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**DECLARATION OF RESTRICTIVE COVENANTS
FOR
RICHARDSON RANCH ADDITION PHASE I**

THIS DECLARATION OF RESTRICTIVE COVENANTS (hereinafter referred to as the "Declaration"), made the 10th day of August, 2012 (the "Effective Date") by and between Jay L. Richardson Limited Partnership, a Kansas limited partnership, (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of approximately 48.73 acres of land situated within Washington County, State of Oklahoma, which is described as shown on the attached Exhibit "A"; and

WHEREAS, Declarant intends that Richardson Ranch Addition Phase I be developed as a single family residential community having uniform building and use restrictions for the purposes of achieving the orderly development thereof.

THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Declarant hereby declares and establishes that Richardson Ranch Addition Phase I shall be held, used, sold and conveyed subject to the following covenants, restrictions, easements and limitations which shall be covenants running with the land and each subsequent owner of a parcel of land comprising any part of Richardson Ranch Addition Phase I (hereinafter referred to as a "Parcel") by acceptance of a deed thereto shall be deemed to have agreed to abide by the provisions hereof:

Section I. Compliance With Planned Unit Development Restrictions

Declarant has heretofore submitted, pursuant to the zoning ordinances of the Bartlesville Metropolitan Area Planning Commission, as a planned unit development, designated as PUD No. PC-10-07-RZ/PUD/SDP and approved by the Board of County Commissioners of Washington County, Oklahoma on August 16, 2010. Richardson Ranch Addition Phase I shall be developed and used in substantial accordance with the restrictions and development standards of PUD No. PC-10-07-RZ/PUD/SDP approved by the Board of County Commissioners of Washington County, Oklahoma or in substantial accordance with such modifications or amendments of the restrictions and development standards of PUD No. PC-10-07-RZ/PUD/SDP as may be subsequently approved by the Board of County Commissioners of Washington County, Oklahoma.

Section II. Architectural Committee - Plan Review

- A. **Plan Review.** No building shall be erected, placed or altered (including exterior painting) on any Parcel until the plans and specifications have been approved in writing by the Declarant or its authorized representatives or successors, which are

hereinafter referred to as the "Architectural Committee". For each building, the required plans and specifications shall be submitted in duplicate and include a site plan, floor plan, exterior elevations, drainage and grading plans, exterior materials and color scheme. In the event the Architectural Committee fails to approve or disapprove plans and specifications submitted to it as herein required within thirty (30) days after submission, the plans so submitted shall be deemed approved. The development and use of the subject Parcel shall thereafter be in substantial compliance with the approved plans or approved amendments thereto. In the event no suit to enjoin the erection of the building or the making of an alteration has been commenced prior to the 60th day following completion thereof, approval of the Architectural Committee shall not be required and this covenant shall be deemed to have been fully complied with.

- B. Committee Purpose. The Architectural Committee's purpose is to promote good design and compatibility within Richardson Ranch Addition Phase I and in its review of plans or determination of any waiver as hereinafter authorized may take into consideration the nature and character of the proposed building or structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. The Architectural Committee shall not be liable for any approval, disapproval or failure to approve hereunder, and its approval of building plans shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage or code violations. The approval or failure to approve building plans shall not be deemed a waiver of any restriction. Nothing herein contained shall be deemed to prevent any Parcel owner within Richardson Ranch Addition Phase I from prosecuting any legal action relating to improvements within Richardson Ranch Addition Phase I which they would otherwise be entitled to prosecute.
- C. Assignment of Architectural and Site Plan Review Powers. Subsequent to the formation of an owners' association whose membership is comprised of the owners of Parcels within Richardson Ranch Addition Phase I (hereinafter referred to as the "Owners' Association", the architectural and site plan review powers of the Declarant shall be deemed assigned to and thereafter exercised by the Board of Directors of the Owners' Association upon Declarant's conveyance to a third party of the last Parcel within Richardson Ranch Addition Phase I owned by the Declarant or upon written assignment by the Declarant, whichever event first occurs.

Section III. Building and Use Restrictions

- A. Use And Density. The use of each Parcel of land comprising Richardson Ranch Addition Phase I as presently existing or as resulting from subsequent conveyance, shall be limited to one detached single family residence and customary accessory uses thereto. No parcel of land shall be further subdivided unless approved by the owners

of the lots in Richardson Ranch Addition Phase I and by the Washington Board of County Commissioners.

- B. Floor Area. All dwellings shall have a minimum of 2400 square feet of habitable living area. The computation of square feet of living area shall exclude garages, open spaces and breeze ways.
- C. Building Materials. The dwelling house and each related improvement or out building shall be constructed of first class materials and be at least 50% brick or stone on each side of the structure and all materials shall be of high quality, long life and low maintenance. The Architectural Committee may in the particular instance and upon written request, may approve a waiver of the restrictions contained in this Paragraph C upon its determination that the proposed materials are of equal or better quality and are compatible with the limitations above set forth.
- D. Building Roof Pitch. The roof of all dwellings and any outbuilding having a floor area exceeding 400 square feet shall have not less than an 8/12 pitch (8 inches of vertical rise per one foot of horizontal run).
- E. Building Setbacks. Buildings shall be setback from each boundary of the Parcel a distance of not less than 50 feet.
- F. On-site Construction. No residence or outbuilding which is constructed off-site shall be moved or placed onto any Parcel and mobile homes are specifically prohibited.
- G. Outbuildings. Outbuildings shall be of materials compatible with the exterior finish of the dwelling, including the limitations set forth in Paragraph C above with the exception that metal out buildings are allowed.
- H. Materials and Storage. No Parcel shall be used for the storage of materials for a period of greater than thirty (30) days prior to the start of construction and the construction shall be completed within twelve (12) months thereafter. Each Parcel shall be maintained in a neat and orderly condition.
- I. Antennas. Exterior television, "CB" Radio or other type antenna including satellite dishes shall be prohibited, except satellite dishes not exceeding 24" in diameter.
- J. Recreational Vehicles. Boats, trailers, campers and other recreational vehicular equipment must be stored in a structure and shall not be used as permanent residences and shall be limited to temporary and occasional occupancy.
- K. Clotheslines. Exposed clothesline poles or other outside clothing drying apparatus are prohibited.

- L. Trash and Burning. Trash receptacles shall be screened from public view and no trash burning apparatus or structure shall be placed on any Parcel. The outside burning of trash, leaves, tree limbs and other materials is prohibited unless approved by the fire marshal.
- M. Animals. Up to two dogs and two cats shall be permitted, along with other types of indoor animals normally maintained in residential subdivisions. Any other animals are prohibited.
- N. Fencing. Fencing shall be construction of native materials of wood, log, stone or rock and shall be limited to privacy fencing not exceeding 6 feet in height above ground level and shall be set back from the boundaries of the Parcel a distance of not less the 50 feet. Metal fencing, wire fencing, including but not limited to hog wire and chicken wire and chain link fencing are allowed if approved by the Architectural Committee.
- O. Signage. No sign of any kind shall be displayed to the public view on any Parcel except one sign of not more than 9 square feet advertising the property for sale or except for signs used to advertise lots in Richardson Ranch Addition Phase I for sale to the public.
- P. Parcel Maintenance. Any inoperative or operative vehicle or machinery must be stored within an enclosed structure and each Parcel shall be maintained in a neat and orderly condition free of rubbish, trash and other debris and shall be cut, trimmed or mowed to prevent growth of weeds or tall grass.
- Q. Commercial or Offensive Activity. No business, trade or commercial use of any kind or any offensive activity shall be carried out upon any Parcel nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood comprising Richardson Ranch Addition Phase I.
- R. Utility Lines. All utility lines on or serving the property shall be placed underground, including telephone, gas, electricity, water, sewer, septic tank or television cable. All transformers shall be placed on or below the surface of the property. Provided however, the Architectural Committee may waive any such requirement when appropriate.
- S. Hunting and Firearms. No hunting or use of firearms shall be allowed on the property except for personal protection.
- T. Easements to Ponds. Declarant will grant to the owner of any land within Richardson Ranch Addition Phase I a 10 foot access easement to Lake Garland and a 10 foot easement around Lake Garland for the use and enjoyment including fishing, of any of the owners of land within Richardson Ranch Addition Phase I. The location of the

access easement shall be determined by Declarant and shall be recorded in the Office of the County Clerk.

- U. Use of Ponds. The Declarant reserves the authority to authorize improvements on the access easements to Lake Garland and for any improvements located on the 10 foot easement around Lake Garland. Provided however, any dock shall be no larger than four feet by six feet. Provided further, no powered motors for any boat shall be allowed on Lake Garland. Any fishing on Lake Garland is on the basis of catch and release. No live bait except worms are permitted.
- V. Fuel Tanks. Any fuel tanks, either above or below ground are allowed unless approved in writing by the owners of the majority of the lots located within Richardson Ranch Addition Phase I.

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

- A. Enforcement. The restrictions herein set forth are covenants to run with the land and shall be binding upon the Declarant, its successors and assigns and shall inure to the benefit of and shall be enforceable by the owners of the Parcels. If the undersigned Declarant, or its successors or assigns, shall violate any of the covenants or restrictions above set forth, it shall be lawful for any person or persons owning any Parcel to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenants, to prevent him or them from so doing or to compel compliance with the covenant and/or to recover damages. Prior to the commencement of any action pertaining to these restrictions, the person intending to commence the action shall give the record owner of the property on which the violation is occurring, or has occurred, written notice of the violation. In the event reasonable efforts to cure the violation are commenced within thirty (30) days from receipt of notice, no judicial action shall be commenced to enforce the restrictions so long as the efforts to cure the violation diligently proceed to completion. In any judicial action brought to enforce the covenants or restrictions, the defense that the party initiating the equitable proceeding has an adequate remedy at law, is hereby waived. In any judicial action brought by any Parcel owner, which action seeks to enforce the covenants or restrictions, and/or to recover damages for the breach thereof, the prevailing party shall be entitled to receive his or its reasonable attorney fees and costs and expenses incurred in such action.
- B. Duration. These covenants and restrictions set forth within this Declaration, to the extent permitted by applicable law, shall be perpetual but in any event shall be in force and effect for a term of not less than thirty (30) years from the date of the recording of this Declaration, unless terminated or amended as hereinafter provided.
- C. Amendment. The covenants and restrictions within this Declaration may be amended at any time by a written instrument signed and acknowledged by the owners of the

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majority of the lots within Richardson Ranch Addition Phase I. The provision of any instrument amending the covenants and restrictions shall be effective from and after the date it is properly recorded.

- D. Severability. Invalidation of any restriction set forth herein, or any part thereof, by an order, judgment, or decree of any Court, or otherwise, shall not invalidate or affect any of the other restrictions of any part thereof as set forth herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Declaration to be effective the day and year first above written.

“DECLARANT”

Jay L. Richardson Limited Partnership,
a Kansas limited partnership

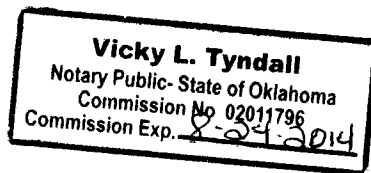
By: Jay L. Richardson Revocable Trust
as General Partner

By: Jay L. Richardson Trustee
Jay L. Richardson, Trustee

STATE OF OKLAHOMA)
) ss.
WASHINGTON COUNTY)

The foregoing instrument was acknowledged before me this 10th day of August, 2012, by Jay L. Richardson as Trustee of the Jay L. Richardson Revocable Trust, as General Partner of Jay L. Richardson Limited Partnership.

