



# Stonebranch 2<sup>nd</sup> Addition

## COVENANTS AND RESTRICTIONS

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

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**1. LOT USE.** Lots within the Addition shall be only used for residential, single-family purposes. No lot shall be used for business, commercial, professional or manufacturing purposes provided that, however, this prohibitor shall not apply to any building or structure that may be placed on any lot or portion of a lot within the Addition that is used exclusively by a public utility company in connection with the furnishing of public utility services to the Addition or to the property adjacent to the Addition.

**2. DWELLINGS.** No structure of a temporary character shall be used as a residence. No mobile home or dwelling structure shall be moved into or be present in the Addition. The following standards shall apply to all dwellings constructed in the Addition.

- A. Dwelling Size.** All dwellings shall have a minimum living space of 2000 square feet. Dwellings in excess of a single story shall have a minimum living space of 1400 square feet at the lower level. No dwelling shall have more than two (2) stories. Square footage shall be computed on measurements over the frame of the living space exclusive of porches, patios, garages, basement and attic area used for storage.
- B. Masonry.** All dwellings shall have at least fifty percent (50%) of the exterior walls thereof comprised of brick or stone, provided, however, the area of all windows and doors located in the exterior walls shall be excluded in the determination of the area of said exterior walls. In all cases, the masonry shall extend to the ground line so that the foundation shall be completely concealed. Any deviation of exterior construction material shall be permitted only upon the written consent of the developer.

- C. **Garages.** All dwellings shall have attached garages suitable for accommodating at least two (2), but not more than four (4) standard sized automobiles. All garages shall be accessed by an overhead garage door or doors.
- D. **Driveways.** All driveways into a lot from any street shall be constructed of concrete and shall not be less than fourteen (14) feet in width.
- E. **Roof Pitch.** The roof of the dwelling shall have a pitch of at least 6/12 over 75 percent of the total roof area, and none of the roof area shall have a pitch less than 3/12.
- F. **Roof Material.** All roof material shall be wood, slate, tile or heavy composition. Composition roof material shall be asphalt or fiberglass material with a weight of 240# or more per square and shall be simulated shake in appearance (seal down shingles not acceptable).

**3. CERTIFICATE OF APPROVAL.** No building shall be erected or materially altered on any lot in the Addition until the building plans and specifications therefore, exterior color scheme and material thereof, and plot plan showing the location and facing of the building, have been approved in writing by the Developer, which approval shall be indicated by a certificate signed and acknowledged by an officer of the Developer. The purpose of such approval shall be to promote good design and compatibility within the Addition and the Developer in its review of the plans, specifications, exterior color scheme, material and plot plan for any building may take into consideration the nature and character of the proposed building or structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. The Developer shall not be liable for any approval or disapproval and its approval or building plans shall not constitute a warranty or create any responsibility or liability for building methods, materials, procedures, structural design, grading, drainage, or code violations. The approval or disapproval by the Developer of the building plans shall not be deemed a waiver of any restriction or covenant herein contained. The provisions of this paragraph requiring approval by Developer shall cease, terminate and be of no further force and effect on the date ten (10) years from the date hereof. Thereafter, the approval required in this provision shall not be required unless prior to the expiration of ten (10) years from the date hereof, a written instrument shall be executed by the then record owners of a majority of the lots in the Addition and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers as previously exercised by the Developer for such a period as may be specified in said instrument. In the event that the Developer shall be dissolved prior to the expiration of ten (10) years from the date hereof, then and thereafter the approval of the building

plans, specifications, exterior color scheme, materials and plot plan of buildings constructed in the Addition shall be exercised by a representative or representatives designated in a written instrument executed by the then record owners of a majority of the lots in the Addition, which instrument shall be duly recorded.

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

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

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

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

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

**9. VEHICLES, MOTORCYCLES.** No vehicle, motorcycle, motor bike, camper trailer, or boat, whether or not operable, (collectively referred to as "Vehicles") shall be kept, parked or

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stored on or adjacent to any lot, except in a garage or other area screened from view behind the set-back lines, for more than forty-eight (48) hours during any seventy-two (72) hour period, provided that, however, nothing herein shall prohibit the parking of passenger vehicles on the surfaced driveway. Vehicles shall not be kept, parked or allowed to stand on the yard. Resident's vehicles shall not be parked in any street.

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

**11. SIGNS.** No sign of any kind shall be displayed to the public view on any lot, except (i) one sign of not more than six (6) square feet advertising the sale or rental of said property or (ii) signs used for the purpose of campaigning for a result in any political election or issue or (iii) signs maintained by the developer or a builder to advertise the property during the construction and sales period, unless approved in writing by the Developer.

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

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

No lot owner shall plant any tree or shrubbery in dedicated utility easements or rights-of-way which would potentially endanger, threaten, or harm any utilities located within said easements or rights-of-way. If it is determined by the municipality that any trees or shrubbery located within said easements or rights-of-way are endangering utilities in said easements or rights-of-way, the city shall have the right to remove said shrubbery upon five (5) days' notice thereof at the lot owners expense, or within such time the lot owner may remove same.

## 14. ELECTRIC AND COMMUNICATION SERVICE.

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

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

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

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

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

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

**15. WATER, SANITARY SEWER.** Owners shall be responsible for the protection of the public water mains and sanitary sewer facilities located on their lots and shall prevent the alteration of grade in excess of three (3) feet from the original contours and any construction activity which may interfere with said facilities. Said alterations of grade restriction shall be limited to easement area. The City of Bartlesville, Oklahoma shall be responsible for the ordinary maintenance of public mains and public sanitary sewer facilities, but the owner will pay damage to or relocation of such facilities caused or necessitated by acts of the owner, his agents or contractors. The City of Bartlesville, Oklahoma or its successors shall have the right of access with its equipment to all easements shown on the Plat, for the purposes of installing, maintaining, removing or replacing any portion of the underground water and sewer facilities.

