident” shall mean the homeowner and homeowner’s family. Resident shall also include any other person or persons living, staying or visiting in the homeowner’s home for more than 1 week in a year. Resident shall also mean any other person or persons living, staying or visiting in the homeowner’s home for any part of 4 days or more in one week for two weeks or more a year.

Section 14. “Residents Vehicle” shall mean a vehicle owned, rented, or being driven by anyone that fits the definition of resident in Article II, Section. 14. This shall include motor vehicles of any type, both personal and company vehicles.

Section 15. “Majority” shall refer to 75% of the owners or owners of a majority of lots for Covenant modifications; 75% of the quorum of members in person or by proxy for By-law in Article XIV, Section. 2.

Section 16. “Votes” refer to one vote per property, regardless of the number of owners listed on the Deed.

ARTICLE III **MEETING OF MEMBERS**

Section 1. Annual Meetings. Annual Meetings of the members shall be held on the first Thursday of May or within ten (10) days thereof as may be determined by the Board of Directors.

Section 2. Special Meetings. Special Meetings of the membership may be called at any time by Board of Directors, or upon written request of one-fourth (1/4th) of all individual property owners.

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 the notice, postage pre-paid, at least 15 days before such meeting to each member entitled to vote, addressed to the member’s address last appearing on the books of the Association, or supplied by the member to the Association for the purpose of notice. The notice of meeting 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 one tenth (1/10th) of the the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Certificate of Incorporation, the Declaration of Covenants, or these By-laws. If, however, a quorum shall not be present or represented at any meeting, the members present shall have the power to adjourn the meeting, from time to time, without notice other than an announcement at the meeting, until a quorum shall be present or be represented. So as not to impede the ability of the Association to conduct necessary business, it is understood and agreed in advance that in the absence of any builder or developer not present in person or by proxy at the meeting, the Board will be assigned their proxy for that immediate meeting.

Section 5. Proxies. Each member entitled to vote may do so in person or by proxy. Proxies shall be in writing and filed with the Secretary. Each Proxy shall be revocable and shall automatically cease upon conveyance of the Lot of the member who had given the proxy.

ARTICLE IV

**BOARD OF DIRECTORS
SELECTION, TERM OF OFFICE**

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors. The Board may consist of up to 7 members, of which include a minimum of three (3) officers.

Section 2. Term of Office. At each Annual Meeting the members shall fill any expiring directorship for a term of 3 years.

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

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

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

**ARTICLE V
ELECTION OF BOARD MEMBERS**

Section 1. Nomination. Nominations may be made by the Board or from the floor at the annual meeting. Volunteers at the meeting may also be accepted. Nominees and volunteers must be Members in Good Standing.

Section 2. Election. Election to the Board of Directors may by show of hand, verbal acknowledgement from the membership in attendance or their Proxy. At the election each member or Proxy may cast votes. No voting will be required if the number of nominations or volunteers do not exceed the number of positions available.

**ARTICLE VI
MEETINGS OF BOARD MEMBERS**

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at a place and time determined by a majority of the Board Members.

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 Directors, after not less than three (3) days' notice to each Director.

Section 3. Emergency Meetings. Emergency meetings may be called by any two Directors when they become aware of a specific matter or situation that may pose time-sensitive harm to the integrity or physical well-being of the Association, its members or the property maintained by the Association.

Section 4. Quorum. A majority of the number of Board members shall constitute a quorum for the transaction of business. Every action or decision done or made by a majority of the Directors at a duly held meeting where a quorum is present shall be regarded as an act of the Board.

BK 1097PG3556

ARTICLE VII
POWERS, DUTIES OF BOARD OF DIRECTORS

Section 1. Powers.

