

W1

BARRINGTON DEVELOPMENT LLC  
8312 W RENO, SUITE B  
OKLAHOMA CITY, OK 73127



20131120011627180  
11/20/2013 11:26:14 AM  
Bk:RE12409 Pg:46 Pgs:3 AMEN  
State of Oklahoma  
County of Oklahoma  
Oklahoma County Clerk  
Carolynn Caudill

**Sixth Amendment of**  
**Covenants, Conditions and Restrictions**  
**and NOTICE, DISCLOSURE & DISCLAIMER TO FUTURE BUYERS)**  
**OF BARRINGTON SECTION 1**

A part of the NE 1/4 of Section 29, T14N, R3W, I.M.  
Oklahoma City, Oklahoma County, Oklahoma

**KNOW ALL MEN BY THESE PRESENTS:**

BARRINGTON DEVELOPMENT, LLC, an Oklahoma limited liability company, as assigned by WINCHESTER DEVELOPMENT, LLC, an Oklahoma limited liability company, hereafter referred to as the "Declarant," previously recorded and filed the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Barrington Section 1 at the Office of the Oklahoma County Clerk at Book 9523, Pages 1112-1136, that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Barrington Section 1 at the Office of the Oklahoma County Clerk at Book 9523, Pages 1852-1853, that certain Second Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Barrington Section 1 at the Office of the Oklahoma County Clerk at Book 9694, Pages 246-252, and that Supplemental Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Barrington Section 1 at the Office of the Oklahoma County Clerk at Book 10421, Pages 1017-1019, and that certain Third Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Barrington Section 1 at the Office of the Oklahoma County Clerk at Book 11039, Pages 1561-1562, that certain Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Barrington Section 1 at the Office of the Oklahoma County Clerk at Book RE11566, Pages 504-511 and that certain Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Barrington Section 1 at the Office of the Oklahoma County Clerk at Book RE12377, Pages 1675-1682, (collectively "Declaration")(collectively "Declaration").

WHEREAS, Section 11 of the Declaration states that so long as Declarant owns any property within Barrington, as defined in the Declaration, Declarant may amend the Declaration for any purpose;

WHEREAS, Declarant owns property within Barrington;

NOW, THEREFORE, pursuant to Section 11 of the Declaration, Declarant does hereby amend and restate Section 4.2 of the Declaration as follows:


"4.2 The committee in charge of architectural review ("the Architectural Committee") shall be composed of three (3) or more natural persons. As long as the Declarant owns any Lots within Barrington, the Architectural Committee shall be composed of James A. Fincher, Cheryl Fincher, and Sherry Hamilton, or such persons as Declarant elects. The affirmative vote of a majority of the members of the Architectural Committee (which shall be the required quorum of the Committee) shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in the By-Laws. Upon the sale of the Declarant's final Lot within Barrington, or earlier solely at Declarant's option, the Board shall appoint the members of the Architectural Committee, and such persons shall serve at the pleasure of the Board.

Prior to the sale of Declarant's final Lot within Barrington, the Architectural Committee may assign a portion of its architectural review rights, to the Board. The assignment may be limited in scope, time and function at the sole discretion of Architectural Committee. The Architectural Committee's assignment of any or all of the rights under this Section 4.2 shall occur by written notice from the Architectural Committee to the Board including the terms, conditions and scope of the assignment of architectural review rights. The Architectural Committee may terminate any assignment of such rights at any time by written notice to the Board."

[The remainder of page intentionally blank]

IN WITNESS WHEREOF, the undersigned have executed this Sixth Amendment of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers of Barrington Section 1) the 14<sup>th</sup> day of November, 2013.

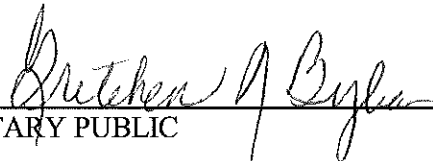
BARRINGTON DEVELOPMENT, LLC,  
an Oklahoma limited liability company

By:   
Cheryl Fincher, Manager

STATE OF OKLAHOMA                     )  
   ) SS  
COUNTY OF OKLAHOMA                 )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of November, 2013, by Cheryl Fincher, Manager of Barrington Development, LLC, an Oklahoma limited liability company.



  
NOTARY PUBLIC

MY COMMISSION EXPIRES:  
9-14-16

20131120011627180  
Filing Fee: \$17.00

11/20/2013 11:26:14 AM  
AMEN



20131009011431850  
10/09/2013 03:16:59 PM  
Bk:RE12377 Pg:1675 Pgs:8 DECL  
State of Oklahoma  
County of Oklahoma  
Oklahoma County Clerk  
Carolynn Caudill

**Supplemental Declaration and Fifth Amendment of**  
**Covenants, Conditions and Restrictions**  
**and NOTICE, DISCLOSURE & DISCLAIMER TO FUTURE BUYERS)**  
**OF BARRINGTON SECTION 1**

A part of the NE 1/4 of Section 29, T14N, R3W, I.M.  
Oklahoma City, Oklahoma County, Oklahoma

**KNOW ALL MEN BY THESE PRESENTS:**

WINCHESTER DEVELOPMENT, LLC, an Oklahoma limited liability company, hereafter referred to as the "Declarant," previously recorded and filed the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Barrington Section 1 at the Office of the Oklahoma County Clerk at Book 9523, Pages 1112-1136, that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Barrington Section 1 at the Office of the Oklahoma County Clerk at Book 9523, Pages 1852-1853, that certain Second Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Barrington Section 1 at the Office of the Oklahoma County Clerk at Book 9694, Pages 246-252, and that Supplemental Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Barrington Section 1 at the Office of the Oklahoma County Clerk at Book 10421, Pages 1017-1019, and that certain Third Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Barrington Section 1 at the Office of the Oklahoma County Clerk at Book 11039, Pages 1561-1562, and that certain Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Barrington Section 1 at the Office of the Oklahoma County Clerk at Book RE11566, Pages 504-511, (collectively "Declaration")(collectively "Declaration").

WHEREAS, Section 17.17 of the Declaration states that Declarant may assign its rights under the Declaration to any third party;

WHEREAS, Declarant desires to assign its rights as Declarant to Barrington Development, LLC ("Barrington Development") and Barrington Development accepts such assignment;

WHEREAS, Barrington Development shall be hereinafter referred to as "Declarant;"

W1  
BARRINGTON DEVELOPMENT  
8312 W RENO STE B  
OKLAHOMA CITY, OK 73127

8/27

WHEREAS, Section 17.11 of the Declaration states that future sections of Barrington, as defined in the Declaration, may be subject to the Declaration, at the sole discretion of the Declarant;

WHEREAS, Fernleaf Development, LLC, an Oklahoma limited liability company ("Fernleaf Development"), is the owner of the land platted as Barrington Section 4, and further described in the attached **Exhibit "A"** recorded at the Office of the Oklahoma County Clerk at Book PL71 and Page 4 ("Barrington Section 4").

WHEREAS, Barrington Section 4 is located within the property defined as Barrington in the Declaration;

WHEREAS, Declarant and Fernleaf Development desire to submit the land and improvements constructed thereon to Oklahoma's Real Estate Development Act (Title 60 O.S. 1971, Sections 851-855, as amended);

WHEREAS, Declarant and Fernleaf Development desire to subject Barrington Section 4 to the Declaration;

WHEREAS, Section 11 of the Declaration states that so long as Declarant owns any property within Barrington, as defined in the Declaration, Declarant may amend the Declaration for any purpose;

WHEREAS, Declarant owns property within Barrington;

WHEREAS, pursuant to Section 4.3.1 of the Declaration, Declarant shall have the sole authority to amend the Design Guidelines at its sole discretion;

NOW, THEREFORE, pursuant to Section 17.11 of the Declaration, Declarant does hereby publish and declare that the land and its improvements are hereby subjected to the Declaration upon the recording hereof, in accordance with and subject to the provisions of the Oklahoma Real Estate Development Act, and that the covenants, conditions, restrictions, use limitations, obligations, and provisions hereof shall be deemed to run with the land herein described and shall be for the use and benefit to the Declarant, its successors and assigns, and to any person or entity acquiring or owning an interest in the land and improvements, or any person thereof, their grantees, successors, heirs, personal representatives, devisees and assigns.