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

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

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

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

**20. HOMEOWNERS' ASSOCIATION.** A Homeowners' Association named "STONEBRANCH HOMEOWNERS' ASSOCIATION", An Oklahoma Corporation, may be established by

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

Annual assessments of \$420.00 shall be made on a per lot basis. Such assessments may be increased five percent (5 %) per year by the Board of Directors of "STONEBRANCH HOMEOWNERS' ASSOCIATION" and up to ten percent (10%) per year upon the affirmative vote of two-thirds (2/3) of the owners of lots in the Addition. Such Assessments shall be a lien upon each lot assessed and any such lien may be foreclosed by the "STONEBRANCH HOMEOWNERS' ASSOCIATION and the lot owner shall be responsible for all costs and attorney's fees incurred by STONEBRANCH ASSOCIATION in connection with collection of assessments and the enforcement of such lien. Each lot shall be entitled to one vote, regardless of the number of owners thereof.

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

**22. REMEDIES.** If any person shall violate or attempt to violate any of the covenants or restrictions herein, any person owning any real property in this Addition shall have standing to prosecute any proceedings at law or in equity against the person violating the same to prevent the violation or to recover damages for such violation. In any action brought to enforce any provision hereof, the prevailing party shall be entitled to an award of attorney's fees to be taxed as costs.

**23. NO WAIVER.** The failure of the Developer or of any successor in title to enforce any given restriction or covenant at any time shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these covenants and restrictions.

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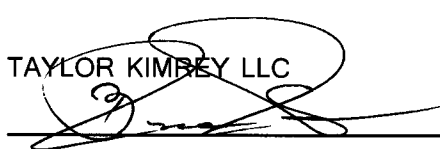
**24. SEVERABILITY.** Invalidation of any one of these covenants or restrictions shall not affect any of the other provisions, which shall remain in full force and effect.

**25. DURATION.** Except as specifically otherwise limited herein, the covenants and restrictions herein contained shall remain in full force and effect for a period of twenty (20) years from the date hereof and shall be automatically renewed and continued thereafter for successive periods of ten (10) years each unless terminated or amended as hereinafter provided.

**26. BINDING EFFECTS, AMENDMENTS.** These covenants and restrictions are to run with the land and shall be binding upon all parties becoming owners of lots within the Addition. These covenants and restrictions, with the exception of the provisions of paragraph 14 and 15, above, may be amended, modified, changed or cancelled only by a written instrument executed and acknowledged by the owners or owners of a majority of the lots in the Addition, with such amendment, modification, change or cancellation to be effective upon recording of such instrument in the office of the Washington County Clerk.

IN WITNESS WHEREOF, the duly authorized officers of TAYLOR KIMREY LLC., Have executed this instrument this 10<sup>TH</sup> Day of April, 2013.

TAYLOR KIMREY LLC

  
BRENT TAYLOR, MANAGING PARTNER  
(STATE OF OKLAHOMA)

) S.S.

COUNTY OF WASHINGTON)

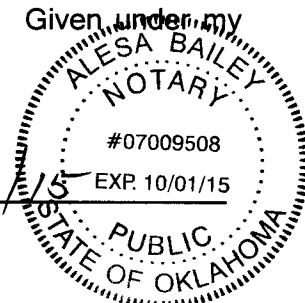
Before me, the undersigned Notary public, in and for said county and State on this 10<sup>th</sup> day of April, 2013, personally appeared BRENT TAYLOR, to me known to be the identical person who subscribed his name as the maker thereof to the foregoing instrument as its Managing Partner and acknowledges to me that he executed the same as his free and voluntary act and deed as the free and voluntary act and deed of such corporation, for uses and purposed therein set forth. Given under my hand and seal the day and year first above written.

Notary Public



My Commission expires:

10/01/15





## Exhibit "A"

### PART 1

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS; TAYLOR KIMREY LLC.

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

#### Property Description:

A PORTION OF THE W/2, W/2, SE/4, SW/4, SECTION 3, T26N, R13E, BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS –  
BEGINNING AT THE SOUTHWEST CORNER SECTION 3, T-26-N, R-13-E, THENCE S 89°03'49" E A DISTANCE OF 1320.18'; THENCE N 00°59'03" E A DISTANCE OF 504.74'; TO THE POINT OF BEGINNING; THENCE N 00°59'03" E A DISTANCE OF 696.64; THENCE S 89°03'49" E A DISTANCE OF 285.95; THENCE S 63°00'18" E A DISTANCE OF 159.71'; THENCE S 06°25'13" E A DISTANCE OF 34.92'; THENCE S 75°54'04" W A DISTANCE OF 149.56'; THENCE S 00°56'11" W A DISTANCE OF 546.74'; THENCE N 89°03'49" W A DISTANCE OF 120.00'; THENCE S 83°44'42" W A DISTANCE OF 50.39'; THENCE N 89°03'49" W A DISTANCE OF 120.04' TO THE POINT OF BEGINNING CONTAINING 4.90 ACRES MORE OR LESS

## Exhibit "A"

### PART 2

WHEREAS; the Developer has caused the above described real state to be surveyed, platted and staked into lots, blocks, streets, and easements in conformity with a written plat of the above described real estate recorded in the office of the County Clerk of Washington County, Oklahoma (the "PLAT") which has been therein designated and named "STONEBRANCH 2<sup>ND</sup> ADDITION", an addition to the City of Bartlesville, Washington County, Oklahoma (the "Addition"); and

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

## DEDICATION

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

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**NON-PROFIT BYLAWS**  
**OF**  
**STONEBRANCH HOMEOWNERS ASSOCIATION**

**PREAMBLE**

The following Bylaws shall be subject to, and governed by, the Non-Profit Corporation Act of Oklahoma and the Articles of Incorporation of Stonebranch Homeowners Association. In the event of a direct conflict between the herein contained provisions of these Bylaws and the mandatory provisions of the Non-Profit Corporation Act of Oklahoma, said Non-Profit Corporation Act shall be the prevailing controlling law. In the event of a direct conflict between the provisions of these Bylaws and the Articles of Incorporation of Corporation/Organization, it shall then be these Bylaws which shall be controlling.