(SEAL)



Vicky L. Tyndall
Notary Public

-2013-003647 04/30/2013 11:04 am
Book 1118 Page(s) 3312-3318
Fee: \$ 25.00 Doc: \$ 0.00
Marjorie Parrish - Washington County
State of Oklahoma

B. Deal



EXHIBIT "A"

A PART OF THE SOUTH HALF (S/2) OF SECTION 21, TOWNSHIP 25 NORTH, RANGE 13 EAST OF THE INDIAN MERIDIAN, WASHINGTON COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 21; THENCE N88°47'27"E ALONG THE SOUTH LINE OF THE SW/4 OF SAID SECTION 21 A DISTANCE OF 531.37 FEET; THENCE LEAVING SAID SOUTH LINE, N01°12'33"W A DISTANCE OF 16.50 FEET TO THE NORTH LINE OF THE 16.50 FEET STATUTORY SECTION LINE RIGHT-OF-WAY AND THE TRUE POINT OF BEGINNING; THENCE N13°59'01"W A DISTANCE OF 174.45 FEET; THENCE N04°56'13"W A DISTANCE OF 44.53 FEET; THENCE N17°25'16"E A DISTANCE OF 19.21 FEET; THENCE N80°03'26"E A DISTANCE OF 196.65 FEET; THENCE N61°38'53"E A DISTANCE OF 368.55 FEET; THENCE N62°52'41"E A DISTANCE OF 83.88 FEET; THENCE N28°06'08"E A DISTANCE OF 95.33 FEET; THENCE N33°38'11"E A DISTANCE OF 100.14 FEET; THENCE N41°29'57"E A DISTANCE OF 113.71 FEET; THENCE N22°19'00"E A DISTANCE OF 125.29 FEET; THENCE N02°52'35"E A DISTANCE OF 60.89 FEET; THENCE N53°12'44"W A DISTANCE OF 64.67 FEET; THENCE N01°19'25"E A DISTANCE OF 41.37 FEET; THENCE N53°27'42"E A DISTANCE OF 109.34 FEET; THENCE N28°51'32"E A DISTANCE OF 185.89 FEET; THENCE S82°42'36"E A DISTANCE OF 179.62 FEET; THENCE N07°17'24"E A DISTANCE OF 227.70 FEET; THENCE S82°42'36"E A DISTANCE OF 495.69 FEET; THENCE S07°17'24"W A DISTANCE OF 227.70 FEET; THENCE S82°42'36"E A DISTANCE OF 216.03 FEET; THENCE S11°38'19"E A DISTANCE OF 273.12 FEET; THENCE S55°25'17"E A DISTANCE OF 310.61 FEET; THENCE S68°15'53"E A DISTANCE OF 132.99 FEET; THENCE S60°16'37"E A DISTANCE OF 183.95 FEET; THENCE S70°17'25"E A DISTANCE OF 151.09 FEET; THENCE N88°47'15"E A DISTANCE OF 237.79 FEET; THENCE S22°15'29"W A DISTANCE OF 135.62 FEET; THENCE S18°34'58"E A DISTANCE OF 97.50 FEET; THENCE S23°10'15"W A DISTANCE OF 216.63 FEET TO A POINT ON THE NORTH LINE OF THE 16.50 FEET STATUTORY SECTION LINE RIGHT-OF-WAY; THENCE S88°47'14"W ALONG SAID 16.50 FEET STATUTORY SECTION LINE RIGHT-OF-WAY A DISTANCE OF 543.32 FEET TO A POINT WHICH IS 16.50 FEET NORTH OF THE SOUTHEAST CORNER OF THE SW/4 OF SAID SECTION 21; THENCE CONTINUING ALONG THE NORTH LINE OF SAID 16.50 FEET STATUTORY SECTION LINE RIGHT-OF-WAY, S88°47'27"W A DISTANCE OF 2115.54 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 48.73 ACRES, MORE OR LESS.

1900 Drury Lane
Mission Hills, KS 66208

BK 1118 PG 3318

**DECLARATION OF
ASSOCIATION COVENANTS AND RESTRICTIONS
RICHARDSON RANCH ADDITION PHASE I**

THIS DECLARATION OF ASSOCIATION COVENANTS AND RESTRICTIONS (hereinafter referred to as the "Declaration") is made this 10th day of August, 2012, by Jay L. Richardson Limited Partnership, a Kansas limited partnership (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of approximately 48.73 acres of land which has been platted as the Richardson Ranch Addition Phase I and which covers the land shown on the attached Exhibit "A"; and

WHEREAS, Declarant intends that Richardson Ranch Addition Phase I be developed as a single family residential community; and

WHEREAS, an association of the future owners of lots or parcels within Richardson Ranch Addition Phase I has been or will be formed and incorporated as "Richardson Ranch Addition Phase I Homeowners Association Inc.", and a Declaration should be recorded setting forth the particulars of the association, including membership, maintenance of common area and assessment;

THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Declarant hereby declares and establishes that Richardson Ranch Addition Phase I shall be held, used, sold and conveyed subject to the following covenants, restrictions, easements and limitations which shall be covenants running with the land, shall be binding on all persons having any right, title or interest in property comprising a "Parcel" within Richardson Ranch Addition Phase I as hereinafter defined and referred to as a "Parcel" and each subsequent owner of a Parcel by acceptance of a deed thereto shall be deemed to have agreed to abide by the provisions hereof.

**ARTICLE I
DEFINITIONS**

Section 1. Association. "Association" shall mean Richardson Ranch Addition Phase I Homeowners' Association, Inc., its successors and assigns.

Section 2. Parcel. "Parcel" shall mean any platted lot located within Richardson Ranch Addition Phase I which is restricted to single family residential use.

Section 3. Owner. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Parcel, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

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Fee: \$ 27.00 Doc: \$ 0.00
Marjorie Parrish - Washington County
State of Oklahoma



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Section 4. Common Area. "Common Area" shall mean all real property (including the improvements thereon) and all other property owned or maintained by the Association for the common use and enjoyment of the Owners, and shall include but shall not be limited to Lake Garland, the private roads contained in said Addition and any other easements now or hereafter conveyed to, or reserved for conveyance to the Association.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Except as otherwise set forth above, each Owner shall have a right and easement of use and enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to each Parcel, subject to:

- (a) The right of the Association to charge reasonable fees for the use or enjoyment of any facility situated upon the Common Area;
- (b) The right of the Association to adopt reasonable rules and regulations for the use of the Common Area;
- (c) The right of the Association to suspend the Owner's right to use of the facilities for any period during which any assessment against the Owner's Parcel remains unpaid;
- (d) The right of the Association to suspend the Owner's right to use of the facilities for the Owner's infraction of the Association's published rules and regulations;
- (e) The right of the Association to dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be determined by the Association, provided however, the dedication, sale or transfer of all or any part of the Common Area shall require the assent of 2/3 of the parcel owners within Richardson Ranch Addition Phase I.

Section 2. Delegation of Use and Enjoyment. The Owner of a Parcel may delegate the Owner's right of use and enjoyment of the Common Area to the members of the Owner's family, tenants or contract purchasers who reside on the Parcel.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Parcel which is subject to assessment shall be a member of the Association. Membership shall be mandatory and appurtenant to and may not be separated from ownership of any Parcel which is subject to assessment. The Owner of a Parcel by acceptance of the deed thereto acknowledges that the management, maintenance, and ownership of the Common Area is the right and obligation of the Association and the Declarant's right and

obligations pertaining thereto are the same as any other Parcel owner unless specifically modified herein.

Section 2. Voting Rights. The Association shall have one class of voting membership which shall authorize the owner or owners of each lot within Richardson Ranch Addition Phase I to have one vote with the exception that for so long as the Declarant owns a lot within Richardson Ranch Addition Phase I, the Declarant shall have four votes for each lot owned.

Section 3 Voting Suspension. The Association shall have the right to adopt, within the Bylaws, provisions for suspension of an Owner's voting rights for any period during which an assessment against the Owner's Parcel remains unpaid.

ARTICLE IV ASSESSMENTS

Section 1. Assessment, Covenant and Lien. The Declarant, for each Parcel owned hereby covenants, and each Owner of a Parcel by acceptance of a deed therefore, whether or not it shall be so expressed in the deed, is deemed to covenant and agree to pay to the Association:

- (a) Annual maintenance assessments
- (b) Special assessments for capital improvements

The above assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the Parcel against which the assessment is made. Each assessment, together with interest, costs, and reasonable attorney fees, shall also be the personal obligation of the person who was the Owner of the Parcel at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners of the Parcels; for the improvement and maintenance of the Common Area and the facilities thereon situated; for acquisition and maintenance of appropriate policies of insurance for Association properties and/or Association officers and directors; and for the exercise of any other right, or performance of any other obligation, of the Association.

Section 3. Maximum Annual Assessment. The maximum annual assessment shall be One Hundred Fifty Dollars (\$150.00) per Parcel, provided however, the Board of Directors may increase each year, subsequent to the initial assessment year, the maximum assessment by the percentage increase, if any, of the Consumer Price Index occurring over the twelve (12) months ending sixty (60) days prior to the current assessment period, or ten percent (10%), whichever is greater. "Consumer Price Index" shall mean the index published by the U.S. Department of Labor for the area

including Bartlesville, Oklahoma. Increases in the maximum annual assessment greater than those above provided for shall require the assent of seventy percent (70%) of the eligible votes of the members who are voting in person or by proxy at a meeting duly called for this purpose. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual maintenance assessments set forth within Section 3 above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided however, any such assessment shall require the assent of 2/3 of the eligible votes at a meeting duly called for this purpose.

Section 5. Notice and Quorum. Written notice of any meeting for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 20 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast thirty percent (30%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. In the event the required assent is not achieved at the meeting, members not present may within 30 days thereafter give assent by delivery of written assent to the Secretary of the Association, and such assents shall be deemed votes cast at the meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for each Parcel.

Section 7. Commencement of Annual Assessments. The annual assessment for each Parcel shall commence on January 1, 2013. Notwithstanding the foregoing provision, the Declarant, may defer the initial commencement of assessments by establishing a deferred commencement date and assuming the obligation and cost of maintenance of the Common Area until the deferred date of commencement of assessments.

Section 8. Establishment of the Amount of Assessment. The Board of Directors of the Association shall fix the amount of the first annual assessment at least 30 days prior to the commencement date, or at least 30 days prior to the expiration of a deferred commencement period, and shall fix the amount of subsequent assessments against each Parcel at least 30 days in advance of each annual assessment period. The due dates for payment of the annual assessments shall be established by the Board of Directors, and the Board of Directors may provide for the payment of the annual assessments on a monthly basis, semi-annual basis, or annual basis. Written notice of the annual assessment and the due dates for payment shall be sent to each Owner. The omission or failure of the Board of Directors to timely fix the annual assessment or to give notice thereof shall

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not be deemed a waiver or release of any Owner from the obligation to pay the assessment when fixed, and notice thereof given.

Section 9. Certificate of Assessment. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Parcel have been paid. A properly executed certificate of the Association as to the status of assessments on a Parcel is binding upon the Association as of the date of its issuance.

Section 10. Nonpayment Remedies. An assessment which is not paid when due shall be delinquent and shall constitute a lien on the Parcel against which the assessment is made. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at a rate of interest per annum as set by the Board of Directors from time to time, but not to exceed the maximum rate of interest allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose its lien against the property, or both, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of the assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, or abandonment of his Parcel.

Section 11. Subordination of the Lien. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Parcel shall not affect the assessment lien; provided, however, the sale or transfer of any Parcel pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve the Parcel from the lien for assessments thereafter becoming due.