NOW, THEREFORE, pursuant to Section 17.9 of the Declaration, Declarant does hereby amend the Declaration as follows:

1. A new Section 1.21 shall be added to the Declaration as follows:


1.20 "Barrington Section 4" means the real property platted as Barrington Section 4 and more particularly described on **Exhibit "A"** of that certain Supplemental Declaration and Fifth Amendment of Covenants, Conditions

and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers)  
of Barrington Section 1.

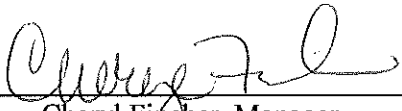
2. The Declaration shall be amended to reflect that the "Design Guidelines" for purposes of all Barrington Section 4 property shall be the Design Guidelines reflected on **Exhibit "C-3"** attached hereto and incorporated by reference. This amendment shall not affect the Design Guidelines for all other PROPERTY as defined in the Declaration as has been amended from time to time.

IN WITNESS WHEREOF, the undersigned have executed this Supplemental Declaration and Fifth Amendment of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers of Barrington Section 1) the 9th day of October, 2013.

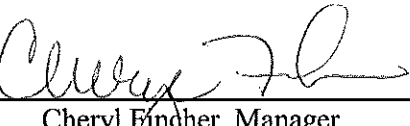
WINCHESTER DEVELOPMENT, LLC,  
an Oklahoma limited liability company

By:   
Cheryl Fincher, Manager

BARRINGTON DEVELOPMENT, LLC,  
an Oklahoma limited liability company

By:   
Cheryl Fincher, Manager

FERNLEAF DEVELOPMENT, LLC,  
an Oklahoma limited liability company

By:   
Cheryl Fincher, Manager

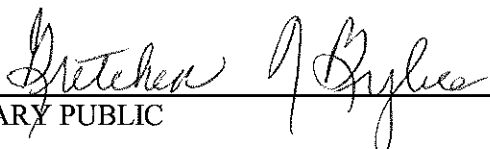
STATE OF OKLAHOMA            )  
  ) SS  
COUNTY OF OKLAHOMA        )

The foregoing instrument was acknowledged before me this 9th day of October, 2013, by Cheryl Fincher, Manager of Winchester Development, LLC, an Oklahoma limited liability company.

MY COMMISSION EXPIRES:

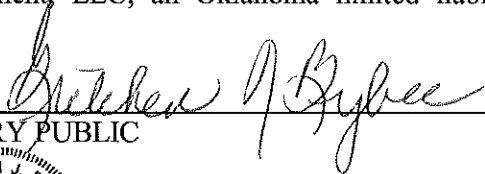
9-14-16



  
NOTARY PUBLIC

STATE OF OKLAHOMA                    )  
  ) SS  
COUNTY OF OKLAHOMA                )

The foregoing instrument was acknowledged before me this 9th day of October, 2013, by Cheryl Fincher, Manager of Barrington Development, LLC, an Oklahoma limited liability company.

  
\_\_\_\_\_  
NOTARY PUBLIC

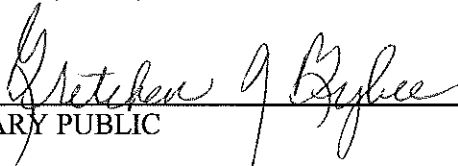
MY COMMISSION EXPIRES:

9-14-16



STATE OF OKLAHOMA                    )  
  ) SS  
COUNTY OF OKLAHOMA                )

The foregoing instrument was acknowledged before me this 9th day of October, 2013, by Cheryl Fincher, Manager of Fernleaf Development, LLC, an Oklahoma limited liability company.

  
\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

9-14-16



## EXHIBIT "A"

### LEGAL DESCRIPTION

A part of the Northeast Quarter of Section 29, T 14 N, R 3 W. of the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows:

COMMENCING at the Northeast corner of the said Section 29; thence North 89°07'40" West along the North line thereof a distance of 2215.17 feet to the POINT OF BEGINNING said point also being the Northwest corner of BARRINGTON, SECTION 1, Oklahoma County, Oklahoma, according to the recorded plat thereof:

Thence along the Westerly line of the said BARRINGTON, SECTION 1 for the following twenty-seven (27) courses:

1. thence South 00°52'20" West, a distance of 50.00 feet;
2. thence South 44°07'40" East, a distance of 35.36 feet;
3. thence South 00°52'20" West, a distance of 23.01 feet;
4. thence along a curve to the left having a radius 540.00 feet a distance of 177.95 feet along said curve having a chord direction of South 08°34'06" East and a chord length of 177.15 feet;
5. thence South 18°00'32" East, a distance of 164.33 feet;
6. thence along a curve to the right having a radius of 60.00 feet a distance of 18.86 feet along said curve having a chord direction of South 09°00'16" East and a chord length of 18.78 feet;
7. thence South 00°00'00" West a distance of 135.58 feet;
8. thence South 45°04'51" West, a distance of 35.31 feet;
9. thence North 89°50'18" West, a distance of 14.86 feet;
10. thence South 00°09'42" West, a distance of 50.00 feet;
11. thence South 89°50'18" East, a distance of 521.84 feet;
12. thence South 48°56'33" East, a distance of 60.61 feet;
13. thence South 12°43'57" East, a distance of 66.85 feet;
14. thence along a curve to the left having a radius of 963.74 feet a distance of 148.32 feet along said curve having a chord direction of South 17°08'30" East and a chord length of 148.18 feet;
15. thence South 22°00'01" West, a distance of 34.45 feet;
16. thence South 65°33'03" West, a distance of 15.95 feet;
17. thence South 24°26'57" East, a distance of 50.00 feet;
18. thence North 65°33'03" East, a distance of 15.95 feet;
19. thence South 70°53'55" East, a distance of 34.45 feet;
20. thence along a curve to the left having a radius 963.74 feet a distance of 117.02 feet along said curve having a chord direction of South 30°49'34" East and a chord length of 116.94 feet;
21. thence South 34°18'17" East, a distance of 160.16 feet;
22. thence South 10°41'43" West, a distance of 35.36 feet;
23. thence South 55°41'43" West, a distance of 15.00 feet;
24. thence South 34°18'17" East, a distance of 50.00 feet;
25. thence North 55°41'43" East, a distance of 15.00 feet;
26. thence South 79°18'17" East, a distance of 35.36 feet;
27. thence South 34°18'17" East, a distance of 145.27 feet to the Northeast corner of BARRINGTON, SECTION 3, Oklahoma County, Oklahoma, according to the recorded plat thereof;

Thence along the Northerly and Westerly line of BARRINGTON, SECTION 3, for the following six (6) courses:

1. thence South 55°41'43" West, a distance of 128.22 feet;
2. thence South 74°12'32" West, a distance of 192.81 feet;
3. thence North 89°50'18" West, a distance of 912.72 feet;
4. thence North 66°16'05" West, a distance of 50.00 feet;
5. thence along a curve to the left having a radius of 425.00 feet a distance of 45.52 feet along said curve having a chord direction of South 20°39'49" West and a chord length of 45.50 feet;
6. thence North 76°03'43" West, a distance of 186.61 feet to a point on the West line of the said Northeast Quarter of Section 29;

Thence along the East line of Mulholland IV, Oklahoma County, Oklahoma according to recorded plat thereof, for the following two (2) courses:

1. thence North 33°22'41" East, a distance of 269.65 feet;
2. thence North 00°25'19" West, a distance of 1,309.93 feet to a point on the North line of the said Section 29;

thence South 89°07'40" East along said North line a distance of 290.09 feet to the POINT OF BEGINNING.