**ARTICLE 1 - NAME**

The legal name of the Non-Profit Corporation/Organization shall be known as Stonebranch Homeowners Association, and shall herein be referred to as the "Corporation/Organization."

**ARTICLE 2 - PURPOSE**

The general purposes for which this Corporation/Organization has been established are as follows:

The purpose for which the Non-Profit Corporation is formed is set forth in the attached Articles of Incorporation.

The Corporation/Organization is established within the meaning of IRS Publication 557 Section 501(c)(3) Organization of the Internal Revenue Code of 1986, as amended (the "Code") or the corresponding section of any future federal tax code and shall be operated exclusively for the homeowners of stonebranch development and park hill iv development, city of bartlesville, washington county, state of oklahoma.

In addition, this Corporation/Organization has been formed for the purpose of performing all things incidental to, or appropriate in, the foregoing specific and primary purposes. However, the Corporation/Organization shall not, except to an insubstantial degree, engage in any activity or the exercise of any powers which are not in furtherance of its primary non-profit purposes.

The Corporation/Organization shall hold and may exercise all such powers as may be conferred upon any nonprofit organization by the laws of the State of Oklahoma and as may be necessary or expedient for the administration of the affairs and attainment of the purposes of the Corporation/Organization. At no time and in no event shall the Corporation/Organization

participate in any activities which have not been permitted to be carried out by a Corporation/Organization exempt under Section 501(c) of the Internal Revenue Code of 1986 (the "Code").

### **ARTICLE 3 – OFFICES**

The principal office of the Corporation/Organization shall be located at 3650 Camelot Drive, Bartlesville, Oklahoma 74006.

The Corporation/Organization may have other such offices as the Board of Directors may determine or deem necessary, or as the affairs of the Corporation/Organization may find a need for from time to time.

### **ARTICLE 4 – DEDICATION OF ASSETS**

The properties and assets of the Corporation/Organization are irrevocably dedicated to and for non-profit purposes only. No part of the net earnings, properties, or assets of this Corporation/Organization, on dissolution or otherwise, shall inure to the benefit of any person or any member, director, or officer of this Corporation/Organization. On liquidation or dissolution, all remaining properties and assets of the Corporation/Organization shall be distributed and paid over to an organization dedicated to non-profit purposes which has established its tax-exempt status pursuant to Section 501(c) of the Code.

### **ARTICLE 5 – BOARD OF DIRECTORS**

#### **General Powers and Responsibilities**

The Corporation/Organization shall be governed by a Board of Directors (the "Board"), which shall have all the rights, powers, privileges and limitations of liability of directors of a non-profit corporation organized under the Non-Profit Corporation Act of Oklahoma. The Board shall establish policies and directives governing business and programs of the Corporation/Organization and shall delegate to the Executive Director and Corporation/Organization staff, subject to the provisions of these Bylaws, authority and responsibility to see that the policies and directives are appropriately followed.

#### **Number and Qualifications**

The Board shall have up to 9, but no fewer than 5, Board members. The number of Board members may be increased beyond 9 members or decreased to less than 5 members by the affirmative vote of a simple majority of the then serving Board of Directors. A Board member need not be a resident of the State of Oklahoma.

In addition to the regular membership of the Board, representative of such other organizations or individuals as the Board may deem advisable to elect shall be *Ex-Officio Board Members*, which will have the same rights and obligations, including voting power, as the other directors.

#### **Board Compensation**

The Board of Directors, by way of affirmative vote of a majority of the directors then currently in office, may remove any director without cause at any regular or special meeting, provided that the director to be removed has been notified in writing in the manner set forth in Article 5 – Meetings that such action would be considered at the meeting.

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The Board shall receive no compensation other than for reasonable expenses. However, provided the compensation structure complies with Sections relating to "Contracts Involving Board Members and/or Officers" as stipulated under these Bylaws, nothing in these Bylaws shall be construed to preclude any Board member from serving the Corporation/Organization in any other capacity and receiving compensation for services rendered.

#### **Board Elections**

The Governance Committee shall present nomination for new and renewing Board members at the board meeting immediately preceding the beginning of the next fiscal year. Recommendations from the Governance Committee shall be made known to the Board in writing before nominations are made and voted on. New and renewing Board members shall be approved by a two-thirds majority of those Board members at a Board meeting at which a quorum is present.

#### **Term of Board**

All appointments to the Board shall be for a term of 2 year(s). No person shall serve more than 10 consecutive terms unless a majority of the Board, during the course of a Board meeting at which a quorum is present, votes to appoint a Board member to 2 additional year(s). No person shall serve more than 20 consecutive years. After serving the maximum total number of consecutive years on the Board, a member may be eligible for reconsideration as a Board member after 2 years have passed since the conclusion of such Board member's service.

#### **Vacancies**

A vacancy on the Board of Directors may exist at the occurrence of the following conditions:

- a) The death, resignation, or removal of any director;
- b) The declaration by resolution of the Board of a vacancy in the office of a director who has been declared of unsound mind by a final order of court, convicted of a felony, found by final order or judgment of any court to have breached a duty pursuant to the Corporation Code and/or Act of the law dealing with the standards of conduct for a director, or has missed 4 consecutive meetings of the Board of Directors, or a total of 4 meetings of the Board during any one calendar year;
- c) An increase in the authorized number of directors; or
- d) The failure of the directors, at any annual or other meeting of directors at which director(s) are to be elected, to elect the full authorized number of directors.

The Board of Directors, by way of affirmative vote of a majority of the directors then currently in office, may remove any director without cause at any regular or special meeting, provided that the director to be removed has been notified in writing in the manner set forth in Article 5 – Meetings that such action would be considered at the meeting.

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Except as provided in this paragraph, any director may resign effective upon giving written notice to the chair of the Board, the president of Corporation/Organization, the secretary of Corporation/Organization, or the Board of Directors, unless the notice specifies a later time for the effectiveness of the resignation. If the resignation is effective at a future time, a successor may be designated to take office when the resignation becomes effective. Unless the Attorney General of Oklahoma is first notified, no director may resign when the Corporation/Organization would then be left without a duly elected director in charge of its affairs.