Directors and any other Board Members shall have power to:

- (a) Adopt and publish rules and regulations governing the maintenance of the Common and Green Areas and other property to be maintained to ensure consistency of the addition's appearance;
- (b) Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-laws, the Certificate of Incorporation or the Declaration;
- (c) Declare the officer of a Board Member to be vacant in the event that the member shall be absent from three consecutive board meetings.
- (d) Employ a manager, an independent contractor, or such other employee(s) as they deem necessary, and to prescribe their duties;
- (e) Order or sub-contract any needed maintenance, repairs, or new services for all areas the Association is responsible for maintaining. Such action will require the approval of a majority of the board.
- (f) A Director may authorize expenditure of Association funds on an emergency basis without immediate consultation with other members:
 - (1) Immediate personal harm or property damage, or if failure to take action may expose the Association to legal liability;
 - (2) If the Board has approved similar authorizations in the past and the situation is, in the best judgment of the Director, a situation requiring immediate remedy, action or decision;
 - (3) This emergency authorization clause is limited to authorizations of \$150.00 or less. If the authorization will exceed \$150.00, that Board Member must contact at least one other member of the board prior to making the authorization;
 - (4) If that emergency authorization is made, the Director making the authorization shall try to contact the other board member within 48 hours to notify them that the authorization was made and the circumstances necessitating the emergency;
 - (5) It should be clear to the Directors that such emergencies are rare and the use of this clause will be reviewed closely by the Board;
 - (6) If the Board unanimously decides that a Board Member has made two unnecessary emergency authorizations within a single fiscal year, then the Board shall remove that member's authority to make any future authorizations.

Section 2. Duties.

It shall be the duty of the Board of Directors to:

BK 1097PG3557

- (a) Cause to be kept a complete record of its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at a special meeting when the statement is requested in writing by members giving one-fourth (1/4th) of the votes of the eligible membership;
- (b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) More fully to:
 - (1) Fix the amount of the annual assessment against each lot at least 30 days in advance of each annual assessment period;
 - (2) Send written notice of each assessment to every owner subject thereto at least 30 days in advance of each annual assessment period;
 - (3) File a lien against property for which assessment is not paid within 30 days after due date.
 - (4) Foreclose the lien within 30 days of filing and / or bring an action at law against the owner personally obligated to pay the same.
- (d) Issue or authorize a Board Member to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be charged for the issuance of a certificate. If a certificate states an assessment has been paid, the certificate shall be conclusive evidence of payment;
- (e) Cause the financial statements of the Association to be made available within a reasonable time period upon receipt of assigned, written request from any member in good standing.
- (f) Cause Association-defined areas to be maintained;
- (g) Enforce all Covenants and By-laws of Interurban Homeowners Association Inc.
- (h) Enforce collection of Assessments and any costs related to the collection of delinquent assessments.
- (i) Cause the Covenants and By-laws to be delivered upon the conveyance of a lot or home to the purchaser of said lot or home.

ARTICLE VIII
NON-LIABILITY OF BOARD MEMBERS

To encourage participation of members or other persons as Directors of the Association, limitation of personal liability shall be established to the extent permitted by the Oklahoma General Corporation Act as it now exists or may be later amended, and the limitations of liability shall be deemed to include the following:

- (a) No Board Member shall have personal liability to the Association or its members for monetary damages for breach of fiduciary duty as a Board Member, provided the foregoing shall not limit liability:
 - (1) For any breach of the Board Member's duty of loyalty to the Association or its members;

- (2) For acts or omissions not in good faith or which involve intentional misconduct or a known violation of law; or
 - (3) For any transaction for which the Board Member derived an improper personal benefit.
- (b) No Board Member shall have personal liability for monetary damages resulting from:
- (1) Any negligent act or omission of an employee of the Association; or
 - (2) Any negligent act or omission of another Board Member; or
 - (3) Any negligent act or omission of a member of the Association; or
 - (4) Any negligent act or omission of a Developer or Builder.

**ARTICLE IX
BOARD MEMBERS AND THEIR DUTIES**

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

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

Section 3. Term. The officers of the Association shall be elected annually by the Board and shall each hold office for 1 year unless he / she shall resign sooner, be removed or otherwise disqualified to serve. There are no term limits.

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

Section 5. Resignation and Removal. Any Director may be removed from Office or from the Board 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. A resignation shall take effect of the date of receipt of such notice or at any later time specified therein,, and unless otherwise specified therein, the acceptance of the 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 the vacancy shall serve for the remainder of the term of the Officer he / she replaces.