Containing 1,210,916.96 square feet or 27.7988 acres, more or less.



**OWNER'S RESTRICTIONS AND PROTECTIVE COVENANTS  
BARRINGTON SECTION 4**

**EXHIBIT "C-3"  
DESIGN GUIDELINES**

This Design Guidelines supplements the Covenants, Conditions, Restrictions, and Notice, Disclosure & Disclaimer to Future Buyers of BARRINGTON SECTION 1 ("Declaration"). The words and phrases herein contained shall have the meanings ascribed thereto in the Declaration unless expressly provided otherwise herein or unless the context or use indicates another or different meaning or intent. In addition to the terms and conditions contained in the Declaration, the following design guidelines, which shall be amended and restated at any time in accordance with the Declaration, are as follows:

1. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two (2) stories in height and a private garage for not less than two (2) and not more than four (4) automobiles and other outbuildings incidental to residential use of the plat. Any incidental outbuildings shall be brick veneer with the same brick as the main building, at the option of the Architectural Committee, and shall be approved as to design and locations by the Architectural Committee.

2. No building shall be erected or altered in this subdivision until the building plans, specifications, including roofing and plot plan showing the location of such building has been approved in writing as to conformity and harmony of external design with existing structures in the subdivision and in conformity with the Architectural Committee's design philosophy and as to location of the building in respect to topography and finished grade elevation by a Architectural Committee, composed of Cheryl Fincher, Sherry Hamilton and James A. Fincher or by a representative designated by a majority of the members of said committee. In the event of the death or resignation of any members of said committee, the remaining member or members shall have full authority to designate a successor. In the event said committee or its designated representative fails to approve or disapprove within thirty (30) days after said plans and specifications have been submitted to it or in any event if no suit to enjoin the constructions has been commenced prior to the completion of construction of said plans, approval will not be required and this covenant shall be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

No main residential building shall ever be erected, placed or constructed or any lot or building site in this subdivision unless at least eighty percent (80%) of the first floor exterior walls thereof be of brick, brick veneer, stone or stone veneer or other material specifically approved by the Architectural Committee, provided however, that all windows or doors located in said exterior walls shall be excluded in the determination of the areas of eighty percent (80%) of said exterior walls and further provided that where a gable-type roof is constructed and a part of the exterior walls are

extended above the interior room ceiling line due to the construction of such gable-type roof, then that portion of such wall or walls extending above the interior room ceiling height may be constructed of wood material and also likewise excluded from the square foot area in determining what constitutes eighty percent (80%) of the exterior walls of said residential building.

3. The Declarant or the Architectural Committee composed of Cheryl Fincher, Sherry Hamilton and James A. Fincher is hereby granted the right to grant exceptions or waive any and all restrictions imposed by this document. Said waiver must be in writing and recorded of record to be a valid waiver. Any such waiver will be at the sole discretion of the Declarant or the Architectural Committee and any waiver shall not obligate the Architectural Committee to grant similar waivers in the future.

4. No business, trade or commercial activity shall be carried on upon any residential lot, unless transacted completely within the home itself and without disturbance to neighbors. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No mobile home, trailer, camper, boat, motor home, truck or like equipment may be parked, stored, kept, repaired or serviced on any lot between the building line and the front property line or on corner lots, the side building line and the street side property line for each lot as shown on the recorded plat of PROPERTY. The intent of this covenant is to prohibit the parking or storage of any or all vehicles or equipment other than conventional passenger automobiles in operating condition, in the afore described areas of each lot.

5. No structure of a temporary character, trailer, basements, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a resident either temporarily or permanently. No existing structure of any type may be moved onto any lot in this addition from another location.

6. All fencing materials and fencing locations shall be approved by the Architectural Committee. No fencing shall be allowed in the front of the home. No fencing shall be allowed between the front of the home and the curb. No fencing will be allowed between the building lines (front or side) as shown on the plat of the PROPERTY and the curb.

7. The Architectural Committee shall determine, in its sole and absolute discretion, the size of the ground floor living area of any single story home, and total living area up and down for any two story home, based upon its determination of what is suitable for the neighborhood. No roofing material, valley or ridge shall be sued on any structure located on any lot in PROPERTY without the approval of the Architectural Committee.

8. Set backs from front and side building lines as shown on the plat are absolute minimum and the Architectural Committee shall require further set backs as they, in their sole discretion, determine as appropriate for the architectural and aesthetic harmony of the addition.

9. No skateboard ramps shall be allowed on any lot in PROPERTY.

10. No outside antennas shall extend beyond five feet of the roof line.

11. No electric windmills shall be allowed on any lot in PROPERTY.
12. No existing structure of any type may be moved onto any lot in the PROPERTY.
13. The Design Guidelines in this Exhibit "C-3" do not apply to the Declarant.
14. Garage entrances shall be to the side or the rear of the home if required by the Reviewer.
15. The current mailing address of the Architectural Committee is 8312 W. Reno, Suite B, Oklahoma City, Oklahoma 73127, Attention: Cheryl Fincher.
16. The minimum roof pitch on single-story homes shall be 10/12 if required by the Reviewer.
17. The minimum roof pitch on two-story homes shall be 9/2 if required by the Reviewer.



101  
RETURN TO:  
BARRINGTON DEVELOPMENT, LLC  
8312 WEST RENO, STE B  
OKLA. CITY, OK 73127



20110208010158480  
02/08/2011 08:43:01 AM  
Bk:RE11566 Pg:504 Pgs:7 DECL  
State of Oklahoma  
County of Oklahoma  
Oklahoma County Clerk  
Carolynn Caudill

**Supplemental Declaration and Fourth Amendment of**  
**Covenants, Conditions and Restrictions**  
**and NOTICE, DISCLOSURE & DISCLAIMER TO FUTURE BUYERS)**  
**OF BARRINGTON SECTION 1**

A part of the NE 1/4 of Section 29, T14N, R3W, I.M.  
Oklahoma City, Oklahoma County, Oklahoma

**KNOW ALL MEN BY THESE PRESENTS:**

WINCHESTER DEVELOPMENT, LLC, an Oklahoma limited liability company, hereafter referred to as the "Declarant," previously recorded and filed the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Barrington Section 1 at the Office of the Oklahoma County Clerk at Book 9523, Pages 1112-1136, that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Barrington Section 1 at the Office of the Oklahoma County Clerk at Book 9523, Pages 1852-1853, that certain Second Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Barrington Section 1 at the Office of the Oklahoma County Clerk at Book 9694, Pages 246-252, and that Supplemental Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Barrington Section 1 at the Office of the Oklahoma County Clerk at Book 10421, Pages 1017-1019, and that certain Third Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Barrington Section 1 at the Office of the Oklahoma County Clerk at Book 11039, Pages 1561-1562, (collectively "Declaration").