Any vacancy on the Board may be filled by vote of a two-thirds majority of the directors then in office, whether or not the number of directors then in office is less than a quorum, or by vote of a sole remaining director. No reduction of the authorized number of directors shall have the effect of removing any director before that director's term of office expires.

A Board member elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

#### **Resignation**

Each Board member shall have the right to resign at any time upon written notice thereof to the Chair of the Board, Secretary of the Board, or the Executive Director. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof, and the acceptance of such resignation shall take effect upon receipt thereof, and the acceptance of such resignation shall not be necessary to make it effective.

#### **Removal**

A Board member may be removed, with or without cause, at any duly constituted meeting of the Board, by the affirmative vote of a two-thirds majority of then-serving Board members.

#### **Meetings**

The Board's regular meetings may be held annually at 7:00 pm on the second Tuesday of January at the Stonebranch Clubhouse, 5890 N Ohio Street, Bartlesville, OK 74006. The Chair of the Board or any 3 regular Board members may call a special meeting of the Board with 2 days' written notice provided to each member of the Board. The notice shall be served upon each Board member via hand delivery, regular mail, email, or fax. The person(s) authorized to call such special meetings of the Board may also establish the place the meeting is to be conducted, so long as it is a reasonable place to hold any special meeting of the Board.

#### **Minutes**

The Secretary shall be responsible for the recording of all minutes of each and every meeting of the Board in which business shall be transacted in such order as the Board may determine from time to time. However, in the event that the Secretary is unavailable, the Chair of the Board shall appoint an individual to act as Secretary at the meeting. The Secretary, or the individual appointed to act as Secretary, shall prepare the minutes of the meetings, which shall be delivered to the Corporation/Organization to be placed in the minute books. A copy of the minutes shall be delivered to each Board member via either regular mail, hand delivered, emailed, or faxed within 60 business days after the close of each Board meeting.

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**Action by Written Consent**

Any action required by law to be taken at a meeting of the Board, or any action that may be taken at a meeting of the Board, may be taken without a meeting if consent in writing setting forth the action so taken shall be signed by all Board members. The number of directors in office must constitute a quorum for an action taken by unanimous written consent. Such consent shall be placed in the minute book of the Corporation/Organization and shall have the same force and effect as a unanimous vote of the Board taken at an actual meeting. The Board members' written consent may be executed in multiple counterparts or copies, each of which shall be deemed an original for all purposes. In addition, facsimile signatures and electronic signatures or other electronic "consent click" acknowledgments shall be effective as original signatures.

**Quorum**

At each meeting of the Board of Directors or Board Committees, the presence of 3 persons shall constitute a quorum for the transaction of business. If at any time the Board consists of an even number of members and a vote results in a tie, then the vote of the Chair of the Board shall be the deciding vote. The act of the majority of the Board members serving on the Board or Board Committees and present at a meeting in which there is a quorum shall be the act of the Board or Board Committees, unless otherwise provided by the Articles of Incorporation, these Bylaws, or a law specifically requiring otherwise. If a quorum is not present at a meeting, the Board members present may adjourn the meeting from time to time without further notice until a quorum shall be present. However, a Board member shall be considered present at any meeting of the Board or Board Committees if during the meeting he or she is present via telephone or web conferencing with the other Board members participating in the meeting.

**Voting**

Each Board member shall only have one vote.

**Proxy**

Board members shall not be allowed to vote by written proxy

**Board Member Attendance**

An elected Board Member who is absent from 4 consecutive regular meetings of the Board during a fiscal year shall be encouraged to reevaluate with the Chair of the Board his/her commitment to the Corporation/Organization. The Board may deem a Board member who has missed 4 consecutive meetings without such a reevaluation with the Chair to have resigned from the Board.

**ARTICLE 6 – OFFICERS****Officers and Duties**

The Board shall elect officers of the Corporation/Organization which shall include a Chair of the Board (Chief Executive Officer), a Vice Chair of the Board, President (Executive Director), Vice President, a Secretary, a Treasurer (Chief Financial Officer), and such other officers as the Board may designate by resolution. The same person may hold any number of offices, except that neither the Secretary nor the Treasurer may serve concurrently as the Chair of the Board or the President. In addition to the duties in accordance with this Article, officers shall conduct all other

duties typically pertaining to their offices and other such duties which may be required by law, Articles of Incorporation, or by these bylaws, subject to control of the Board of Directors, and they shall perform any other such additional duties which the Board of Directors may assign to them at their discretion.

The officers will be selected by the Board at its annual meeting, and shall serve the needs of the Board, subject to all the rights, if any, of any officer who may be under a contract of employment. Therefore, without any bias or predisposition to the rights of any officer that may be under any contract of employment, any officer may be removed with or without cause by the Board. All officers have the right to resign at any time by providing notice in writing to the Chair of the Board, President, and/or Secretary of the Corporation/Organization, without bias or predisposition to all rights, if any, of the Corporation/Organization under any contract to which said officer is a part thereof. All resignations shall become effective upon the date on which the written notice of resignation is received or at any time later as may be specified within the resignation; and unless otherwise indicated within the written notice, a stated acceptance of the resignation shall not be required to make the resignation effective.

Any and all vacancies in any office because of death, resignation, disqualification, removal, or for any other cause, shall be filled in accordance to the herein prescribed bylaws for regular appointments to such office. The compensation, if any, of the officers shall be fixed or determined by resolution of the Board of Directors.

**Chair of the Board (Chief Executive Officer)**

It shall be the responsibility of the Chair of the Board, when present, to preside over all meetings of the Board of Directors and Executive Committee. The Chair of the Board is authorized to execute, in the name of the Corporation/Organization, any and all contracts or other documents which may be authorized, either generally or specifically, by the Board to be executed by the Corporation/Organization, except when required by law that the President's signature must be provided.

**Vice Chair of the Board**

In the absence of the Chair of the Board, or in the event of his/her inability or refusal to act, it shall then be the responsibility of the Vice Chair of the Board to perform all the duties of the Chair of the Board, and in doing so, he/she shall have all authority and powers of and shall be subject to all of the restrictions on the Chair of the Board.