ARTICLE V COMMON AREA IMPROVEMENTS AND EASEMENT

Section 1. Common Area Improvements. The Declarant pursuant to the development of Richardson Ranch Addition Phase I, may make customary and reasonable improvements to the Common Area but specifically disclaims any obligation to make particular or specified improvements. Each owner of a Parcel by acceptance of a deed thereto, whether or not it shall be so expressed in the deed shall be deemed to accept such improvements to the Common Area as existing as of the date of acceptance of the deed.

Section 2. Common Area Easement. The Declarant herein reserves during the period of development of Richardson Ranch Addition Phase I the right and easement to enter upon the Common Area and, at Declarant's cost, to construct, repair, and maintain improvements.

ARTICLE VI
GENERAL PROVISIONS

Section 1. Conflicting Provisions. To the extent that this Declaration is in conflict with any provisions of any other document, the provisions of this Declaration shall control.

Section 2. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all easements, restrictions, and covenants now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter. In any judicial action to enforce the covenants or restrictions established by the Declaration or amendments thereto, or to recover damages for the breach thereof, the prevailing party shall be entitled to receive his or its reasonable attorney fees and costs and expenses incurred in such action.

Section 3. Severability. Invalidation of any one of the provisions of this Declaration by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 4. Term and Amendment. The restrictions and covenants of this Declaration shall run with and bind the land and to the extent permitted by applicable law, shall be perpetual, but in any event shall be in force and effect for a term of not less than thirty (30) years from the date this Declaration is recorded, unless terminated or amended as hereinafter provided. This Declaration may be amended at any time and from time to time, by a written instrument signed and acknowledged by a two-thirds voting majority of the owners of the lots within Richardson Ranch Addition Phase I. An instrument amending this Declaration shall be recorded in the real estate records of the Office of the County Clerk of Washington County, Oklahoma, and shall be effective from and after the date of recording.

IN WITNESS WHEREOF, the Declarant has executed this instrument to be effective the date first above written.

"Declarant"

Jay L. Richardson Limited Partnership,
a Kansas limited partnership

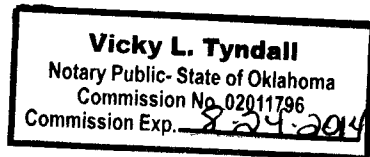
By: Jay L. Richardson Revocable Trust
as General Partner

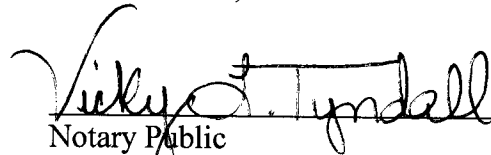
By: Jay L. Richardson Trustee
Jay L. Richardson, Trustee

STATE OF OKLAHOMA)
) ss.
WASHINGTON COUNTY)

This instrument was acknowledged before me this 10th day of August, 2012, by Jay L. Richardson as Trustee of the Jay L. Richardson Revocable Trust, as General Partner of Jay L. Richardson Limited Partnership.

(SEAL)





Notary Public

BK118PG3325

EXHIBIT "A"

A PART OF THE SOUTH HALF (S/2) OF SECTION 21, TOWNSHIP 25 NORTH, RANGE 13 EAST OF THE INDIAN MERIDIAN, WASHINGTON COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 21; THENCE N88°47'27"E ALONG THE SOUTH LINE OF THE SW/4 OF SAID SECTION 21 A DISTANCE OF 531.37 FEET; THENCE LEAVING SAID SOUTH LINE, N01°12'33"W A DISTANCE OF 16.50 FEET TO THE NORTH LINE OF THE 16.50 FEET STATUTORY SECTION LINE RIGHT-OF-WAY AND THE TRUE POINT OF BEGINNING; THENCE N13°59'01"W A DISTANCE OF 174.45 FEET; THENCE N04°56'13"W A DISTANCE OF 44.53 FEET; THENCE N17°25'16"E A DISTANCE OF 19.21 FEET; THENCE N80°03'26"E A DISTANCE OF 196.65 FEET; THENCE N61°38'53"E A DISTANCE OF 368.55 FEET; THENCE N62°52'41"E A DISTANCE OF 83.88 FEET; THENCE N28°06'08"E A DISTANCE OF 95.33 FEET; THENCE N33°38'11"E A DISTANCE OF 100.14 FEET; THENCE N41°29'57"E A DISTANCE OF 113.71 FEET; THENCE N22°19'00"E A DISTANCE OF 125.29 FEET; THENCE N02°52'35"E A DISTANCE OF 60.89 FEET; THENCE N53°12'44"W A DISTANCE OF 64.67 FEET; THENCE N01°19'25"E A DISTANCE OF 41.37 FEET; THENCE N53°27'42"E A DISTANCE OF 109.34 FEET; THENCE N28°51'32"E A DISTANCE OF 185.89 FEET; THENCE S82°42'36"E A DISTANCE OF 179.62 FEET; THENCE N07°17'24"E A DISTANCE OF 227.70 FEET; THENCE S82°42'36"E A DISTANCE OF 495.69 FEET; THENCE S07°17'24"W A DISTANCE OF 227.70 FEET; THENCE S82°42'36"E A DISTANCE OF 216.03 FEET; THENCE S11°38'19"E A DISTANCE OF 273.12 FEET; THENCE S55°25'17"E A DISTANCE OF 310.61 FEET; THENCE S68°15'53"E A DISTANCE OF 132.99 FEET; THENCE S60°16'37"E A DISTANCE OF 183.95 FEET; THENCE S70°17'25"E A DISTANCE OF 151.09 FEET; THENCE N88°47'15"E A DISTANCE OF 237.79 FEET; THENCE S22°15'29"W A DISTANCE OF 135.62 FEET; THENCE S18°34'58"E A DISTANCE OF 97.50 FEET; THENCE S23°10'15"W A DISTANCE OF 216.63 FEET TO A POINT ON THE NORTH LINE OF THE 16.50 FEET STATUTORY SECTION LINE RIGHT-OF-WAY; THENCE S88°47'14"W ALONG SAID 16.50 FEET STATUTORY SECTION LINE RIGHT-OF-WAY A DISTANCE OF 543.32 FEET TO A POINT WHICH IS 16.50 FEET NORTH OF THE SOUTHEAST CORNER OF THE SW/4 OF SAID SECTION 21; THENCE CONTINUING ALONG THE NORTH LINE OF SAID 16.50 FEET STATUTORY SECTION LINE RIGHT-OF-WAY, S88°47'27"W A DISTANCE OF 2115.54 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 48.73 ACRES, MORE OR LESS.

1900 Drury Lane
Mission Hills, KS 66208

BK 1118PG3326

**FIRST AMENDED AND RESTATED
DECLARATION OF RESTRICTIVE COVENANTS
FOR
RICHARDSON RANCH ADDITION PHASE I**

WHEREAS, on August 10th, 2012, Jay L. Richardson, LP, as the sole owner of the property shown on the attached "Exhibit A" executed a document entitled "Declaration of Restrictive Covenants for Richardson Ranch Addition Phase 1", hereinafter referred to as "Restrictive Covenants"; and

WHEREAS, said Restrictive Covenants were filed in the Office of the County Clerk of Washington County, Oklahoma on April 30, 2013 and recorded in Book 1118, Page 3312; and

WHEREAS, said Restrictive Covenants provide that they may be amended by the owner of the majority of the lots in Richardson Ranch Addition Phase 1 and the undersigned is the owner of all of said lots and desires to amend and restate said Restrictive Covenants in full.

NOW THEREFORE the undersigned hereby amends and restates the Restrictive Covenants to provide as follows:

THIS DECLARATION OF RESTRICTIVE COVENANTS (hereinafter referred to as the "Declaration"), made the 22nd day of October, 2013 (the "Effective Date") by and between Jay L. Richardson Limited Partnership, a Kansas limited partnership, (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of approximately 48.73 acres of land situated within Washington County, State of Oklahoma, which is described as shown on the attached Exhibit "A"; and

WHEREAS, Declarant intends that Richardson Ranch Addition Phase I be developed as a single family residential community having uniform building and use restrictions for the purposes of achieving the orderly development thereof.

THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Declarant hereby declares and establishes that Richardson Ranch Addition Phase I shall be held, used, sold and conveyed subject to the following covenants, restrictions, easements and limitations which shall be covenants running with the land and each subsequent owner of a parcel of land comprising any part of Richardson Ranch Addition Phase I (hereinafter referred to as a "Parcel") by acceptance of a deed thereto shall be deemed to have agreed to abide by the provisions hereof:

Section I. Compliance With Planned Unit Development Restriction

Declarant has heretofore submitted, pursuant to the zoning ordinances of the Bartlesville, Metropolitan Area Planning Commission, as a planned unit development, designated as PUD No. PC-10-07-RZ/PUD/SDP and approved by the Board of County Commissioners

of Washington County, Oklahoma on August 16, 2010. Richardson Ranch Addition Phase I shall be developed and used in substantial accordance with the restrictions and development standards of PUD No. PC-10-07-RZ/PUD/SDP approved by the Board of County Commissioners of Washington County, Oklahoma or in substantial accordance with such modifications or amendments of the restrictions and development standards of PUD No. PC-10-07-RZ/PUD/SDP as may be subsequently approved by the Board of County Commissioners of Washington County, Oklahoma.

Section II. Architectural Committee – Plan Review

- A. Plan Review. No building shall be erected or altered, now or in the future, (including exterior painting) on any lot until the plans and specifications have been approved in writing by the Architectural Committee. For each building, the required plans and specifications shall be submitted in duplicate and include a site plan, floor plan and exterior elevations. In the event the Architectural Committee fails to approve or disapprove plans and specifications submitted to it as herein required within thirty (30) days after submission, the plans so submitted shall be deemed approved.
- B. Committee Purpose. The Architectural Committee's purpose is to promote good design and compatibility within Richardson Ranch Addition Phase I and in its review or plans or determination of any waiver as hereinafter authorized may take into consideration the nature and character of the proposed building or structure, the materials of which is to be built, the availability of alternative materials, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. The Architectural Committee shall not be liable for any approval, disapproval or failure to approve hereunder, and its approval of building plans shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage or code violations. The approval or failure to approve building plans shall not be deemed a waiver of any restrictions. Nothing herein contained shall be deemed to prevent any Parcel owner within Richardson Ranch Addition Phase I from prosecuting any legal action relating to improvements within Richardson Ranch Addition Phase I which they would otherwise be entitled to prosecute.
- C. Architectural Committee Established. The Architectural Committee shall be selected by the Board of Directors of the Richardson Ranch Addition Phase I Homeowners Association, Inc. The owner or owners of each lot shall have one vote on electing the Board of Directors of the Homeowners Association. All members of the Architectural Review Committee must be owners of a lot in Richardson Ranch Addition Phase I.

Section III. Building and Use Restrictions

- A. Use and Density. The use of each Parcel of land comprising Richardson Ranch Addition Phase I as presently existing or as resulting from subsequent conveyance, shall be limited to one detached single family residence and customary accessory uses thereto. No parcel of land shall be further subdivided unless approved by the owners of the lots in Richardson Ranch Addition Phase I and by the Washington Board of County Commissioners.

- B. Floor Area. All dwellings shall have a minimum of 2400 square feet of habitable living area. The computation of square feet of living area shall exclude garages, open spaces and breezeways.
- C. Building Materials. The dwelling house and each related improvement or out building shall be constructed of first class materials and be at least 50% brick or stone or stucco (not fake stucco) on each side of the structure. The remaining 50% shall be of brick or brick veneer, stone or stone veneer, or stucco or wood siding. No fake stucco or vinyl siding is allowed. The Architectural Committee in a particular instance and upon written request, may approve a waiver of the restrictions contained in this paragraph C upon its determination that the proposed materials are of equal or better quality and are compatible with the limitations above set forth. All buildings must be built to current building codes.