WHEREAS, Section 17.11 of the Declaration states that future sections of Barrington, as defined in the Declaration, may be subject to the Declaration, at the sole discretion of the Declarant;

WHEREAS, Barrington Development, LLC, an Oklahoma limited liability company ("Barrington Development"), is the owner of the land platted as Barrington Section 3, and further described in the attached **Exhibit "A"** recorded at the Office of the Oklahoma County Clerk at Book PL68 and Page 81 ("Barrington Section 3").

WHEREAS, Barrington Section 3 is located within the property defined as Barrington in the Declaration;

7/80

WHEREAS, Declarant and Barrington Development desire to submit the land and improvements constructed thereon to Oklahoma's Real Estate Development Act (Title 60 O.S. 1971, Sections 851-855, as amended);

WHEREAS, Declarant and Barrington Development desire to subject Barrington Section 3 to the Declaration;

WHEREAS, Section 11 of the Declaration states that so long as Declarant owns any property within Barrington, as defined in the Declaration, Declarant may amend the Declaration for any purpose;

WHEREAS, Declarant owns property within Barrington;

WHEREAS, pursuant to Section 4.3.1 of the Declaration, Declarant shall have the sole authority to amend the Design Guidelines at its sole discretion;

NOW, THEREFORE, pursuant to Section 17.11 of the Declaration, Declarant does hereby publish and declare that the land and its improvements are hereby subjected to the Declaration upon the recording hereof, in accordance with and subject to the provisions of the Oklahoma Real Estate Development Act, and that the covenants, conditions, restrictions, use limitations, obligations, and provisions hereof shall be deemed to run with the land herein described and shall be for the use and benefit to the Declarant, its successors and assigns, and to any person or entity acquiring or owning an interest in the land and improvements, or any person thereof, their grantees, successors, heirs, personal representatives, devisees and assigns.

NOW, THEREFORE, pursuant to Section 17.9 of the Declaration, Declarant does hereby amend the Declaration as follows:

1. A new Section 1.20 shall be added to the Declaration as follows:

1.20 "Barrington Section 3" means the real property platted as Barrington Section 3 and more particularly described on **Exhibit "A"** of that certain Supplemental Declaration and Fourth Amendment of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Barrington Section 1.

2. The Declaration shall be amended to reflect that the "Design Guidelines" for purposes of all Barrington Section 3 property shall be the Design Guidelines reflected on **Exhibit "C-2"** attached hereto and incorporated by reference. The Design Guidelines for all other PROPERTY defined in the Declaration shall be the existing Design Guidelines.

[The remainder of page intentionally blank]

IN WITNESS WHEREOF, the undersigned have executed this Supplemental Declaration and Fourth Amendment of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers of Barrington Section 1) the 28 day of January, 2011.

WINCHESTER DEVELOPMENT, LLC,  
an Oklahoma limited liability company

By: *Cheryl Fincher*  
Cheryl Fincher, Manager

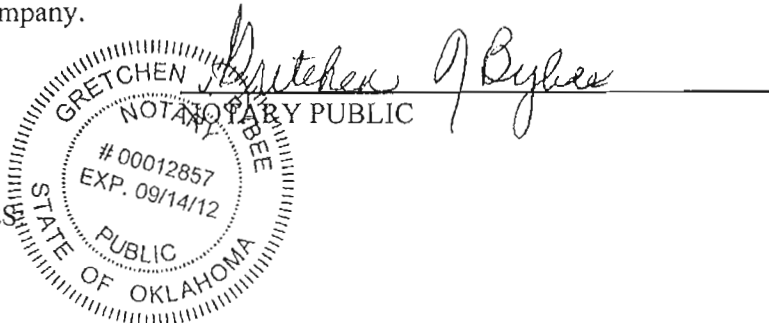
BARRINGTON DEVELOPMENT, LLC,  
an Oklahoma limited liability company

By: *Cheryl Fincher*  
Cheryl Fincher, Manager

STATE OF OKLAHOMA           )  
  ) SS  
COUNTY OF OKLAHOMA       )

The foregoing instrument was acknowledged before me this 28th day of January, 2011, by Cheryl Fincher, Manager of Winchester Development, LLC, an Oklahoma limited liability company.

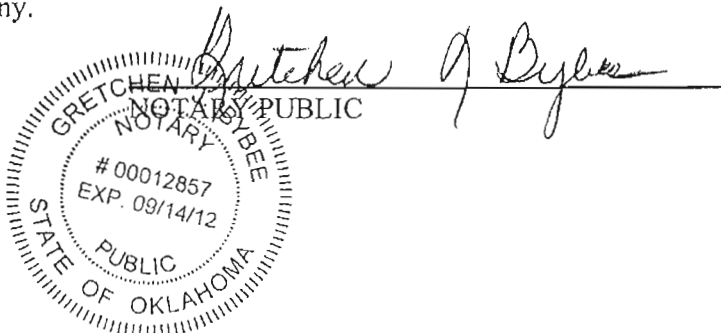
MY COMMISSION EXPIRES:  
9-14-2012



STATE OF OKLAHOMA           )  
  ) SS  
COUNTY OF OKLAHOMA       )

The foregoing instrument was acknowledged before me this 28th day of January, 2011, by Cheryl Fincher, Manager of Barrington Development, LLC, an Oklahoma limited liability company.

MY COMMISSION EXPIRES:  
9-14-2012



## EXHIBIT A

### TRACT

A part of the Northeast Quarter of Section 29, T14N, R3W, I.M. Oklahoma County, Oklahoma, more particularly described as follows:

COMMENCING at the NE corner of the said Northeast Quarter of Section 29, THENCE North 89°07'40" West along the North line thereof a distance of 1196.70 feet; THENCE South 00°00'00" West a distance of 1415.49 feet to a point on the West R-O-W line of Shilstone Way, BARRINGTON, SECTION 1, Oklahoma County, Oklahoma according to the recorded plat thereof to the POINT OF BEGINNING:

THENCE Southerly along said West R-O-W line for the following eleven (11) courses:

1. THENCE South 34°18'17" East a distance of 38.24 feet;
2. THENCE along a curve to the left having a radius of 2034.11 feet a distance of 96.46 feet along said curve having a chord direction of South 35°39'47" East and a chord length of 96.45 feet;
3. THENCE South 10°32'00" West a distance of 36.90 feet;
4. THENCE along a curve to the right having a radius of 907.64 feet a distance of 12.70 feet along said curve having a chord direction of South 58°29'20" West and a chord length of 12.70 feet;
5. THENCE South 31°06'37" East a distance of 50.00 feet;
6. THENCE along a curve to the left having a radius of 957.64 feet a distance of 8.47 feet along said curve having a chord direction of North 58°38'11" East and a chord length of 8.47 feet;
7. THENCE along a curve to the left having a radius of 957.64 feet a distance of 16.04 feet along said curve having a chord direction of North 57°54'11" East and a chord length of 16.04 feet;
8. THENCE South 81°11'55" East a distance of 33.05 feet;
9. THENCE along a curve to the left having a radius of 2034.11 feet a distance of 63.36 feet along said curve having a chord direction of South 40°42'47" East and a chord length of 63.36 feet;
10. THENCE along a curve to the left having a radius of 760.43 feet a distance of 181.25 feet along said curve having a chord direction of South 48°26'01" East and a chord length of 180.82 feet;
11. THENCE South 12°05'12" East a distance of 34.21 feet to a point on the North R.O.W. of N.W. 187th Street of the said BARRINGTON, SECTION 1;

THENCE Westerly along said North R.O.W. for the following four (4) courses:

1. THENCE South 31°05'19" West a distance of 25.68 feet;
2. THENCE along a curve to the right having a radius of 75.00 feet a distance of 31.82 feet along said curve having a chord direction of South 43°14'34" West and a chord length of 31.58 feet;
3. THENCE along a curve to the right having a radius of 1227.64 feet a distance of 744.89 feet along said curve having a chord direction of South 72°46'45" West and a chord length of 733.51 feet;
4. THENCE North 89°50'18" West a distance of 226.35 feet;

THENCE South 00°09'42" West a distance of 368.00 feet;

THENCE North 89°50'18" West a distance of 17.00 feet;

THENCE South 00°09'42" West a distance of 209.00 feet to a point on the South line of the said Northeast Quarter ;

THENCE North 89°50'18" West along said South line to the SW corner of the said Northeast Quarter a distance of 781.97 feet;

THENCE North 00°24'18" West along the West line of the said Northeast Quarter a distance of 622.25 feet;

THENCE North 89°35'42" East a distance of 160.00 feet;

THENCE North 00°24'18" West distance of 326.06 feet;

THENCE along a curve to the right having a radius of 425.00 feet a distance of 179.04 feet along said curve having a chord direction of North 11°39'49" East and a chord length of 177.72 feet;

THENCE South 66°16'05" East a distance of 50.00 feet;

THENCE South 89°50'18" East a distance of 912.72 feet;

THENCE North 74°12'32" East a distance of 192.81 feet;

THENCE North 55°41'43" East a distance of 128.22 feet to the POINT OF BEGINNING containing 1,242,284.95 square feet or 28.5189 acres more or less.

**OWNER'S RESTRICTIONS AND PROTECTIVE COVENANTS  
BARRINGTON SECTION 1**

**EXHIBIT "C-2"  
DESIGN GUIDELINES**

This Design Guidelines supplements the Covenants, Conditions, Restrictions, and Notice, Disclosure & Disclaimer to Future Buyers of BARRINGTON SECTION 1 ("Declaration"). The words and phrases herein contained shall have the meanings ascribed thereto in the Declaration unless expressly provided otherwise herein or unless the context or use indicates another or different meaning or intent. In addition to the terms and conditions contained in the Declaration, the following design guidelines, which shall be amended and restated at any time in accordance with the Declaration, are as follows:

1. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two (2) stories in height and a private garage for not less than two (2) and not more than four (4) automobiles and other outbuildings incidental to residential use of the plat. Any incidental outbuildings shall be brick veneer with the same brick as the main building, at the option of the Architectural Committee, and shall be approved as to design and locations by the Architectural Committee.

2. No building shall be erected or altered in this subdivision until the building plans, specifications, including roofing and plot plan showing the location of such building has been approved in writing as to conformity and harmony of external design with existing structures in the subdivision and in conformity with the Architectural Committee's design philosophy and as to location of the building in respect to topography and finished grade elevation by a Architectural Committee, composed of Cheryl Fincher, Sherry Hamilton and James A. Fincher or by a representative designated by a majority of the members of said committee. In the event of the death or resignation of any members of said committee, the remaining member or members shall have full authority to designate a successor. In the event said committee or its designated representative fails to approve or disapprove within thirty (30) days after said plans and specifications have been submitted to it or in any event if no suit to enjoin the constructions has been commenced prior to the completion of construction of said plans, approval will not be required and this covenant shall be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

No main residential building shall ever be erected, placed or constructed or any lot or building site in this subdivision unless at least eighty percent (80%) of the first floor exterior walls thereof be of brick, brick veneer, stone or stone veneer or other material specifically approved by the Architectural Committee, provided however, that all windows or doors located in said exterior walls shall be excluded in the determination of the areas of eighty percent (80%) of said exterior walls and further provided that where a gable-type roof is constructed and a part of the exterior walls are extended above the interior room ceiling line due to the construction of such



gable-type roof, then that portion of such wall or walls extending above the interior room ceiling height may be constructed of wood material and also likewise excluded from the square foot area in determining what constitutes eighty percent (80%) of the exterior walls of said residential building.

3. The Declarant or the Architectural Committee composed of Cheryl Fincher, Sherry Hamilton and James A. Fincher is hereby granted the right to grant exceptions or waive any and all restrictions imposed by this document. Said waiver must be in writing and recorded of record to be a valid waiver. Any such waiver will be at the sole discretion of the Declarant or the Architectural Committee and any waiver shall not obligate the Architectural Committee to grant similar waivers in the future.

4. No business, trade or commercial activity shall be carried on upon any residential lot, unless transacted completely within the home itself and without disturbance to neighbors. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No mobile home, trailer, camper, boat, motor home, truck or like equipment may be parked, stored, kept, repaired or serviced on any lot between the building line and the front property line or on corner lots, the side building line and the street side property line for each lot as shown on the recorded plat of PROPERTY. The intent of this covenant is to prohibit the parking or storage of any or all vehicles or equipment other than conventional passenger automobiles in operating condition, in the afore described areas of each lot.

5. No structure of a temporary character, trailer, basements, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a resident either temporarily or permanently. No existing structure of any type may be moved onto any lot in this addition from another location.

6. All fencing materials and fencing locations shall be approved by the Architectural Committee. No fencing shall be allowed in the front of the home. No fencing shall be allowed between the front of the home and the curb. No fencing will be allowed between the building lines (front or side) as shown on the plat of the PROPERTY and the curb.

7. The Architectural Committee shall determine, in its sole and absolute discretion, the size of the ground floor living area of any single story home, and total living area up and down for any two story home, based upon its determination of what is suitable for the neighborhood. No roofing material, valley or ridge shall be sued on any structure located on any lot in PROPERTY without the approval of the Architectural Committee.

8. Set backs from front and side building lines as shown on the plat are absolute minimum and the Architectural Committee shall require further set backs as they, in their sole discretion, determine as appropriate for the architectural and aesthetic harmony of the addition.

9. No skateboard ramps shall be allowed on any lot in PROPERTY.

10. No outside antennas shall extend beyond five feet of the roof line.

11. No electric windmills shall be allowed on any lot in PROPERTY.
12. No existing structure of any type may be moved onto any lot in the PROPERTY.
13. The Design Guidelines in this Exhibit "C-2" do not apply to the Declarant.
14. Garage entrances shall be to the side or the rear of the home if required by the Reviewer.
15. The current mailing address of the Architectural Committee is 8312 W. Reno, Suite B, Oklahoma City, Oklahoma 73127, Attention: Cheryl Fincher.
16. The minimum roof pitch on single-story homes shall be 10/12 if required by the Reviewer.
17. The minimum roof pitch on two-story homes shall be 9/2 if required by the Reviewer.



Doc # 2009031839  
Bk 11039  
Pg 1541-1542  
DATE 03/12/09 15:28:47  
Filing Fee \$15.00  
Documentary Tax \$0.00  
State of Oklahoma  
County of Oklahoma  
Oklahoma County Clerk  
Carolynn Caudill

Return to: WI  
Winchester Devel, LLC  
8312 W. Reno, Ste B  
Oklahoma City, OK 73127

**Third Amendment to the Declaration of**  
**Covenants, Conditions and Restrictions**  
**(and NOTICE, DISCLOSURE & DISCLAIMER TO FUTURE BUYERS)**  
**OF BARRINGTON SECTION 1**

A part of the NE 1/4 of Section 29, T14N, R3W, I.M.  
Oklahoma City, Oklahoma County, Oklahoma

**KNOW ALL MEN BY THESE PRESENTS:**

WHEREAS, WINCHESTER DEVELOPMENT, LLC, an Oklahoma limited liability company, hereafter referred to as the "Declarant," previously recorded and filed the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Barrington Section 1 at the Office of the Oklahoma County Clerk at Book 9523, Pages 1112-1136, that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Barrington Section 1 at the Office of the Oklahoma County Clerk at Book 9523, Pages 1852-1853, that certain Second Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Barrington Section 1 at the Office of the Oklahoma County Clerk at Book 9694, Pages 246-252, and that Supplemental Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Barrington Section 1 at the Office of the Oklahoma County Clerk at Book 10421, Pages 1017-1019 (collectively "Declaration").