Section 7. Multiple Offices. The offices of 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 special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the Board Members include as follows:

BK 1097PG3559

- (a) President: Shall preside at meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign written instruments.
- (b) Vice-President: Shall act in place and stead of the President in the event of his / her absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him / her by the Board.
- (c) 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 on all papers requiring the seal; serve notice of meetings; keep appropriate current records showing the members of the Association together with the addresses, and shall perform such other duties as required by the Board.
- (d) Treasurer: Shall receive and deposit in appropriate bank account(s) all monies of the Association, and shall disburse such funds as directed by the Board; shall approve and / or co-sign checks or expenditures of the Association; keep proper books of account; shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular Annual Meeting, and shall deliver a copy to all members.
- (e) Board Member(s): Shall serve as Directors with voting rights and dual control responsibilities. He / she may authorize expenses with / for an Officer.

ARTICLE X
COMMITTEES

The Association shall appoint committees as deemed appropriate.

ARTICLE XI
BOOKS AND RECORDS

The books, records and papers of the Association shall be subject to inspection by any member, during reasonable business hours with reasonable notice. The Covenants, 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 a reasonable cost.

ARTICLE XII
ASSESSMENT AND ENFORCEMENT OF DUES

- (1) As more fully provided in the Covenants, each member is obligated to pay annual dues to the HOA.
- (2) Any assessment not paid when due shall be delinquent.
- (3) If the assessment is not paid within 30 days after the due date the assessment shall incur and \$10.00 monthly late fee and bear interest at the rate of twelve percent (12%) per annum.
- (4) Liens will be filed against properties with delinquent dues.
- (5) The Association may bring action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment.
- (6) No owner may or otherwise escape liability for the assessments provided herein by abandonment of his / her lot.

ARTICLE XIII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Interurban Homeowners Association Inc.

ARTICLE XIV
AMENDMENTS


Section 1. These By-laws may be amended by the Board of Directors or, at a regular or special meeting of the members, by a vote of a majority of a quorum of members in person or by proxy.


Section 2. The case of any conflict between the Certificate of Incorporation and these By-laws, the Certificate will control; and in the case of any conflict between the Declaration and these By-laws, the Declaration shall control.

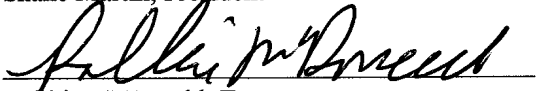
ARTICLE XV
MISCELLANEOUS

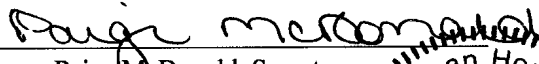
The fiscal year of the Association shall begin on the 1st day of May and end of the 30th day of April every year, except that the first fiscal year shall begin on the date of incorporation.

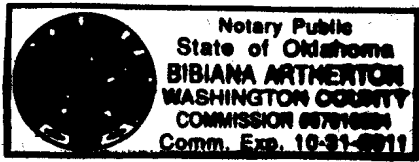
IN WITNESS WHEREOF, we represent the Officers of the Board of Directors of Interurban Homeowners Association Inc. and have hereunto set our hands this 10th day of April, 2011.


Shane Martin, President


Amber Nunn, Vice-President


Robbie McDonald, Treasurer


Paige McDonald, Secretary



ACKNOWLEDGEMENT

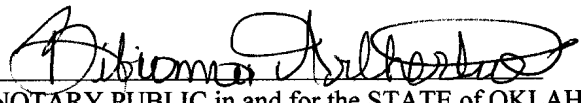


STATE of OKLAHOMA, COUNTY of WASHINGTON, ss:

On this day, personally appeared before me: SHANE MARTIN, AMBER NUNN, ROBBIE McDONALD and PAIGE McDONALD to me known to be the person(s) described in and who executed the within and foregoing instrument, and acknowledged that he / she signed the same as his / her voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed this 10th day of April, 2011:

SEAL


NOTARY PUBLIC in and for the STATE of OKLAHOMA

My commission expires: 10-31-2011.

PO Box 3372
Bartlesville, Ok 74006

BK 1097 PG 3561