No above ground swimming pools allowed. Basketball goals, swing sets, soccer goals, or other playground equipment are not allowed in the front or side yards.

All metal dormers or other roof elements shall be fabricated of copper or painted galvanized metal matching the shingle color. All other exposed galvanized roofing material, vent pipes, and PVC plumbing vent pipes shall be painted to match shingle color.

Each residence shall have a minimum of an attached 2 car garage. Driveways shall be of concrete or asphalt and shall not exceed the width of the garage.

All garages shall have overhead garage doors for access and closure. These may be constructed of wood, vinyl, or steel constructions with no window elements included. Garages shall be enclosed and carports are excluded. Garages may not be converted to living areas.

Mailboxes shall be constructed of same materials as dwelling and shall be of a uniform shape, size, and design, in order that the area be uniform in appearance.

Any exposed foundation, stem wall, or retaining wall shall be covered with brick, stone, or stucco. No railroad ties or exposed concrete are permitted. Retaining walls shall not be constructed on any lot until a site plan has been approved by the Architectural Committee. Site plan must show the residence, drainage concept, and the proposed location of retaining walls.

All final grade lots shall be sodded and the front of each residence landscaped within seasonal time frame of completion of home. At least 75% of the foundation of the front of each residence should be landscaped.

Seasonal and holiday exterior decorations may be used in timely and seasonally displays. Other types of ornamental landscape design items (such as flagpoles, statuary, fountains, or ornamental lighting, etc.) must be pre-approved by the Architectural Review Committee.

- D. Building Roof Pitch. The roof of all dwellings and any outbuilding shall have not less than an 8/12 pitch (8 inches of vertical rise per one foot of horizontal run). Roof materials shall be wood, slate, tile, polymer or heavy composition. Composition roof materials shall be asphalt or fiberglass material with a weight of #300.
- E. Building Setbacks. Building shall be setback from each boundary of the Parcel a distance of not less than 25 feet.
- F. On-site Construction. No residence or outbuilding, which is constructed off-site, shall be moved or placed onto any Parcel and mobile homes are specifically prohibited.
- G. Outbuildings. Outbuildings shall be of materials compatible with the exterior finish of the dwelling, including the limitations set forth in paragraph C. No metal buildings are allowed unless approved by the Architectural Review Committee.
- H. Materials and Storage. No Parcel shall be used for the storage of materials for a period of greater than thirty (30) days prior to the start of construction and the construction shall be completed within a timely manner. Each Parcel shall be maintained in a neat and orderly condition.
- I. Antennas. Exterior television, "CB" Radio or other type antenna including satellite dishes shall be prohibited, except satellite dishes not exceeding 24" in diameter.
- J. Recreational Vehicles. Boats, trailers, campers and other recreational vehicular equipment must be stored in a structure and shall not be used as a permanent residence and shall be limited to temporary or occasional occupancy. However, any boat used upon lake Garland may be left on or near the water.
- K. Clotheslines. Exposed clothesline poles or other outside clothing drying apparatus are prohibited.
- L. Trash and Burning. Trash receptacles shall be screened from public view and no trash burning apparatus or structure shall be placed on any parcel. The outside burning of trash, leaves, tree limbs and other materials is prohibited unless approved by the fire marshal.
- M. Animals. Up to two dogs and two cats shall be permitted, along with other types of indoor animals normally maintained in residential subdivisions. Any other animals are prohibited.
- N. Fencing. 1. Boundary Fencing shall be constructed of wood, log, stone, rock, brick or metal fencing such as wrought iron or appearing like wrought iron, chain link that is black and coated, or vinyl may be placed on or near the boundary of the plat. However, any fencing of the boundary close to the Lake Garland should not exceed 4 ft from the ground level and set back 10 foot from the boundary near the lake and cannot block the view of other properties from the view of the lake. 2. Privacy fencing is defined as fencing for personal areas near the house and may not be placed in the front or side yards and it is not to exceed 6 ft in height above the ground level. Privacy fencing materials may be of wood, metal, or vinyl. Any open privacy fencing must be screened with landscaping from public view.
- O. Signage. No sign of any kind shall be displayed to the public view on any Parcel except one sign of not more than 9 square feet advertising the property for sale or except for signs used to advertise lots in Richardson Ranch Addition Phase I for sale to the public.
- P. Parcel Maintenance. Any inoperative or operative vehicle or machinery must be stored within an enclosed structure and each parcel shall be maintained in a neat and orderly condition free of rubbish, trash, and other debris and shall be cut, trimmed or

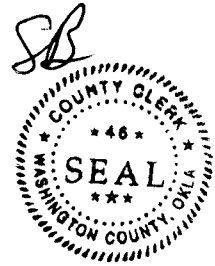
- mowed to prevent growth of weeds or tall grass. Operative or Non-Operative vehicles will not stay outside for more than 1 consecutive week.
- Q. Commercial or Offensive Activity. No business, trade or commercial use of any kind or any offensive activity shall be carried out upon any Parcel nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood comprising Richardson Ranch Addition Phase I.
- R. Utility Lines. All utility lines on or serving the property shall be placed underground, including telephone, gas, electricity, water, sewer, septic tank or television cable. All transformers shall be placed on or below the surface of the property. Provided however, the architectural Committee may waive any such requirement when appropriate.
- S. Hunting and Firearms. No hunting or use of firearms shall be allowed on the property except for personal protection.
- T. Easements to Ponds. Declarant will grant to the owner of any land within Richardson Ranch Addition Phase I two different easements to the Lake Garland.
1. A 10-foot access easement, the location of which is to be determined later by Declarant and recorded in the office of the county clerk. This is not on any plat of Richardson Ranch Phase I Addition and yet will give access to the lake.
 2. A 10-foot easement around Lake Garland for the use and enjoyment, including fishing, of any of the owners of land within the Richardson Ranch Addition Phase I.
- U. Use of Ponds. The Declarant reserves the authority to authorize improvements on the access easements to Lake Garland and for any improvements located on the 10-foot easement around Lake Garland. Provided however, any dock shall be no larger than ten (10) feet by twelve (12) feet and such docks will be considered private property. Provided further that no gasoline or diesel powered motors for any boat shall be allowed on Lake Garland. Only battery powered motors are allowed. Any fishing on lake Garland is on the basis of catch and release. No live bait except worms is permitted.
- V. Fuel Tanks. No fuel tanks allowed.

Section IV. Enforcement, duration, Amendment and Severability

- A. Enforcement. The restrictions herein set forth are covenants to run with the land and shall be binding upon the Declarant, its successors, assigns and future lot owners and shall inure to the benefit of and shall be enforceable by the owners of the Parcels. If the undersigned Declarant, or its successors or assigns and future lot owners, shall violate any of the covenants or restrictions above set forth, it shall be lawful for any person or persons owning any Parcel to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenants, to prevent him or them from so doing or to compel compliance with the covenant and/or to recover damages. Prior to the commencement of any action pertaining to these restrictions, the person intending to commence the action shall give the record owner of the property on which the violation is occurring, or has occurred, written notice of the violation. In the event reasonable efforts to cure the violation are commenced within thirty (30) days from receipt of notice, no judicial action shall be commenced to enforce the restrictions so long as the efforts to cure the violation diligently

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**SECOND AMENDED AND RESTATED
DECLARATION OF RESTRICTIVE COVENANTS
FOR
RICHARDSON RANCH ADDITION PHASE I**

WHEREAS, on August 10th, 2012, Jay L. Richardson, LP, as the sole owner of the property shown on the attached "Exhibit A" executed a document entitled "Declaration of Restrictive Covenants for Richardson Ranch Addition Phase 1", hereinafter referred to as "Restrictive Covenants"; and

WHEREAS, on October 31, 2013, Jay L. Richardson, LP, as the sole owner of the property shown on the attached "Exhibit A" executed a document entitled First Amended and Restated Declaration of Restrictive Covenants for Richardson Ranch Addition Phase I, hereinafter referred to as "Restrictive Covenants"; and

WHEREAS, said original Restrictive Covenants were filed in the Office of the County Clerk of Washington County, Oklahoma on April 30, 2013 and recorded in Book 1118, Page 3312 and the First Amended and Restated Declaration of Restrictive Covenants for Richardson Ranch Addition Phase I was filed in the Office of the County Clerk of Washington County, Oklahoma on October 31, 2013 and recorded in Book 1124, Page 887; and

WHEREAS, said Restrictive Covenants provide that they may be amended by the owner of the majority of the lots in Richardson Ranch Addition Phase 1 and the undersigned are the owners of all of said lots and desires to amend and restate said Restrictive Covenants in full.

NOW THEREFORE the undersigned hereby amend and restate the Restrictive Covenants to provide as follows:

THIS DECLARATION OF RESTRICTIVE COVENANTS (hereinafter referred to as the "Declaration"), made this 16th day of April, 2015 (the "Effective Date") by and between Jay L. Richardson Limited Partnership, a Kansas limited partnership; Diamond K Enterprises, LLC; and Kirk A. Greer and Katherine K. Greer, husband and wife, (hereinafter referred to as "Declarants").

WITNESSETH:

WHEREAS, Declarants are the owners of various portions of approximately 48.73 acres of land situated within Washington County, State of Oklahoma, which is described as shown on the attached Exhibit "A"; and

WHEREAS, Declarants intend that Richardson Ranch Addition Phase I be developed as a single family residential community having uniform building and use restrictions for the purposes of achieving the orderly development thereof.

THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Declarants hereby declare and establish that Richardson Ranch Addition Phase I

shall be held, used, sold and conveyed subject to the following covenants, restrictions, easements and limitations which shall be covenants running with the land and each subsequent owner of a parcel of land comprising any part of Richardson Ranch Addition Phase I (hereinafter referred to as a "Parcel") by acceptance of a deed thereto shall be deemed to have agreed to abide by the provisions hereof:

Section I. Compliance With Planned Unit Development Restriction

Declarants have heretofore submitted, pursuant to the zoning ordinances of the Bartlesville, Metropolitan Area Planning Commission, as a planned unit development, designated as PUD No. PC-10-07-RZ/PUD/SDP and approved by the Board of County Commissioners of Washington County, Oklahoma on August 16, 2010. Richardson Ranch Addition Phase I shall be developed and used in substantial accordance with the restrictions and development standards of PUD No. PC-10-07-RZ/PUD/SDP approved by the Board of County Commissioners of Washington County, Oklahoma or in substantial accordance with such modifications or amendments of the restrictions and development standards of PUD No. PC-10-07-RZ/PUD/SDP as may be subsequently approved by the Board of County Commissioners of Washington County, Oklahoma.

Section II. Architectural Committee – Plan Review

- A. Plan Review. No building shall be erected or altered, now or in the future, (including exterior painting) on any lot until the plans and specifications have been approved in writing by the Architectural Committee. For each building, the required plans and specifications shall be submitted in duplicate and include a site plan, floor plan and exterior elevations. In the event the Architectural Committee fails to approve or disapprove plans and specifications submitted to it as herein required within thirty (30) days after submission, the plans so submitted shall be deemed approved.
- B. Committee Purpose. The Architectural Committee's purpose is to promote good design and compatibility within Richardson Ranch Addition Phase I and in its review or plans or determination of any waiver as hereinafter authorized may take into consideration the nature and character of the proposed building or structure, the materials of which is to be built, the availability of alternative materials, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. The Architectural Committee shall not be liable for any approval, disapproval or failure to approve hereunder, and its approval of building plans shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage or code violations. The approval or failure to approve building plans shall not be deemed a waiver of any restrictions. Nothing herein contained shall be deemed to prevent any Parcel owner within Richardson Ranch Addition Phase I from prosecuting any legal action relating to improvements within Richardson Ranch Addition Phase I which they would otherwise be entitled to prosecute.