WHEREAS, Section 11 of the Declaration states that so long as Declarant owns any property within Barrington, as defined in the Declaration, Declarant may amend the Declaration for any purpose;

WHEREAS, Declarant owns property within Barrington;

NOW, THEREFORE, pursuant to Section 11 of the Declaration, Declarant does hereby amend the Declaration as follows:

1. Notwithstanding anything contained in the Declaration to the contrary, Declarant reserves unto itself, an exclusive easement for the purpose of access and maintenance upon, across, over, and under all of the Common Area to the extent reasonably necessary to install, replace, repair, and maintain signage. Declarant may install any sign on the Common Area in its sole and absolute discretion. Declarant may assign these rights to any builder, contractor or third party in its sole and absolute discretion. All signs from any other party, including without limitation, Association or Owner, require the written consent of Declarant. Declarant shall have the right to remove and destroy any unauthorized signs placed on the Common Area. Association and each Owner hereby release Declarant from any liability associated with the removal of unauthorized signs on the Common Area.

[The remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this Third Amendment of Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Barrington Section 1 the 28 day of February, 2009, as amended.

WINCHESTER DEVELOPMENT, LLC,  
an Oklahoma limited liability company

By: Cheryl Fincher  
Cheryl Fincher, Manager

STATE OF OKLAHOMA        )  
                                      ) SS  
COUNTY OF OKLAHOMA    )

The foregoing instrument was acknowledged before me this 28th day of February, 2009, by Cheryl Fincher, Manager of Winchester Development, LLC, an Oklahoma limited liability company.

Gretchen J. Bybee  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

9/14/2012



RETURN TO: *W2*  
WINCHESTER DEVELOPMENT, L.L.C.  
8312 WEST RENO, SUITE B  
OKLAHOMA CITY, OK 73127

Doc # 2007038227  
Bk 10421  
Pg 1017-1019  
DATE 03/20/07 08:00:54  
Filing Fee \$17.00  
Documentary Tax \$0.00  
State of Oklahoma  
County of Oklahoma  
Oklahoma County Clerk  
Carolynn Caudill

~~Doc # 2007038227  
Bk 10421  
Pg 1017-1019  
DATE 03/20/07 07:58:54  
Filing Fee \$17.00  
Documentary Tax \$0.00  
State of Oklahoma  
County of Oklahoma  
Oklahoma County Clerk  
Carolynn Caudill~~

**Supplemental Declaration of  
Covenants, Conditions and Restrictions  
(and NOTICE, DISCLOSURE & DISCLAIMER TO FUTURE BUYERS  
OF BARRINGTON SECTION 1)**

A part of the NE 1/4, of Section 29, T14N, R3W, I.M.,  
Oklahoma City, Oklahoma County, Oklahoma

**KNOW ALL MEN BY THESE PRESENTS:**

WHEREAS, WINCHESTER DEVELOPMENT, LLC, an Oklahoma limited liability company, hereafter referred to as the "Declarant," previously recorded and filed the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Barrington Section 1 at the Office of the Oklahoma County Clerk at Book 9523 and Pages 1112-1136, and that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Barrington Section 1 at the Office of the Oklahoma County Clerk Book 9523, Pages 1852-1853, and that certain Second Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Barrington Section 1 at the Office of the Oklahoma County Clerk Book 9694, Pages 246-252 (collectively "Declaration").

WHEREAS, Section 17.11 of the Declaration states that future sections of Barrington, as defined in the Declaration, may be subject to the Declaration, at the sole discretion of the Declarant;

WHEREAS, Declarant is the owner of the land platted as Barrington Section 2, and further described in the attached **Exhibit "A"** recorded at the Office of the Oklahoma County Clerk at Book 65 and Page 67.

WHEREAS, Barrington Section 2 is located within the property defined as Barrington in the Declaration;

WHEREAS, Declarant desires to submit the land and improvements constructed thereon to Oklahoma's Real Estate Development Act (Title 60 O.S. 1971, Sections 851-855, as amended);

WHEREAS, Declarant desires to subject Barrington Section 2 to the Declaration;

NOW, THEREFORE, pursuant to Section 17.11 of the Declaration, Declarant does hereby publish and declare that the land and its improvements are hereby subjected to the Declaration upon the recording hereof, in accordance with and subject to the provisions of the Oklahoma Real Estate Development Act, and that the covenants, conditions, restrictions, use limitations, obligations, and provisions hereof shall be deemed to run with the land herein described and shall be for the use and benefit to the Declarant, its successors and assigns, and to any person or entity acquiring or owning an interest in the land and improvements, or any person thereof, their grantees, successors, heirs, personal representatives, devisees and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Supplemental Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers of Barrington Section 1) the 16<sup>th</sup> day of March, 2007.

WINCHESTER DEVELOPMENT, LLC,  
an Oklahoma limited liability company

By: Cheryl Fincher  
Cheryl Fincher, Manager

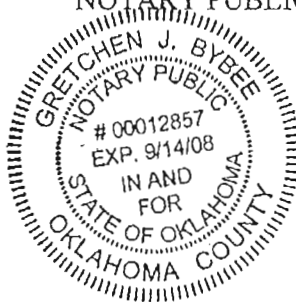
STATE OF OKLAHOMA            )  
  ) SS  
COUNTY OF OKLAHOMA        )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of March, 2007, by Cheryl Fincher, Manager of Winchester Development, LLC, an Oklahoma limited liability company.

Gretchen J. Bybee  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

9/14/2008



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

A part of the Northeast Quarter of Section 29, T14N, R3W, I.M., Oklahoma County, Oklahoma more particularly described as follows:

**TRACT 1**

Commencing at the NE corner of the said Northeast Quarter of Section 29;

THENCE North 89°07'40" West along the North line thereof a distance of 1417.64 feet;  
THENCE South 00°52'20" West a distance of 65.00 feet to the POINT OF BEGINNING,  
said point also being the Northwest corner of Lot 32, Block 1, BARRINGTON,  
SECTION 1, according to the recorded plat thereof;

THENCE South 00°00'00" East along the West line of the said Lot 32 a distance of 140.84 feet to the Southwest corner thereof;  
THENCE along a curve to the left having a radius of 50.00 feet a distance of 39.48 feet along said curve having a chord direction of South 70°14'43" West and a chord length of 38.46 feet;  
THENCE along a curve to the right having a radius of 45.00 feet a distance of 33.41 feet along said curve having a chord direction of South 68°53'36" West and a chord length of 32.65 feet;  
THENCE North 89°50'18" West a distance of 510.88 feet;  
THENCE along a curve to the left having a radius of 175.00 feet a distance of 55.50 feet along said curve having a chord direction of South 81°04'35" West and a chord length of 55.27 feet;  
THENCE South 71°59'28" West a distance of 10.97 feet;  
THENCE North 62°13'13" West a distance of 35.84 feet;  
THENCE along a curve to the right having a radius of 460.00 feet a distance of 138.75 feet along said curve having a chord direction of North 07°46'08" West and a chord length of 138.23 feet;  
THENCE North 00°52'20" East a distance of 23.01 feet;  
THENCE North 45°52'20" East a distance of 14.14 feet;  
THENCE South 89°07'40" East a distance of 682.53 feet, to the POINT OF BEGINNING, containing 2.67 acres more or less.