**President (Executive Director)**

It shall be the responsibility of the President, in general, to supervise and conduct all activities and operations of the Corporation/Organization, subject to the control, advice and consent of the Board of Directors. The President shall keep the Board of Directors completely informed, shall freely consult with them in relation to all activities of the Corporation/Organization, and shall see that all orders and/or resolutions of the Board are carried out to the effect intended. The Board of Directors may place the President under a contract of employment where appropriate. The President shall be empowered to act, speak for, or otherwise represent the Corporation/Organization between meetings of the Board. The President shall be responsible for the hiring and firing of all personnel, and shall be responsible for keeping the Board informed at

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all times of staff performance and for implementing any personnel policies which may be adopted and implemented by the Board. The President, at all times, is authorized to contract, receive, deposit, disburse and account for all funds of the Corporation/Organization, to execute in the name of the Corporation/Organization all contracts and other documents authorized either generally or specifically by the Board to be executed by the Corporation/Organization, and to negotiate any and all material business transactions of the Corporation/Organization.

**Vice President**

In the absence of the President, or in the event of his/her inability or refusal to act, it shall then be the responsibility of the Vice President to perform all the duties of the President, and in doing so shall have all authority and powers of, and shall be subject to all of the restrictions on, the President.

**Secretary**

The Secretary, or his/her designee, shall be the custodian of all records and documents of the Corporation/Organization, which are required to be kept at the principal office of the Corporation/Organization, and shall act as secretary at all meetings of the Board of Directors, and shall keep the minutes of all such meetings on file in hard copy or electronic format. S/he shall attend to the giving and serving of all notices of the Corporation/Organization and shall see that the seal of the Corporation/Organization, if any, is affixed to all documents, the execution of which on behalf of the Corporation/Organization under its seal is duly authorized in accordance with the provisions of these bylaws.

**Treasurer (Chief Financial Officer)**

It shall be the responsibility of the Treasurer to keep and maintain, or cause to be kept and maintained, adequate and accurate accounts of all the properties and business transactions of the Corporation/Organization, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements.

The Treasurer shall be responsible for ensuring the deposit of, or cause to be deposited, all money and other valuables as may be designated by the Board of Directors. Furthermore, the Treasurer shall disburse, or cause to be disbursed, the funds of the Corporation/Organization, as may be ordered by the Board of Directors, and shall render to the Chair of the Board, President, and directors, whenever they request it, an account of all the Treasurer's transactions as treasurer and of the financial condition of the Corporation/Organization.

The Treasurer shall give the Corporation/Organization a bond, if so requested and required by the Board of Directors, in the amount and with the surety or sureties specified by the Board for faithful performance of the duties of the Treasurer's office and for restoration to the Corporation/Organization of all its books, papers, vouchers, money and other property of every kind in the Treasurer's possession or under the Treasurer's control upon the Treasurer's death, resignation, retirement, or removal from office. The Corporation/Organization shall pay the cost of such a bond.

**ARTICLE 7 – COMMITTEES**

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**Committees of Directors**

The Board of Directors may, by resolution adopted by a majority of the directors then in office, provided that a quorum is present, designate one or more committees to exercise all or a portion of the authority of the Board, to the extent of the powers specifically delegated in the resolution of the Board or in these bylaws. Each such committee shall consist of two (2) or more directors, and may also include persons who are not on the Board but whom the directors believe to be reliable and competent to serve at the specific committee. However, committees exercising any authority of the Board of Directors may not have any non-director members. The Board may designate one or more alternative members of any committee who may replace any absent member at any meeting of the committee. The appointment of members or alternate members of a committee requires the vote of a majority of the directors then in office, provided that a quorum is present. The Board of Directors may also designate one or more advisory committees that do not have the authority of the Board. However, no committee, regardless of Board resolution, may:

- a) Approve of any action that, pursuant to applicable Law, would also require the affirmative vote of the members of the Board if this were a membership vote.
- b) Fill vacancies on, or remove the members of, the Board of Directors or any committee that has the authority of the Board.
  - c) Fix compensation of the directors serving on the Board or on any committee.
  - d) Amend or repeal the Articles of Incorporation or bylaws or adopt new bylaws.
  - e) Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or repealable.
  - f) Appoint any other committees of the Board of Directors or their members.
  - g) Approve a plan of merger, consolidation, voluntary dissolution, bankruptcy, or reorganization; or a plan for the sale, lease, or exchange of all or considerably all of the property and assets of the Corporation/Organization otherwise than in the usual and regular course of its business; or revoke any such plan.
  - h) Approve any self-dealing transaction, except as provided pursuant to law.

Unless otherwise authorized by the Board of Directors, no committee shall compel the Corporation/Organization in a contract or agreement or expend Corporation/Organization funds.

**Meetings and Actions of Committees**

Meetings and actions of all committees shall be governed by, and held and taken in accordance with, the provisions of Article 5 - Board of Directors of these bylaws concerning meetings and actions of the directors, with such changes in the context of those bylaws as are necessary to

substitute the committee and its members for the Board of Directors and its members, except that the time for regular meetings of committees may be determined either by resolution of the Board of Directors or by resolution of the committee. Special meetings of committees may also be called by resolution of the Board of Directors. Notice of special meetings of committees shall also be given to any and all alternate members, who shall have the right to attend all meetings of the committee. Minutes shall be kept of each meeting of any committee and shall be filed with the Corporation/Organization records. The Board of Directors may adopt rules not consistent with the provisions of these bylaws for the governance of any committee.

If a director relies on information prepared by a committee of the Board on which the director does not serve, the committee must be composed exclusively of any or any combination of (a) directors, (b) directors or employees of the Corporation/Organization whom the director believes to be reliable and competent in the matters presented, or (c) counsel, independent accountants, or other persons as to matters which the director believes to be within that person's professional or expert competence.