- C. Architectural Committee Established. The Architectural Committee shall be selected by the Board of Directors of the Richardson Ranch Addition Phase I Homeowners Association, Inc. The owner or owners of each lot shall have one vote on electing the Board of Directors of the Homeowners Association. All members of the Architectural Review Committee must be owners of a lot in Richardson Ranch Addition Phase 1.

Section III. Building and Use Restrictions

- A. Use and Density. The use of each Parcel of land comprising Richardson Ranch Addition Phase I as presently existing or as resulting from subsequent conveyance, shall be limited to one detached single family residence and customary accessory uses thereto. No parcel of land shall be further subdivided unless approved by the owners of the lots in Richardson Ranch Addition Phase I and by the Washington Board of County Commissioners.
- B. Floor Area. All dwellings shall have a minimum of 2400 square feet of habitable living area. The computation of square feet of living area shall exclude garages, open spaces and breezeways.
- C. Building Materials. The dwelling house and each related improvement or out building shall be constructed of first class materials and be at least 50% brick or stone or stucco (not fake stucco) on each side of the structure. The remaining 50% shall be of brick or brick veneer, stone or stone veneer, or stucco or wood siding. No fake stucco or vinyl siding is allowed. The Architectural Committee in a particular instance and upon written request, may approve a waiver of the restrictions contained in this paragraph C upon its determination that the proposed materials are of equal or better quality and are compatible with the limitations above set forth. All buildings must be built to current building codes.

No above ground swimming pools allowed. Basketball goals, swing sets, soccer goals, or other playground equipment are not allowed in the front or side yards.

All metal dormers or other roof elements shall be fabricated of copper or painted galvanized metal matching the shingle color. All other exposed galvanized roofing material, vent pipes, and PVC plumbing vent pipes shall be painted to match shingle color.

Each residence shall have a minimum of an attached 2 car garage. Driveways shall be of concrete or asphalt and shall not exceed the width of the garage.

All garages shall have overhead garage doors for access and closure. These may be constructed of wood, vinyl, or steel constructions with no window elements included. Garages shall be enclosed and carports are excluded. Garages may not be converted to living areas.

Mailboxes shall be constructed of same materials as dwelling and shall be of a uniform shape, size, and design, in order that the area be uniform in appearance.

Any exposed foundation, stem wall, or retaining wall shall be covered with brick, stone, or stucco. No railroad ties or exposed concrete are permitted. Retaining walls shall not be constructed on any lot until a site plan has been approved by the Architectural Committee. Site plan must show the residence, drainage concept, and the proposed location of retaining walls.

All final grade lots shall be sodded and the front of each residence landscaped within seasonal time frame of completion of home. At least 75% of the foundation of the front of each residence should be landscaped.

Seasonal and holiday exterior decorations may be used in timely and seasonally displays. Other types of ornamental landscape design items (such as flagpoles, statuary, fountains, or ornamental lighting, etc.) must be pre-approved by the Architectural Review Committee.

- D. Building Roof Pitch. The roof of all dwellings and any outbuilding shall have not less than an 8/12 pitch (8 inches of vertical rise per one foot of horizontal run). Roof materials shall be wood, slate, tile, polymer or heavy composition. Composition roof materials shall be asphalt or fiberglass material with a weight of #300.
- E. Building Setbacks. Building shall be setback from each boundary of the Parcel a distance of not less than 25 feet.
- F. On-site Construction. No residence or outbuilding, which is constructed off-site, shall be moved or placed onto any Parcel and mobile homes are specifically prohibited.
- G. Outbuildings. Outbuildings shall be of materials compatible with the exterior finish of the dwelling, including the limitations set forth in paragraph C. No metal buildings are allowed unless approved by the Architectural Review Committee.
- H. Materials and Storage. No Parcel shall be used for the storage of materials for a period of greater than thirty (30) days prior to the start of construction and the construction shall be completed within a timely manner. Each Parcel shall be maintained in a neat and orderly condition.
- I. Antennas. Exterior television, "CB" Radio or other type antenna including satellite dishes shall be prohibited, except satellite dishes not exceeding 24" in diameter.
- J. Recreational Vehicles. Boats, trailers, campers and other recreational vehicular equipment must be stored in a structure and shall not be used as a permanent residence and shall be limited to temporary or occasional occupancy. However, any boat used upon lake Garland may be left on or near the water.

- K. Clotheslines. Exposed clothesline poles or other outside clothing drying apparatus are prohibited.
- L. Trash and Burning. Trash receptacles shall be screened from public view and no trash burning apparatus or structure shall be placed on any parcel. Small scale outside burning of tree limbs, leaves, and non-household such as lumber is permitted if conducted in a responsible manner. Large scale outside burning of trash, leaves, tree limbs, and other materials is prohibited unless approved by the fire marshal. Small outside recreational fires such as those associated with grilling, fire pits, camp fires, etc. are permitted if conducted in a responsible manner.
- M. Animals. Up to two dogs and two cats shall be permitted, along with other types of indoor animals normally maintained in residential subdivisions. Any other animals are prohibited.
- N. Fencing. 1. Boundary Fencing shall be constructed of wood, log, stone, rock, brick or metal fencing such as wrought iron or appearing like wrought iron, chain link that is black and coated, or vinyl may be placed on or near the boundary of the plat. However, any fencing of the boundary close to the Lake Garland should not exceed 4 ft from the ground level and set back 10 foot from the boundary near the lake and cannot block the view of other properties from the view of the lake. 2. Privacy fencing is defined as fencing for personal areas near the house and may not be placed in the front or side yards and it is not to exceed 6 ft in height above the ground level. Privacy fencing materials may be of wood, metal, or vinyl. Any open privacy fencing must be screened with landscaping from public view.
- O. Signage. No sign of any kind shall be displayed to the public view on any Parcel except one sign of not more than 9 square feet advertising the property for sale or except for signs used to advertise lots in Richardson Ranch Addition Phase I for sale to the public.
- P. Parcel Maintenance. Any inoperative or operative vehicle or machinery must be stored within an enclosed structure and each parcel shall be maintained in a neat and orderly condition free of rubbish, trash, and other debris and shall be cut, trimmed or mowed to prevent growth of weeds or tall grass. Operative or non-operative vehicles will not stay outside for more than one consecutive week. Wooded areas can be left or returned to a natural state. Land which is not in a natural state should be suitably maintained.
- Q. Commercial or Offensive Activity. No business, trade or commercial use of any kind or any offensive activity shall be carried out upon any Parcel nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood comprising Richardson Ranch Addition Phase I.
- R. Utility Lines. All utility lines on or serving the property shall be placed underground, including telephone, gas, electricity, water, sewer, septic tank or television cable. All

- transformers shall be placed on or below the surface of the property. Provided however, the architectural Committee may waive any such requirement when appropriate.
- S. Hunting and Firearms. No hunting or use of firearms shall be allowed on the property except for personal protection.
- T. Easements to Ponds. Declarants will grant to the owner of any land within Richardson Ranch Addition Phase I two different easements to the Lake Garland.
1. A 10-foot access easement, the location of which is to be determined later by Declarants and recorded in the office of the county clerk. This is not on any plat of Richardson Ranch Phase I Addition and yet will give access to the lake.
 2. A 10-foot easement around Lake Garland for the use and enjoyment, including fishing, of any of the owners of land within the Richardson Ranch Addition Phase 1.
- U. Use of Ponds. The Declarants reserve the authority to authorize improvements on the access easements to Lake Garland and for any improvements located on the 10-foot easement around Lake Garland. Provided however, any dock shall be no larger than ten (10) feet by twelve (12) feet and such docks will be considered private property. Provided further that no gasoline or diesel powered motors for any boat shall be allowed to be used while on Lake Garland. Only battery powered motors are allowed. Any fishing on lake Garland is on the basis of catch and release. No live bait except worms is permitted. Access to the pond is limited to Richardson Ranch Addition Phase 1 land owners, in good standing with the covenants and the HOA assessments, and their guests.
- V. Fuel Tanks. No fuel tanks that hold more than 10 gallons are allowed on the lots or boats.

Section IV. Enforcement, duration, Amendment and Severability

- A. Enforcement. The restrictions herein set forth are covenants to run with the land and shall be binding upon the Declarants, their successors, assigns and future lot owners and shall inure to the benefit of and shall be enforceable by the owners of the Parcels. If the undersigned Declarants, or their successors or assigns and future lot owners, shall violate any of the covenants or restrictions above set forth, it shall be lawful for any person or persons owning any Parcel to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenants, to prevent him or them from so doing or to compel compliance with the covenant and/or to recover damages. Prior to the commencement of any action pertaining to these restrictions, the person intending to commence the action shall give the record owner of the property on which the violation is occurring, or has occurred, written notice of

the violation. In the event reasonable efforts to cure the violation are commenced within thirty (30) days from receipt of notice, no judicial action shall be commenced to enforce the restrictions so long as the efforts to cure the violation diligently proceed to completion. In any judicial action brought to enforce the covenants or restrictions, the defense that the party initiating the equitable proceeding has an adequate remedy at law, is hereby waived. In any judicial action brought by any Parcel owner, which action seeks to enforce the covenants or restrictions, and/or to recover damages for the breach thereof, the prevailing party shall be entitled to receive his or its reasonable attorney fees and costs and expenses incurred in such action.

- B. Duration. These covenants and restrictions set forth within this Declaration, to the extent permitted by applicable law, shall be perpetual but in any event shall be in force and effect for a term of not less than thirty (30) years from the date of the recording of this Declaration, unless terminated or amended as hereinafter provided.
- C. Amendment. The covenants and restrictions within this Declaration may be amended at any time by a written instrument signed and acknowledged by the owners of the majority of the lots within Richardson Ranch Addition Phase I. The provision of any instrument amending the covenants and restrictions shall be effective from and after the date it is properly recorded.
- D. Severability. Invalidation of any restriction set forth herein, or any part thereof, by an order, judgment, or decree of any Court, or otherwise, shall not invalidate or affect any of the other restrictions of any part thereof as set forth herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, Declarants have executed this Declaration to be effective the day and year first above written.

"DECLARANT"

JAY L. RICHARDSON LIMITED
PARTNERSHIP, A KANSAS LIMITED
PARTNERSHIP

By: Jay L. Richardson Revocable Trust
as General Partner

By: Jay L. Richardson Trustee
JAY L. RICHARDSON, Trustee

DIAMOND K ENTERPRISES, LLC

By: [Signature]
JON KELLEY, Manager

[Signature]
KIRK A. GREER

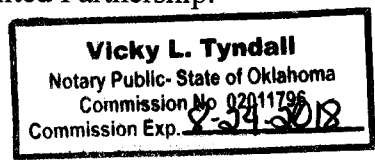
[Signature]
KATHERINE K. GREER

BK1136PG2755

STATE OF OKLAHOMA)
) ss.
WASHINGTON COUNTY)

The foregoing instrument was acknowledged before me this 17th day of April, 2015, by Jay L. Richardson as Trustee of the Jay L Richardson Revocable Trust, as General Partner of Jay L Richardson Limited Partnership.

(SEAL)

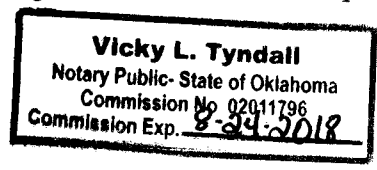


[Signature]
Notary Public

STATE OF OKLAHOMA)
) ss.
WASHINGTON COUNTY)

The foregoing instrument was acknowledged before me this 20th day of April, 2015, by Jon Kelley, Manager of Diamond K Enterprises, LLC.