**and TRACT 2**

Commencing at the NE corner of the said Northeast Quarter of Section 29;

THENCE North 89°07'40" West along the North line thereof a distance of 1413.98 feet;  
THENCE South 00°52'20" West a distance of 305.69 feet to the POINT OF BEGINNING,  
said point also being the Northwest corner of Lot 31, Block 1, BARRINGTON,  
SECTION 1, according to the recorded plat thereof;

THENCE South 00°00'00" West a distance of 134.07 feet along the West line of said Lot 31  
THENCE North 89°50'18" West a distance of 612.80 feet along the North line of Lots 26 through 30, Block 1 of the said BARRINGTON, SECTION 1;  
THENCE North 00°00'00" East a distance of 1.81 feet;  
THENCE along a curve to the left having a radius of 140.00 feet a distance of 44.00 feet along said curve having a chord direction of North 09°00'16" West and a chord length of 43.82 feet;  
THENCE North 18°00'32" West a distance of 76.49 feet;  
THENCE North 26°59'28" East a distance of 35.36 feet;  
THENCE North 71°59'28" East a distance of 11.14 feet;  
THENCE along a curve to the right having a radius of 125.00 feet a distance of 39.64 feet along said curve having a chord direction of North 81°04'35" East and a chord length of 39.48 feet;  
THENCE South 89°50'18" East a distance of 510.88 feet;  
THENCE along a curve to the right having a radius of 45.00 feet a distance of 33.41 feet along said curve having a chord direction of South 68°34'12" East and a chord length of 32.65 feet;  
THENCE along a curve to the left having a radius of 50.00 feet a distance of 39.76 feet along said curve having a chord direction of South 70°05'01" East and a chord length of 38.72 feet to the POINT OF BEGINNING, containing 2.27 acres more or less.

ORIGINAL

Doc # 2005063877  
Bk 9694  
Pg 246-252  
DATE 05/03/05 09:02:09  
Filing Fee \$25.00  
Documentary Tax \$0.00  
State of Oklahoma  
County of Oklahoma  
Oklahoma County Clerk  
Carolynn Caudill

RETURN TO:  
WINCHESTER DEVEL, LLC  
8312 W RENO, STE B  
OKC, OK 73127

**Second Amendment to the Declaration of  
Covenants, Conditions and Restrictions  
(and NOTICE, DISCLOSURE & DISCLAIMER TO FUTURE BUYERS)  
OF BARRINGTON SECTION 1**

A part of the NE 1/4 of Section 29, T14N, R3W, I.M.  
Oklahoma City, Oklahoma County, Oklahoma

**KNOW ALL MEN BY THESE PRESENTS:**

WHEREAS, WINCHESTER DEVELOPMENT, LLC, an Oklahoma limited liability company, hereafter referred to as the "Declarant," previously recorded and filed the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Barrington Section 1 at the Office of the Oklahoma County Clerk at Book 9523, Pages 1112-1136, and that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Barrington Section 1 at the Office of the Oklahoma County Clerk at Book 9523, Pages 1852-1853 (collectively "Declaration").

WHEREAS, Section 11 of the Declaration states that so long as Declarant owns any property within Barrington, as defined in the Declaration, Declarant may amend the Declaration for any purpose;

WHEREAS, Declarant owns property within Barrington;

WHEREAS, the City of Oklahoma City has required a negative covenant not to build or place improvements on four (4) Lots within the Property;

WHEREAS, the Declarant desires to put all Owners and potential Owner's on notice that several of the Lots are located adjacent to a creek or waterway and some erosion may occur;

NOW, THEREFORE, pursuant to Section 11 of the Declaration, Declarant does hereby add new Section 18.6 and Section 18.7 as follows:

"18.6 Negative Covenant. Block 1, Lots 13, 14, 15, and 16 of BARRINGTON SECTION 1 are hereby burdened with a negative covenant as described in the legal description and diagram attached hereto as Exhibit "A" of this Second Amendment. Each owner may not construct or place any buildings or other improvements on the portion of the Lot described in Exhibit "A". Such negative covenant shall be deemed to run with the land. All Owners are subject to this negative covenant and are given notice that (a) their ability to use their privately owned property is limited thereby, and (b) their use, enjoyment and marketability of their property can be affected by this provision. By acceptance of a deed, each owner acknowledges and agrees to this negative covenant.

"18.7 Notice of Potential Erosion. Many Lots within the PROPERTY have creeks or other waterways abutting some portion of the Lot property line. Soil erosion is a gradual process that occurs when the actions of water, wind, and other factors eat away and wear down the land, causing the soil to deteriorate or disappear completely. Every Owner within the PROPERTY acknowledges and agrees by purchasing a Lot within the PROPERTY that



Declarant has disclosed the potential for soil erosion on the PROPERTY and that Declarant is not making and specifically disclaims any warranties or representations of any kind or character, express or implied, with respect to the potential soil erosion of the PROPERTY. The Owner agrees that it has not relied upon and will not rely upon, either directly or indirectly, any statement, representation or warranty of Declarant or any agent of Declarant. Each Owner acknowledges and agrees and accepts the PROPERTY "AS IS, WHERE IS."

[The remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this Second Amendment of Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Barrington Section 1 the 11<sup>th</sup> day of November, 2004, as amended.

WINCHESTER DEVELOPMENT, LLC,  
an Oklahoma limited liability company

By: Cheryl Fincher  
Name:  
Title: Manager

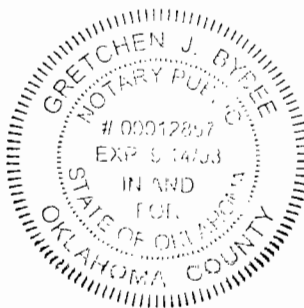
STATE OF OKLAHOMA           )  
  ) SS  
COUNTY OF OKLAHOMA       )

The foregoing instrument was acknowledged -before me this 20<sup>th</sup> day of April, 2005, by Cheryl Fincher, Manager of Winchester Development, LLC, an Oklahoma limited liability company.

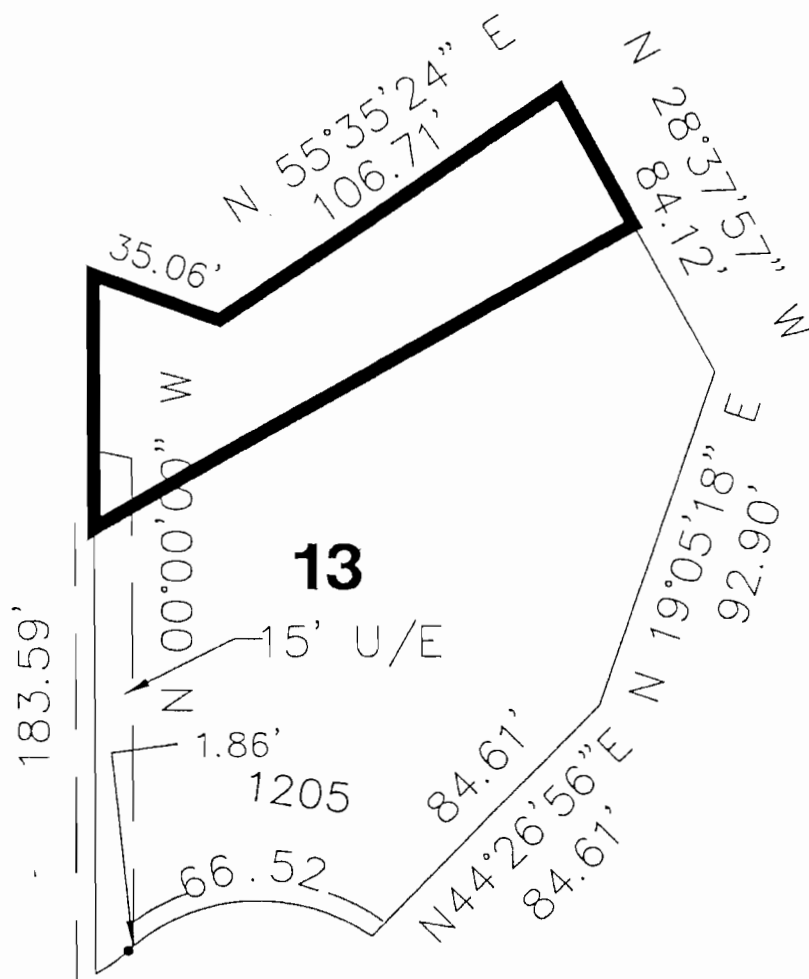
Gretchen J. Bybee  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