### **ARTICLE 8 - STANDARD OF CARE**

#### **General**

A director shall perform all the duties of a director, including, but not limited to, duties as a member of any committee of the Board on which the director may serve, in such a manner as the director deems to be in the best interest of the Corporation/Organization and with such care, including reasonable inquiry, as an ordinary, prudent, and reasonable person in a similar situation may exercise under similar circumstances.

In the performance of the duties of a director, a director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by:

- a) One or more officers or employees of the Corporation/Organization whom the director deems to be reliable and competent in the matters presented;
- b) Counsel, independent accountants, or other persons, as to the matters which the director deems to be within such person's professional or expert competence; or
- c) A committee of the Board upon which the director does not serve, as to matters within its designated authority, which committee the director deems to merit confidence,

so long as in any such case the director acts in good faith, after reasonable inquiry when the need may be indicated by the circumstances, and without knowledge that would cause such reliance to be unwarranted.

Except as herein provided in Article 8 - Standard of Care, any person who performs the duties of a director in accordance with the above shall have no liability based upon any failure or alleged

failure to discharge that person's obligations as a director, including, without limitation of the following, any actions or omissions which exceed or defeat a public or charitable purpose to which the Corporation/Organization, or assets held by it, are dedicated.

#### **Loans**

The Corporation/Organization shall not make any loan of money or property to, or guarantee the obligation of, any director or officer, unless approved by the Oklahoma Attorney General; provided, however, that the Corporation/Organization may advance money to a director or officer of the Corporation/Organization or any subsidiary for expenses reasonably anticipated to be incurred in the performance of the duties of such officer or director so long as such individual would be entitled to be reimbursed for such expenses absent that advance.

#### **Conflict of Interest**

The purpose of the Conflict of Interest policy is to protect the Corporation/Organization's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of one of its officers or directors, or that might otherwise result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable corporations/organizations and is not intended as an exclusive statement of responsibilities.

#### **Restriction on Interested Directors**

Not more than Exclude 100%% (percent) of the persons serving on the Board of Directors at any time may be interested persons. An interested person is (1) any person currently being compensated by the Corporation/Organization for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director; and (2) any brother, sister, parent, ancestor, descendent, spouse, brother-in-law, sister-in-law, son-in-law, mother-in-law, or father-in-law of any such person. However, any violation of the provisions of this section shall not affect the validity or enforceability of any transaction entered into by the interested person.

#### **Duty to Disclose**

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors who are considering the proposed transaction or arrangement.

#### **Establishing a Conflict of Interest**

After the disclosure of the financial interest and all material facts, and after any discussion with the interested person, the interested person shall leave the Board meeting while the potential conflict of interest is discussed and voted upon. The remaining Board members shall decide if a conflict of interest exists.

#### **Addressing a Conflict of Interest**

In the event that the Board should establish that a proposed transaction or arrangement establishes a conflict of interest, the Board shall then proceed with the following actions:

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- a) Any interested person may render a request or report at the Board meeting, but upon completion of said request or report the individual shall be excused while the Board discusses the information and/or material presented and then votes on the transaction or arrangement proposed involving the possible conflict of interest.
- b) The Chair of the Board of the Board shall, if deemed necessary and appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
  - c) After exercising due diligence, the Board shall determine whether the Corporation/Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
  - d) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the best interest of the Corporation/Organization, for its own benefit, and whether it is fair and reasonable. It shall make its decision as to whether to enter into the transaction arrangement in conformity with this determination.

*Violations of Conflict of Interest Policy*

Should the Board have reasonable cause to believe an interested person has failed to disclose actual or possible conflicts of interest, the Board shall then inform the interested person of the basis for such belief and afford the interested person an opportunity to explain the alleged failure to disclose.

If, after hearing the interested person's explanation, and after making further investigation as may be warranted in consideration of the circumstances, the Board determines the interested person intentionally failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

**Procedures and Records**

All minutes of the Board Meetings, when applicable, shall contain the following information:

- a) The names of all the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's decision as to whether a conflict of interest in fact existed.
- b) The names of the persons who were present for discussions and any votes relating to the transaction or arrangement, the content of the discussions, including any alternatives to the proposed transaction or arrangement, and a record of any vote taken in connection with the proceedings.

**Acknowledgement of Conflict of Interest Policy**

Each director, principal officer, and member of a committee with Board delegated powers shall be required to sign a statement which affirms that such person:

- a) Has received a copy of the conflict of interest policy;
- b) Has read and understands the policy;
- c) Has agreed to comply with the policy; and
- d) Understands that the Corporation/Organization is charitable, and in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

**Violation of Loyalty - Self-Dealing Contracts**

A self-dealing contract is any contract or transaction (i) between this Corporation/Organization and one or more of its Directors, or between this Corporation/Organization and any corporation, firm, or association in which one or more of the Directors has a material financial interest ("Interested Director"), or (ii) between this Corporation/Organization and a corporation, firm, or association of which one or more of its directors are Directors of this Corporation/Organization. Said self-dealing shall not be void or voidable because such Director(s) of corporation, firm, or association are parties or because said Director(s) are present at the meeting of the Board of Directors or committee which authorizes, approves or ratifies the self-dealing contract, if:

- a) All material facts are fully disclosed to or otherwise known by the members of the Board and the self-dealing contract is approved by the Interested Director in good faith (without including the vote of any membership owned by said interested Director(s));
- b) All material facts are fully disclosed to or otherwise known by the Board of Directors or committee, and the Board of Directors or committee authorizes, approves, or ratifies the self-dealing contract in good faith—without counting the vote of the interest Director(s)—and the contract is just and reasonable as to the Corporation/Organization at the time it is authorized, approved, or ratified; or
- c) As to contracts not approved as provided in above sections (a) and/or (b), the person asserting the validity of the self-dealing contract sustains the burden of proving that the contract was just and reasonable as to the Corporation/Organization at the time it was authorized, approved, or ratified.

Interested Director(s) may be counted in determining the presence of a quorum at a meeting of the Board of Directors or a committee thereof, which authorizes, approves, or ratifies a contract or transaction as provided for and contained in this section.