(SEAL)

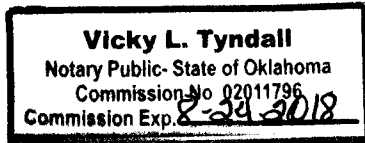


[Signature]
Notary Public

STATE OF OKLAHOMA)
) ss.
WASHINGTON COUNTY)

The foregoing instrument was acknowledged before me this 24th day of April, 2015, by
Kirk A. Greer and Katherine K. Greer, husband and wife.

(SEAL)



Vicky L. Tyndall
Notary Public

BK 1136 PG 2756

EXHIBIT "A"

A PART OF THE SOUTH HALF (S/2) OF SECTION 21, TOWNSHIP 25 NORTH, RANGE 13 EAST OF THE INDIAN MERIDIAN, WASHINGTON COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 21; THENCE N88°47'27"E ALONG THE SOUTH LINE OF THE SW/4 OF SAID SECTION 21 A DISTANCE OF 531.37 FEET; THENCE LEAVING SAID SOUTH LINE, N01°12'33"W A DISTANCE OF 16.50 FEET TO THE NORTH LINE OF THE 16.50 FEET STATUTORY SECTION LINE RIGHT-OF-WAY AND THE TRUE POINT OF BEGINNING; THENCE N13°59'01"W A DISTANCE OF 174.45 FEET; THENCE N04°56'13"W A DISTANCE OF 44.53 FEET; THENCE N17°25'16"E A DISTANCE OF 19.21 FEET; THENCE N80°03'26"E A DISTANCE OF 196.65 FEET; THENCE N61°38'53"E A DISTANCE OF 368.55 FEET; THENCE N62°52'41"E A DISTANCE OF 83.88 FEET; THENCE N28°06'08"E A DISTANCE OF 95.33 FEET; THENCE N33°38'11"E A DISTANCE OF 100.14 FEET; THENCE N41°29'57"E A DISTANCE OF 113.71 FEET; THENCE N22°19'00"E A DISTANCE OF 125.29 FEET; THENCE N02°52'35"E A DISTANCE OF 60.89 FEET; THENCE N53°12'44"W A DISTANCE OF 64.67 FEET; THENCE N01°19'25"E A DISTANCE OF 41.37 FEET; THENCE N53°27'42"E A DISTANCE OF 109.34 FEET; THENCE N28°51'32"E A DISTANCE OF 185.89 FEET; THENCE S82°42'36"E A DISTANCE OF 179.62 FEET; THENCE N07°17'24"E A DISTANCE OF 227.70 FEET; THENCE S82°42'36"E A DISTANCE OF 495.69 FEET; THENCE S07°17'24"W A DISTANCE OF 227.70 FEET; THENCE S82°42'36"E A DISTANCE OF 216.03 FEET; THENCE S11°38'19"E A DISTANCE OF 273.12 FEET; THENCE S55°25'17"E A DISTANCE OF 310.61 FEET; THENCE S68°15'53"E A DISTANCE OF 132.99 FEET; THENCE S60°16'37"E A DISTANCE OF 183.95 FEET; THENCE S70°17'25"E A DISTANCE OF 151.09 FEET; THENCE N88°47'15"E A DISTANCE OF 237.79 FEET; THENCE S22°15'29"W A DISTANCE OF 135.62 FEET; THENCE S18°34'58"E A DISTANCE OF 97.50 FEET; THENCE S23°10'15"W A DISTANCE OF 216.63 FEET TO A POINT ON THE NORTH LINE OF THE 16.50 FEET STATUTORY SECTION LINE RIGHT-OF-WAY; THENCE S88°47'14"W ALONG SAID 16.50 FEET STATUTORY SECTION LINE RIGHT-OF-WAY A DISTANCE OF 543.32 FEET TO A POINT WHICH IS 16.50 FEET NORTH OF THE SOUTHEAST CORNER OF THE SW/4 OF SAID SECTION 21; THENCE CONTINUING ALONG THE NORTH LINE OF SAID 16.50 FEET STATUTORY SECTION LINE RIGHT-OF-WAY, S88°47'27"W A DISTANCE OF 2115.54 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 48.73 ACRES, MORE OR LESS.

1900 Drury Lane
Mission Hills, KS 66208

BK 1136 PG 2757

BK 1118 PG 3311

26928 N. 3973 Road
Ochelata, OK 74051

I-2019-009270 12/02/2019 9:20 am
Book 1174 Page(s) 3070-3077
Fee: \$ 32.00 Doc: \$ 0.00
Annette Smith - Washington County Clerk
State of Oklahoma



AMENDMENT TO SECOND AMENDED AND RESTATED
DECLARATION OF RESTRICTIVE COVENANTS FOR
RICHARDSON RANCH ADDITION PHASE 1

WHEREAS, on August 12, 2012, Jay L. Richardson, LP, as the sole owner of the property platted as the Amended Plat of Richardson Ranch Addition Phase 1 executed the document entitled "Declaration of Restrictive Covenants for Richardson Ranch Addition Phase 1", the same being recorded in Book 1118 at Page 3312 of the records of the County Clerk of Washington County, Oklahoma; and

WHEREAS, on October 31, 2013, Jay L. Richardson, LP, as the sole owner of the property platted as the Amended Plat of Richardson Ranch Addition Phase 1 executed the document entitled "First Amended and Restated Declaration of Restrictive Covenants for Richardson Ranch Addition Phase 1," said document being recorded in Book 1124 at Page 887 of the records of the County Clerk of Washington County, Oklahoma; and

WHEREAS, on April 16, 2015, Jay L. Richardson, LP, Diamond K Enterprises, LLC and Kirk A. Greer and Katherine K. Greer, as owners of the property platted as the Amended Plat of Richardson Ranch Addition Phase 1 executed a document entitled "Second Amended and Restated Declaration of Restrictive Covenants for Richardson Ranch Addition Phase 1", said document being recorded in Book 1136 at Page 2748 of the records of the County Clerk of Washington County, Oklahoma, hereinafter referred to as the "Restrictive Covenants"; and

WHEREAS, the Restrictive Covenants cover property platted as Richardson Ranch Addition Phase 1 as amended by the Amended Plat of Richardson Ranch Addition Phase 1; and

WHEREAS, the Restrictive Covenants provide that the same may be amended by a majority of the lot owners of Richardson Ranch Addition Phase 1 and the undersigned are the owners of the majority of all of the lots in Richardson Ranch Addition Phase 1 as amended by the Amended Plat of Richardson Ranch Addition Phase 1 (hereafter the "Addition") and desire to amend the Restrictive Covenants as below set forth.

NOW, THEREFORE, the undersigned lot owners of the Addition hereby amend the Restrictive Covenants, as follows:

1. Section III. Building and Use Restrictions Subsection C. Building Materials is hereby amended to allow garages constructed in the Addition to include window elements.

2. Section III. Building and Use Restrictions Subsection N. Fencing, is amended to additionally provide for Lot One (1), Lot Two (2), Lot Three (3), Lot Eight (8), Lot Nine (9), Lot Ten (10) and Lot Eleven (11) in the Addition that it is recommended for

BK 1174 PG 3070

fencing along County Road 2700 to the north of each said lots be constructed of black welding tubing/pipe fencing so that the Addition is consistent in appearance and said fences should be constructed north of the existing utility easements existing on said lots.

3. Section III. Building and Use Restrictions is amended to add a new paragraph "W. Dwelling and Outbuilding Compliance. The existing dwellings and outbuildings within the Addition located on Lots Two (2), Six (6), Seven (7) and Nine (9) constructed within the Addition as of November 17, 2018, are deemed in compliance with respect to the Restrictive Covenants concerning design and construction elements or otherwise."

Except as amended hereby the Restrictive Covenants remain in full force and effect.


Dated effective the 10th day of October, 2019.

OWNER OF LOT ONE (1), LOT THREE
(3), LOT FOUR (4), LOT FIVE
(5), and LOT EIGHT (8), THE
AMENDED PLAT OF RICHARDSON
RANCH ADDITION PHASE 1, AN
ADDITION TO WASHINGTON COUNTY,
OKLAHOMA

JAY L. RICHARDSON LIMITED
PARTNERSHIP, a Kansas Limited
Partnership

By _____
Jay L. Richardson, Trustee
Jay L. Richardson Trust,
General Partner

OWNER OF LOT TWO (2), THE
AMENDED PLAT OF RICHARDSON
RANCH ADDITION PHASE 1, AN
ADDITION TO WASHINGTON COUNTY,
OKLAHOMA

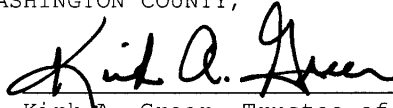

Bruce Decker, Trustee of the
Bruce and Marla Decker Trust
dated October 24, 2013


Marla Decker, Trustee of the

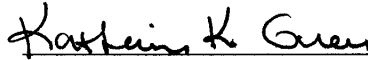
BK1174PG3071

Bruce and Marla Decker Trust
dated October 24, 2013

OWNER OF LOT SIX (6), THE
AMENDED PLAT OF RICHARDSON
RANCH ADDITION PHASE 1, AN
ADDITION TO WASHINGTON COUNTY,
OKLAHOMA



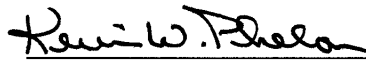
Kirk A. Greer, Trustee of the
Kirk A. Greer and Katherine K.
Greer Trust dated February 23,
2016



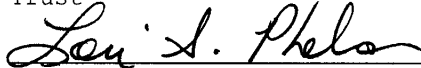
Katherine K. Greer, Trustee of the
Kirk A. Greer and Katherine K.
Greer Trust dated February 23,
2016

BK1174PG3072

OWNER OF LOT SEVEN (7), THE
AMENDED PLAT OF RICHARDSON
RANCH ADDITION PHASE 1, AN
ADDITION TO WASHINGTON COUNTY,
OKLAHOMA



Kevin W. Phelan, Trustee of the
Kevin W. Phelan and Lori S. Phelan
Trust



Lori S. Phelan, Trustee of the
Kevin W. Phelan and Lori S. Phelan
Trust

OWNER OF LOT NINE (9), THE
AMENDED PLAT OF RICHARDSON
RANCH ADDITION PHASE 1, AN
ADDITION TO WASHINGTON COUNTY,
OKLAHOMA

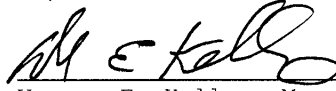


Dennis C. Wegener

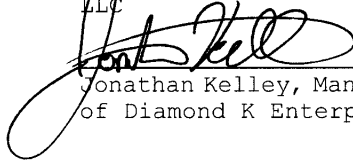


Norajean E. Wegener

OWNER OF LOT TEN (10) and LOT
ELEVEN (11), THE AMENDED PLAT
OF RICHARDSON RANCH ADDITION
PHASE 1, AN ADDITION TO
WASHINGTON COUNTY, OKLAHOMA



Warren E. Kelley, Manager and
Member of Diamond K Enterprises,
LLC



Jonathan Kelley, Manager and Member
of Diamond K Enterprises, LLC

BK1174PG3073

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

Before me, the undersigned, a notary public, in and for said County and State, on this ____ day of _____, 2019, personally appeared Jay L. Richardson, as Trustee of the Jay L. Richardson Trust, General Partner for the Jay L. Richardson Limited Partnership, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for Jay L. Richardson Limited Partnership, for the uses and purposes therein set forth.

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

(seal)
My commission expires:

Notary Public
Commission No. _____

BK 1174 PG 3074

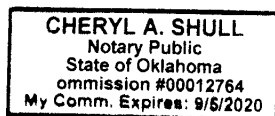
STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

Before me, the undersigned, a notary public, in and for said County and State, on this 14th day of Oct., 2019, personally appeared Bruce Decker and Marla Decker, as Trustees, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the Bruce and Marla Decker Trust dated October 24, 2013, for the uses and purposes therein set forth.