**Indemnification**

To the fullest extent permitted by law, the Corporation/Organization shall indemnify its "agents," as described by law, including its directors, officers, employees and volunteers, and including persons formerly occupying any such position, and their heirs, executors and administrators, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," and including any action by or in the right of the Corporation/Organization, by reason of the fact that the person is or was a person as described in the Non-Profit Corporation Act. Such right of indemnification shall not be deemed exclusive of any other right to which such persons may be entitled apart from this Article.

The Corporation/Organization shall have the power to purchase and maintain insurance on behalf of any agent of the Corporation/Organization, to the fullest extent permitted by law, against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, or to give other indemnification to the extent permitted by law.

## **ARTICLE 9 – EXECUTION OF CORPORATE INSTRUMENTS**

### **Execution of Corporate Instruments**

The Board of Directors may, at its discretion, determine the method and designate the signatory officer or officers, or other person or persons, to execute any corporate instrument or document, or to sign the corporate name without limitation, except when otherwise provided by law, and such execution or signature shall be binding upon the Corporation/Organization.

Unless otherwise specifically determined by the Board of Directors or otherwise required by law, formal contracts of the Corporation/Organization, promissory notes, deeds of trust, mortgages, other evidences of indebtedness of the Corporation/Organization, other corporate/organization instruments or documents, memberships in other corporations/organizations, and certificates of shares of stock owned by the Corporation/Organization shall be executed, signed, and/or endorsed by the President, Vice-president, Secretary, Treasurer.

All checks and drafts drawn on banks or other depositories on funds to the credit of the Corporation/Organization, or in special accounts of the Corporation/Organization, shall be signed by such person or persons as the Board of Directors shall authorize to do so.

### **Loans and Contracts**

No loans or advances shall be contracted on behalf of the Corporation/Organization and no note or other evidence of indebtedness shall be issued in its name unless and except as the specific transaction is authorized by the Board of Directors. Without the express and specific authorization of the Board, no officer or other agent of the Corporation/Organization may enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation/Organization.

## **ARTICLE 10 – RECORDS AND REPORTS**

### **Maintenance and Inspection of Articles and Bylaws**

The Corporation/Organization shall keep at its principal office the original or a copy of its Articles of Incorporation and bylaws as amended to date, which shall be open to inspection by the directors at all reasonable times during office hours.

**Maintenance and Inspection of Federal Tax Exemption Application and Annual Information Returns**

The Corporation/Organization shall keep at its principal office a copy of its federal tax exemption application and its annual information returns for three years from their date of filing, which shall be open to public inspection and copying to the extent required by law.

**Maintenance and Inspection of Other Corporate Records**

The Corporation/Organization shall keep adequate and correct books and records of accounts and written minutes of the proceedings of the Board and committees of the Board. All such records shall be kept at a place or places as designated by the Board and committees of the Board, or in the absence of such designation, at the principal office of the Corporation/Organization. The minutes shall be kept in written or typed form, and other books and records shall be kept either in written or typed form or in any form capable of being converted into written, typed, or printed form. Upon leaving office, each officer, employee, or agent of the Corporation/Organization shall turn over to his or her successor or the Chair of the Board or President, in good order, such corporate/organization monies, books, records, minutes, lists, documents, contracts or other property of the Corporation/Organization as have been in the custody of such officer, employee, or agent during his or her term of office.

Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of the Corporation/Organization and each of its subsidiary corporations/organizations. The inspection may be made in person or by an agent or attorney, and shall include the right to copy and make extracts of documents.

**Preparation of Annual Financial Statements**

The Corporation/Organization shall prepare annual financial statements using generally accepted accounting principles. Such statements shall be audited by an independent certified public accountant, in conformity with generally accepted accounting standards. The Corporation/Organization shall make these financial statements available to the Oklahoma Attorney General and members of the public for inspection no later than 60 days after the close of the fiscal year to which the statements relate.

**Reports**

The Board shall ensure an annual report is sent to all directors within 60 days after the end of the fiscal year of the Corporation/Organization, which shall contain the following information:

- a) The assets and liabilities, including trust funds, of this corporation at the end of the fiscal year.
- b) The principal changes in assets and liabilities, including trust funds, during the fiscal year.

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- c) The expenses or disbursements of the Corporation/Organization for both general and restricted purposes during the fiscal year.
- d) The information required by Non-Profit Corporation Act concerning certain self-dealing transactions involving more than \$50,000 or indemnifications involving more than \$10,000 which took place during the fiscal year.

The report shall be accompanied by any pertinent report from an independent accountant or, if there is no such report, the certificate of an authorized officer of the Corporation/Organization that such statements were prepared without audit from the books and records of the Corporation/Organization.

#### **ARTICLE 11 – FISCAL YEAR**

The fiscal year for this Corporation/Organization shall end on December 31.

#### **ARTICLE 12 – AMENDMENTS AND REVISIONS**

These bylaws may be adopted, amended, or repealed by the vote of a simple majority of the directors then in office. Such action is authorized only at a duly called and held meeting of the Board of Directors for which written notice of such meeting, setting forth the proposed bylaw revisions with explanations therefore, is given in accordance with these bylaws. If any provision of these bylaws requires the vote of a larger portion of the Board than is otherwise required by law, that provision may not be altered, amended or repealed by that greater vote.

#### **ARTICLE 13 – CORPORATE/ORGANIZATION SEAL**

The Board of Directors may adopt, use, and alter a corporate/organization seal. The seal shall be kept at the principal office of the Corporation/Organization. Failure to affix the seal to any corporate/organization instrument, however, shall not affect the validity of that instrument.

#### **ARTICLE 14 – CONSTRUCTION AND DEFINITIONS**

Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in the Non-Profit Corporation Act as amended from time to time shall govern the construction of these bylaws. Without limiting the generality of the foregoing, the masculine gender includes the feminine and neuter, the singular number includes the plural and the plural number includes the singular, and the term "person" includes a Corporation/Organization as well as a natural person. If any competent court of law shall deem any portion of these bylaws invalid or inoperative, then so far as is reasonable and possible (i) the remainder of these bylaws shall be considered valid and operative, and (ii) effect shall be given to the intent manifested by the portion deemed invalid or inoperative.