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

(seal)
My commission expires:

Cheryl A. Shull
Notary Public
Commission No. 00012764



STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

Before me, the undersigned, a notary public, in and for said County and State, on this 16th day of Oct., 2019, personally appeared Kirk A. Greer and Katherine K. Greer, as Trustees, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the Kirk A. Greer and Katherine K. Greer Trust dated February 23, 2016, for the uses and purposes therein set forth.

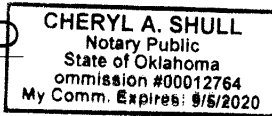
Given under my hand and seal of office the day and year last above written.

Cheryl A. Shull
Notary Public
Commission No. 00012764

(seal)

My commission expires:

9-5-2020



STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

Before me, the undersigned, a notary public, in and for said County and State, on this 15th day of Oct., 2019, personally appeared Kevin W. Phelan and Lori S. Phelan, as Trustees, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the Kevin W. Phelan and Lori S. Phelan Trust, for the uses and purposes therein set forth.

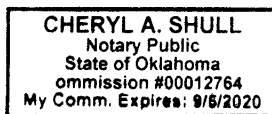
Given under my hand and seal of office the day and year last above written.

Cheryl A. Shull
Notary Public
Commission No. 00012764

(seal)

My commission expires:

9-5-2020



BK1174PG3075

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

Before me, the undersigned, a notary public, in and for said County and State, on this 14th day of Oct., 2019, personally appeared Dennis C. Wegener and Norajean E. Wegener, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

(seal) **CHERYL A. SHULL**
Notary Public
My commission expires:
State of Oklahoma
Commission #00012764
My Comm. Expires: 9/5/2020

Cheryl A. Shull
Notary Public
Commission No. 00012764

BK1174PG3076

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

Before me, the undersigned, a notary public, in and for said County and State, on this ____ day of _____, 2019, personally appeared Warren K. Kelly, Manager and Member, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for Diamond K Enterprises, LLC, for the uses and purposes therein set forth.

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

(seal)
My commission expires:

Notary Public
Commission No. _____

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

Before me, the undersigned, a notary public, in and for said County and State, on this 15th day of November, 2019, personally appeared Warren E. Kelley, Manager and Member, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for Diamond K Enterprises, LLC, for the uses and purposes therein set forth.

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

(seal)
My commission expires



Julie Rathbone
Notary Public
State of Oklahoma
Commission #12001097
Expiration: 2/3/2020

Julie Rathbone
Notary Public
Commission No. _____

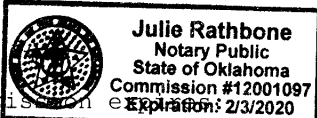
BK1174PG3077

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

Before me, the undersigned, a notary public, in and for said County and State, on this 15th day of November, 2019, personally appeared Jonathan Kelley, Manager and Member, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for of Diamond K Enterprises, LLC, for the uses and purposes therein set forth.

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

(seal)
My commission expires



Julie Rathbone
Notary Public
State of Oklahoma
Commission #12001097
Expiration: 2/3/2020

Julie Rathbone
Notary Public
Commission No. _____

Return to: Dr. Jay Richardson
1900 Drury Lane
Mission Hills, Ks , 66208

I-2021-000376 01/14/2021 11:23 am
Book 1185 Page(s) 0279-0294
Fee: \$ 48.00 Doc: \$ 0.00
Annette Smith - Washington County Clerk
State of Oklahoma



CS

BY-LAWS
OF
**RICHARDSON RANCH HOMEOWNERS
ASSOCIATION, INC.**

BK 1185 PG 0279

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BK 1185160280

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BK 1185160281

HOMEOWNERS ASSOCIATION

NAME AND LOCATION. The name of the corporation is **Richardson Ranch Addition Phase 1 Homeowners Association, Inc.**, hereinafter referred to as the "Association." The principal office of the corporation shall be located in Washington County, State of Oklahoma. The meetings of members and directors may be held at such places within the State of Oklahoma, County of Washington, as may be designated by the Board of Directors.

ARTICLE I.

DEFINITIONS:

The definitions contained in the *Declaration of Association Covenants and Restrictions, Richardson Ranch Addition Phase I* dated August 10, 2012, the *First Amended and Restated Declaration or Restrictive Covenants for Richardson Ranch Addition Phase I*, dated October 22, 2013 and the *Second Amended and Restated Declaration or Restrictive Covenants for Richardson Ranch Addition Phase I*, dated April 16, 2015 are incorporated by reference herein.

"Declarant" shall mean and refer to Jay L. Richardson, Trustee of the Jay L. Richardson Revocable Trust, as a General Partner of the Jay L. Richardson Limited Partnership, a Kansas Limited Partnership.

"Restated Declaration" shall mean and refer to the *Declaration of Association Covenants and Restrictions, Richardson Ranch Addition Phase I* dated August 10, 2012, *First Amended and Restated Declaration or Restrictive Covenants for Richardson Ranch Addition Phase I*, dated October 22, 2013 and the *Second Amended and Restated Declaration or Restrictive Covenants for Richardson Ranch Addition Phase I*, dated April 16, 2015 duly recorded.

All present or future Owners, tenants, future tenants, or their employees, or any other person who might use the facilities of the Project in any manner, are subject to the regulations set forth in these bylaws and all governing documents of the Association. The mere acquisition or rental of any of the Lots of the Project or the mere act of occupancy of any of the Lots will signify that these bylaws are accepted, ratified and will be complied with.

ARTICLE II ~ MEMBERSHIP VOTING AND MEETING OF MEMBERS

2.1. MEMBERSHIP AND VOTING

Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association, with one vote per lot owned, with the exception of the original Declarant, who for so long as Declarant owns a lot within Richardson Ranch Addition Phase I, shall have four votes for each lot owned.

BK 1185 PG 0282

The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership, and such membership shall continue until such time as the Owner's ownership terminates, at which time their membership shall automatically cease.

Proof of membership (such as a grant deed), if called for by the Association or its managing agent, must be provided to the Secretary of the Association (or other designated representative) prior to any rights of membership being exercised.

2.2 VOTING OF MEMBER.

Members shall be all those Owners as defined above. Voting rights are based on one vote per Lot owned with the exception of the Declarant as set forth above. When more than one person holds title, all such persons collectively shall be the member (for the Lot in question). The vote shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. The Association shall be entitled to presume that any ballot tendered by one or more Owners of the Lot was the result of agreement by all other Owners. If conflicting ballots are cast by Owners, none will be counted.

2.3 SUSPENSION OF MEMBER'S RIGHTS.

Members are subject to suspension of membership for voting purposes and for purposes of use of the recreational facilities when their assessment payments fall delinquent or a violation of these Amended bylaws, the Restated Declaration, or the rules and regulations occurs. Refer to the Restated Declaration for the limitations and notice provisions relating to suspensions of membership.

2.4 MAJORITY OF OWNERS.

As used in these bylaws, the term 'majority of owners' shall mean those Owners entitled to cast fifty-one percent (51 %) of the total votes.

2.5 MEETING OF MEMBERS AND NOTICE

Annual Meeting Annual meetings of the members shall be held each year at the time and place indicated in the notice described in Section 3 below.

Special Meetings, Special meetings of the members may be called at any time by the President or by a majority of the Board of Directors. A special meeting shall be called upon presentation of a written request of five percent (5 %) of the membership unless the subject of the meeting is a dispute which is resolved prior to the date set or the subject is not for a lawful purpose. No action may be taken at a special meeting that does not fall within the purpose stated on the meeting notice.

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 a meeting not less than ten (10) days

nor more than ninety (90) days before such meeting. The notice shall specify the place, day and hour of such meeting. Written notice for special meetings must include the purpose of the meeting. Notice of a meeting shall be deemed to be received when delivered to the member's address or 48 hours after first-class mailing.

2.6 QUORUM

The presence at the meeting of the members entitled to cast, or of proxies entitled to cast, thirty-three, and one-third percent (33 1/3%) of the votes shall constitute a quorum for any action unless otherwise provided in the Articles of Incorporation, the Restated Declaration, these bylaws, or by Oklahoma law. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, to a date not less than 5 days, nor more than 30 days, from the original meeting date. The quorum for the adjourned meeting shall be twenty-five percent (25 %) of the total voting power of the Association. When a quorum is present, a majority of the voting interests present shall decide any question brought before the membership unless a different percentage of approving votes is required for the specific act under Oklahoma law, these bylaws, the Restated Declaration, or the Articles of Incorporation. In those cases, the specific requirement under that section shall control.

2.7 PROXIES

At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his/her I-0. No proxy shall be valid after eleven (11) months from the date of execution.

2.8 CONDUCT OF MEETINGS

All membership meetings shall be conducted in a manner consistent with generally accepted procedures of parliamentary procedure.

The order of business of all meetings shall be as follows: (a) roll call; (b) proof of notice of meeting or waiver of notice; (c) approval of minutes of preceding meeting; (d) reports of officers; (e) report of committees; (f) election of inspectors of election; (g) election of Directors; (h) unfinished business; and (i) new business.

2.9 ACTION BY WRITTEN BALLOT

Any action which may be taken at a regular or special meeting of members may be taken without a meeting if a proper ballot is prepared and approved more than ten (10) days in advance by action of the Board of Directors.

2.10 ACTION WITHOUT MEETING.

Any action, which under the provisions of the Oklahoma Corporations Act may be taken at a meeting of the Owners, may be taken without a meeting if authorized by a writing signed by

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all of the Owners who would be entitled to vote at a meeting for such purpose, and filed with the Secretary.

2.11 MINUTES

Minutes shall be recorded at all meetings and available for review by Owners within thirty (30) days after a meeting, in draft, summary or final form. Owners are to receive notice of the availability of Minutes at least once each year by general mailing or personal delivery.

ARTICLE III. ~ BOARD OF DIRECTORS

3.1 NUMBER

The affairs of this Association shall be managed by a Board of Directors, three (3) in number, who are members of the Association. No two family members (by blood relation or by marriage) shall serve on the Board at the same time.

3.2 TERM OF OFFICE.

The Directors shall serve staggered two (2) year terms. At the expiration of the initial term of office of each respective Director, his/her successor shall be elected to serve a term of two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

3.3 REMOVAL

The entire Board of Directors, or any individual Director, may be removed from office when his/her removal is approved by a majority of the members of the Association. Any vacancy created by removal shall be filled by election of the new Director(s) by the Owners. Any Director whose removal is proposed shall receive a chance to address the membership at the meeting called

3.4 VACANCY

If any Director misses three (3) or more consecutive Board meetings which have officially been convened, that Director forfeits his/her right to remain on the Board, and the remaining Board members may declare the position of that Director vacant, by majority vote. The remaining Directors may then choose a successor by election among them to serve out the unexpired term of the Director who forfeited his/her position on the Board for failure to regularly attend Board meetings.

3.5 COMPENSATION

No Director shall receive compensation for any service he/she may render to the Association in his or her capacity as a Director. However, any Director may be reimbursed for

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his/her actual expenses incurred in the performance of his/her duties which have been approved prior to expenditure by the Board of Directors.

ARTICLE IV ~ NOMINATION AND ELECTION OF DIRECTORS

4.1 NOMINATION

Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who may 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 prior to each annual meeting of the members. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations must be made from members.