#### **CERTIFICATE OF SECRETARY**

BK 1142 PG 1655

I, Karen Taylor, certify that I am the current elected and acting Secretary of the benefit Corporation/Organization, and the above bylaws are the bylaws of this Corporation/Organization as adopted by the Board of Directors on , and that they have not been amended or modified since the above.

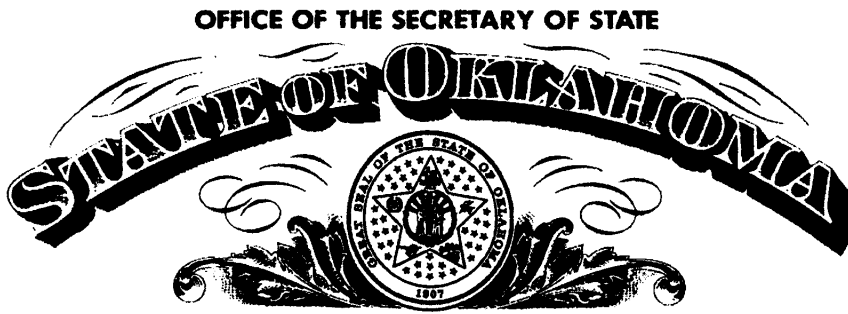
**EXECUTED** on this day of 22<sup>nd</sup> December, 2015, in the County of Oklahoma in the State of Oklahoma.



Karen Taylor  
(Duly Elected Secretary)

Alesa Bailey

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**NOT FOR PROFIT  
CERTIFICATE OF INCORPORATION**

*WHEREAS, the Not For Profit Certificate of Incorporation of*

**STONEBRANCH HOMEOWNERS ASSOCIATION**

*has been filed in the office of the Secretary of State as provided by the laws of the State of Oklahoma.*

*NOW THEREFORE, I, the undersigned, Secretary of State of the State of Oklahoma, by virtue of the powers vested in me by law, do hereby issue this certificate evidencing such filing.*

*IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the Great Seal of the State of Oklahoma.*



*Filed in the city of Oklahoma City this  
4th day of May, 2015.*

*Secretary of State*



# CERTIFICATE OF INCORPORATION

(Oklahoma Not for Profit Corporation)

BK 1142 PG 1658

Filing Fee \$25.00

TO: OKLAHOMA SECRETARY OF STATE  
2300 N. Lincoln Blvd., Room 101, State Capitol  
Oklahoma City, Oklahoma 73105-4897  
(405) 522-2520

I hereby execute the following articles for the purpose of forming an Oklahoma not for profit corporation pursuant to the provisions of Title 18, Section 1006:

1. Name of the corporation: (Note: The name of the corporation shall contain one of the words **association, company, corporation, club, foundation, fund, incorporated, institute, society, union, syndicate, limited** or any abbreviations thereof, with or without punctuation, which shall be such as to distinguish it upon the records in the Office of the Secretary of State.)

STONEBRANCH HOMEOWNERS ASSOCIATION

2. NAME and the street address of the registered agent for service of process in the State of Oklahoma:

❖ The registered agent shall be the corporation itself, an individual resident of Oklahoma, or a domestic or qualified foreign corporation, limited liability company, or limited partnership.

BRENT TAYLOR      3650 SE CAMELOT DR.    BARTLESVILLE    Oklahoma    74006    WASHINGTON

Name	Street Address	City	State	Zip Code	County
(P.O. BOXES ARE <u>NOT</u> ACCEPTABLE)					

3. In the event the corporation is a CHURCH, the street address of its location in Oklahoma:

Street Address	City	Oklahoma	State	Zip Code
(P.O. BOXES ARE <u>NOT</u> ACCEPTABLE)				

4. Duration of the corporation is perpetual, unless otherwise stated: \_\_\_\_\_

5. Nature of the business or purposes for which the corporation is being formed:

❖ It shall be sufficient to state, either alone or with other businesses or purposes, that the purpose of the corporation is to **engage in any lawful act or activity for which corporations may be organized under the general corporation law of Oklahoma.**

<p>The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the general corporation law of Oklahoma.</p>	<p>RECEIVED OK SEC. OF STATE MAY 04 2015</p>
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6. This corporation does not have authority to issue capital stock.

7. This corporation is not for profit, and as such the corporation does not afford pecuniary gain, incidentally or otherwise, to its members.

8. Number of trustees or directors to be elected at the first meeting: three (3)  
❖ There must be at least one (1) trustee or director elected.

9. Names and mailing addresses of each person who will serve as a trustee or director:

❖ There must be at least one (1) trustee or director.

<u>Name</u>	<u>Mailing Address</u>	<u>City</u>	<u>State</u>	<u>Zip Code</u>
BRENT TAYLOR	3650 SE CAMELOT DR.	BARTLESVILLE	OK	74006
KAREN TAYLOR	3650 SE CAMELOT DR.	BARTLESVILLE	OK	74006
CHUCK MARTZ	3650 SE CAMELOT DR.	BARTLESVILLE	OK	74006

10. Names and mailing addresses of the undersigned incorporators:

❖ There must be at least three (3) incorporators.

<u>Name</u>	<u>Mailing Address</u>	<u>City</u>	<u>State</u>	<u>Zip Code</u>
BRENT TAYLOR	3650 SE CAMELOT DR.	BARTLESVILLE	OK	74006
JERRY M. MADDUX	416 EAST FIFTH ST.	BARTLESVILLE	OK	74003
VICKY L. TYNDALL	416 EAST FIFTH ST.	BARTLESVILLE	OK	74003

11. E-MAIL address of the primary contact for the registered business:

Brenttaylor11@gmail.com

The certificate of incorporation must be signed by all incorporators stated within article #10.

• Signature of Incorporator: [Signature] Dated: 4-29-15

• Signature of Incorporator: [Signature] Dated: 5-1-15

• Signature of Incorporator: [Signature] Dated: 5-1-15