4.2. ELECTION

Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast one vote per Lot, with the exception of the Declarant as set forth in Paragraph 2.1 above. The persons receiving the largest number of votes shall be elected. A vote for a Director nominated may be cast by a member by mail on a ballot forwarded by the Board to the member at least five (5) days prior to the annual meeting, provided such a ballot is received by the Board or the Secretary prior to or at the annual meeting. A member not personally present at the meeting but who has so cast his ballot shall be counted as present at the meeting for quorum purposes

ARTICLE V ~ MEETINGS OF DIRECTORS

5.1 REGULAR MEETINGS

Regular meetings of the Board of Directors shall be held as needed at such place and hour as may be fixed from time to time by resolution of the Board. Should any meeting 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. Notice shall be given to each Director, at least 48 hours, personally or by telephone or at least four (4) days by mail, prior to the meeting if any rescheduling occurs by necessity.

5.2 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 seventy-two (72) hours notice to each Director in the manner prescribed by Section 1.

5.3 EMERGENCY MEETINGS

In any situation where action is needed and either a special or regular meeting will not suit the purpose, the Board of Directors may handle the action as follows:

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The Board member first notified shall make a good faith attempt to notify each and every other Board member and call a meeting at the earliest possible reasonable time. If it appears sufficient Board members are not available for a meeting, said contact person shall attempt to get a "consensus" from the Board member as to the action needed, depending on the circumstances. If the Board member making the calls is unable to schedule a meeting with at least a quorum present, in a reasonable time (consistent with the circumstances) the 'consensus' shall determine what action is to be taken, and shall be the subject of a request for ratification at a later Board meeting. The contact person shall make every possible attempt to achieve at least a majority 'consensus' before taking any specific action.

5.4 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.

5.5 WAIVER OF NOTICE.

Before or at or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting or may waive notice by written approval of the Minutes, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him/her of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

5.6 ACTION WITHOUT 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 or a majority of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors so long as reasonable attempts were made to contact all Directors prior to the action being taken.

5.7 MEETINGS OPEN TO MEMBERS

All regular and special meetings of the Directors shall be open to all Members of the Association; provided, however, that Members who are not Directors may not participate in any deliberation or discussion unless unanimously authorized by the Board.

5.8 EXECUTIVE SESSION.

The Board may, with the approval of a majority of a quorum of the Directors, adjourn a meeting personnel matters, litigation or pending litigation, matter within the attorney/client privilege, and/or matters of a particularly sensitive nature involving rights to confidentiality hearings where appropriate provided the general nature of

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ARTICLE VI ~ POWERS AND DUTIES OF THE BOARD OF DIRECTORS

6.1 POWERS

The Board of Directors shall have power to:

(a) Conduct, manage and control the affairs and business of the Association and to adopt rules and regulations consistent with the Restated Declaration relating to use of the Common Area facilities, parking restrictions, etc., and to establish penalties for the infraction thereof;

(b) Suspend the voting rights and right to use of the recreational facilities of any member during any period in which such member is in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing (as provided in the 'Restated Declaration'), for any infractions of published rules and regulations for a period of thirty (30) or for as long as the infraction persists;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by official provisions of name Amended Bylaws, the Articles of Incorporation, or the Restated Declaration;

(d) Select all officers, agents, a manager, an independent contractor, or such employees as they deem necessary, and to prescribe their duties;

(e) Levy, collect and enforce assessments by any means provided in the Restated Declaration, and by Oklahoma law;

(f) Take whatever action in the Board's discretion is necessary to discharge any lien against any Common Area;

(g) To change the location of the principal office for business to a different location if deemed advisable by a majority of the Board;

(h) To sue others, in the name of the Association, and sue Owners to collect delinquent assessments or cure a violation of any restrictions, covenants, conditions, rules or regulations of the Association or subdivision (where deemed advisable or necessary).

6.2 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;

(b) Delegate powers to committees, officers or employers and supervise all officers, agents, and employees of the association and to see that their duties are properly performed;

(c) As more fully provided herein, or in any Amended or Restated Declaration:

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(1) Send written notice of each increase in regular assessment or imposition of special assessment to every Owner subject thereto within thirty (30) to sixty (60) days before the increase or assessment becomes due;

(2) In its discretion, foreclose a recorded lien against any properties for which assessments are at least sixty (60) days delinquent, 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 or entity entitled to receive that information, 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 these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Cause all officers or employees having fiscal responsibilities to be bonded, and to procure such bonds as determined appropriate;

6.3 BUDGET INFORMATION

The Association, upon request from the Board, shall prepare and distribute to all of its members, which may include:

(1) The estimated revenue and expenses on an accrual basis.

(2) A summary of the Association's reserves based upon the most recent review or study conducted pursuant to current Oklahoma law which shall be printed in bold type and include all of the following:

(a) The current estimated replacement cost, estimated remaining life, and estimated useful life of each major component.

(b) As of the end of the fiscal year for which the study is prepared:

(i) The current estimate of the amount of cash reserves necessary to repair, replace, restore, or maintain major components.

(ii) The current amount of accumulated cash reserves actually set aside to repair, replace, restore, or maintain major components.

(c) The percentage represented by (b)(i) above to the total of (b)(ii) above.

(3) A statement as to whether the Board of Directors of the Association has determined or anticipates that the levy of one or more special assessments will be required to repair, replace, or restore any major component or to provide adequate reserves therefor.

(4) A general statement addressing the procedures used for the calculation and establishment of those reserves to defray the future repair, replacements or additions to those major components that the Association is obligated to maintain.

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6.4 DELINQUENT ASSESSMENT POLICY

The Board shall prepare and distribute a statement describing the Association's policies and practice in enforcing lien rights or other legal remedies for default in payment of its assessment against its members at least annually to the members during the 60-day period immediately preceding the beginning of the Association's fiscal year.

The Board shall enforce applicable provisions of the Covenants, Conditions and Restrictions, Bylaws and Articles by any lawful means or procedures, as deemed in the best interests of the Association.

The annual assessment for each parcel shall commence when so declared by the Board.

6.5 PROHIBITED ACTS

The Board shall not take any of the following actions, except with the vote or written consent of a majority of the voting power of the Association:

(a) Entering into a contract with a third person wherein the third person will furnish goods or services for the Association for a term longer than one year with the following exceptions:

(1) A contract with a public utility company if the rates charged for the materials or services are regulated by the public Utilities Commission; provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate;

(b) Filling a vacancy on the Board of Directors created by removal by members of a Director. Such vacancy must be filled by election by the members.

ARTICLE VII. ~ OFFICERS AND THEIR DUTIES

7.1 ENUMERATION OF OFFICE

The officers of this Association may consist of a President and Vice President, who shall at all time be members of the Board of Directors, a Secretary, a Treasurer, and such other officers as the Board may, from time to time, by resolution create including, but not limited to Assistant Secretary, Assistant Treasurers, or additional Vice Presidents.

7.2 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. The officers will be elected from among the Board of Directors presently serving on the Board.

7.3 TERM.

The officers of this Association shall be elected annually by the Board and each shall hold office, unless he/she shall sooner resign, or shall be removed, or otherwise disqualified to save.

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7.4 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.

7.5 RESIGNATION AND REMOVAL

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

7.6 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/she replaces.

7.7 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.

7.8 Duties

The duties of the officers are as follows:

PRESIDENT

(a) 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 may co-sign all checks and promissory notes.

VICE PRESIDENT

(b) The Vice President shall have the authority to 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 of him by the Board, and may co-sign all checks written on behalf of the Association.

SECRETARY

(c) The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of the Board and of the members; 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, and may co-sign checks.

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TREASURER

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and may disburse such funds as directed by resolution of the Board of Directors; may co-sign all checks and promissory notes of the Association; keep proper books of account; cause an annual review of the Association books to be made by a public accountant at the completion of each fiscal year; and may prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, pursuant to the financial distribution requirements set forth in Article VI. If the Association engages the services of a CPA or managing agent to undertake any of these tasks, the treasurer is relieved of those specific duties delegated to such person or entity.

ARTICLE VIII ~ COMMITTEES

The Board of Directors may appoint a Nominating Committee as provided in these bylaws. The Board may appoint an Architectural Control Committee, as provided in the Restated Declaration. In addition, the Board of Directors may appoint Other committees as deemed appropriate in carrying out its purpose.

ARTICLE IX ~ BOOKS AND RECORDS

The books of accounting, general records, minutes, and members name and address information shall, during reasonable business hours and upon reasonable written notice and request (stating a purpose therefore, be generally subject to inspection by any member. The Restated Declaration, the Articles of Incorporation and the bylaws 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.

The Board reserves the right to deny access or inspection or otherwise exempt from general legal rights of inspection by the members.

Directors have an absolute right of inspection of all books and records of the corporation.

ARTICLE X ~ ASSESSMENTS

Beginning January 1, 2020, and as provided in the Restated Declaration, each member is obligated to pay to the Association any annual, special, and other 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 and subject to late fees and/or interest as more fully provided in the Restated Declaration. As more fully provided therein, the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be

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added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his/her Lot.

ARTICLE XI ~ AMENDMENTS

These Amended Bylaws may be amended, at a regular or special meeting of the members, or by written ballot, by approval of a majority of a quorum (as set forth in Article H, Section BA) of members of the Association.

ARTICLE XII ~ CONFLICTS

In the case of any conflict between the Articles of Incorporation and these Amended Bylaws, the Articles shall control; and in the case of any conflict between the Restated Declaration and these Bylaws, the Restated Declaration shall control.

ARTICLE XIII ~ RECORD DATE

Only persons who are owners of record as of the date and time of any meeting shall be entitled to vote at that meeting. In a written ballot campaign, the date of record for voting purposes is the date the ballots are first due to be returned to the Association.

ARTICLE XIV ~ NOTICES

Any notice permitted or required to be delivered as provided herein may be delivered either personally (which includes delivery to mailbox at the residence) or by first-class mail. If delivery is made by mail, it shall be deemed to have been delivered forty-eight (48) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed to each such person at the address given by such person to the secretary for the purpose of service of such notice or to the residence site of such person if no address has been given to the secretary. Such address may be changed from time to time by notice in writing to the secretary.

ARTICLE XV ~ CORPORATE SEAL

The Association may obtain and use a Corporate Seal with the Association's legal name and date of original incorporation in it, if desired.

ARTICLE XVI ~ FISCAL YEAR

The fiscal year of the Association shall begin on the first day of October and end on the 30th day of September every year, except that the first fiscal year shall begin on the date of incorporation.

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ARTICLE XVII -- COMMON AREA

"Common Area" shall mean all real property (including the improvements thereon) and all other property owned or maintained by the Association for the common use and enjoyment of the Owners, and shall include but shall not be limited to Lake Garland, the private roads contained in said Addition and any other easements now or hereafter conveyed to, or reserved for conveyance to the Association. This common use and enjoyment is not exclusive to Richardson Ranch Addition Phase 1 but shall also be allowed to future developments around Lake Garland.

IN WITNESS WHEREOF, Jay Richardson, being the acting President of the **Richardson Ranch Addition Phase 1 Homeowners Association, Inc.**, has hereunto set my hand this 6th day of November, 2020.

Jay L. Richardson
Acting President

I, the undersigned, do hereby certify:

THAT I am the duly acting President of the **Richardson Ranch Addition Phase 1 Homeowners Association, Inc.**, an Oklahoma corporation, and, THAT, the foregoing Bylaws constitute the Bylaws of said Association, as duly approved by the requisite percentage of homeowners as required was duly adopted on the 6th day of November, 2020.

STATE OF OKLAHOMA

ss.

COUNTY OF WASHINGTON

ACKNOWLEDGMENT

This instrument was acknowledged before me on 6th day of November 2020 by Jay Richardson as acting President of Richardson Ranch Addition Phase 1 Homeowners Association.

Heather A. Snow
Heather A. Snow, Notary Public
Commission No. 01001247

My Commission Expires: February 14, 2021



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