Sept 14, 2008



( EXHIBIT 'A' )



NO BUILDING ZONE FOR LOT 13

Beginning at the Northwest rear lot corner;

THENCE South 70°02'41" East along the rear lot line  
thereof a distance of 35.06 feet;

THENCE North 55°35'24" East a distance of 106.71 feet  
to the Northeast rear lot corner;

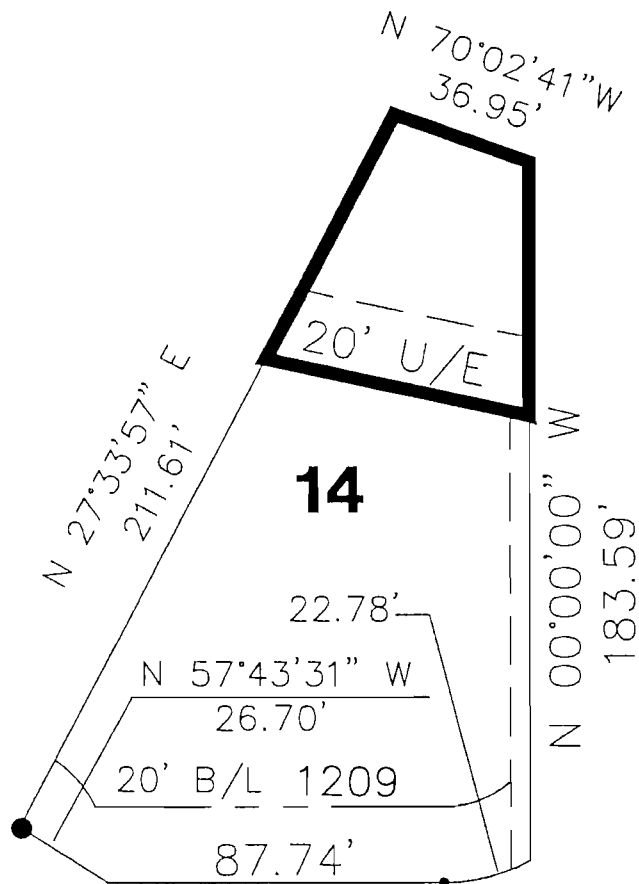
THENCE South 28°37'57" East a distance of 40.00 feet;

THENCE South 60°17'45" West a distance of 161.36 feet;

THENCE North 00°00'00" West along the west line thereof  
a distance of 66.73 feet to the POINT OF BEGINNING

containing 5743.27 square feet or 0.13 acres more or less.

( EXHIBIT 'A' )

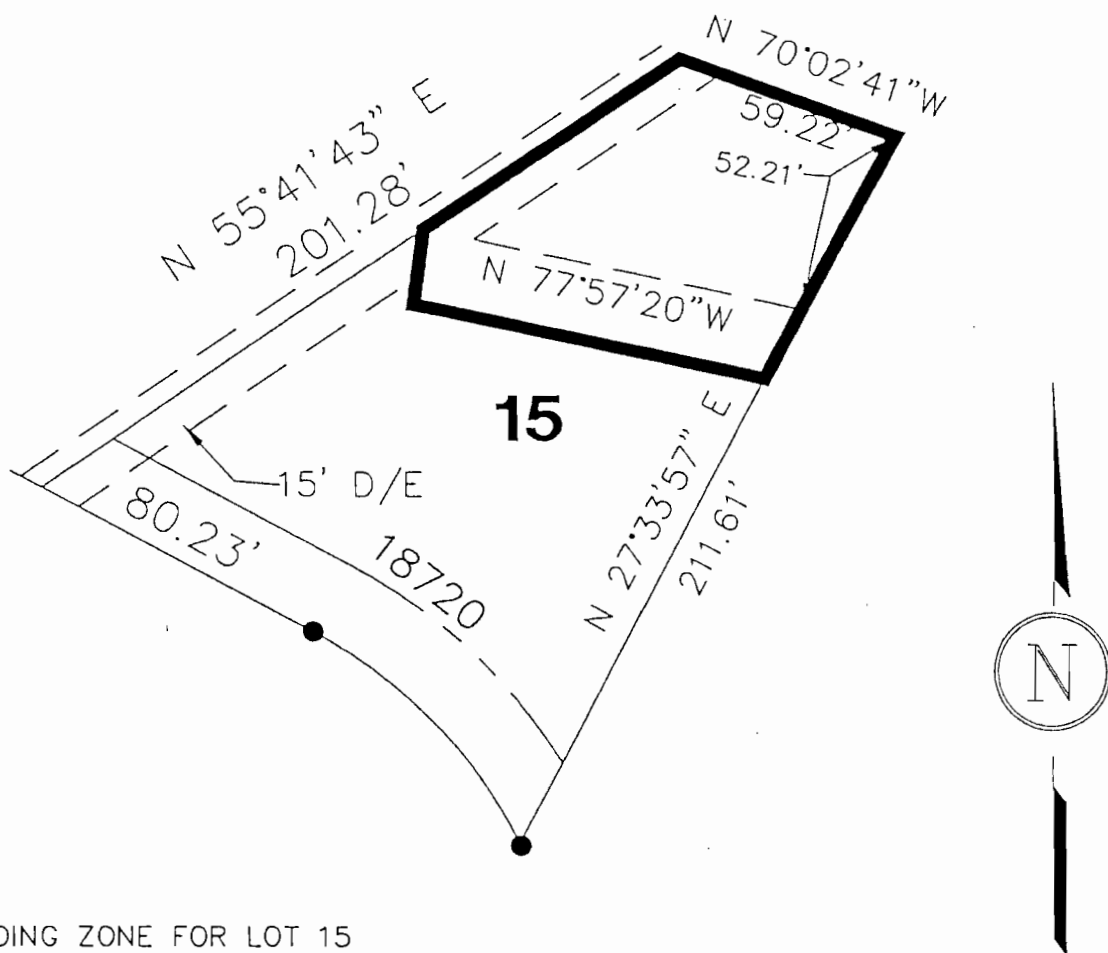


NO BUILDING ZONE FOR LOT 14

Beginning at the Northwest rear lot corner;

THENCE South  $70^{\circ}02'41''$  East along the rear lot line a distance of 36.95 feet;  
THENCE South  $00^{\circ}00'00''$  East along the east lot line a distance of 66.73 feet;  
THENCE North  $77^{\circ}45'49''$  West a distance of 69.99 feet;  
THENCE North  $27^{\circ}33'57''$  East along the easterly lot line a distance of 72.77 feet  
to the POINT OF BEGINNING containing 3614.88 square feet or 0.08 acres more  
or less.

( EXHIBIT 'A' )

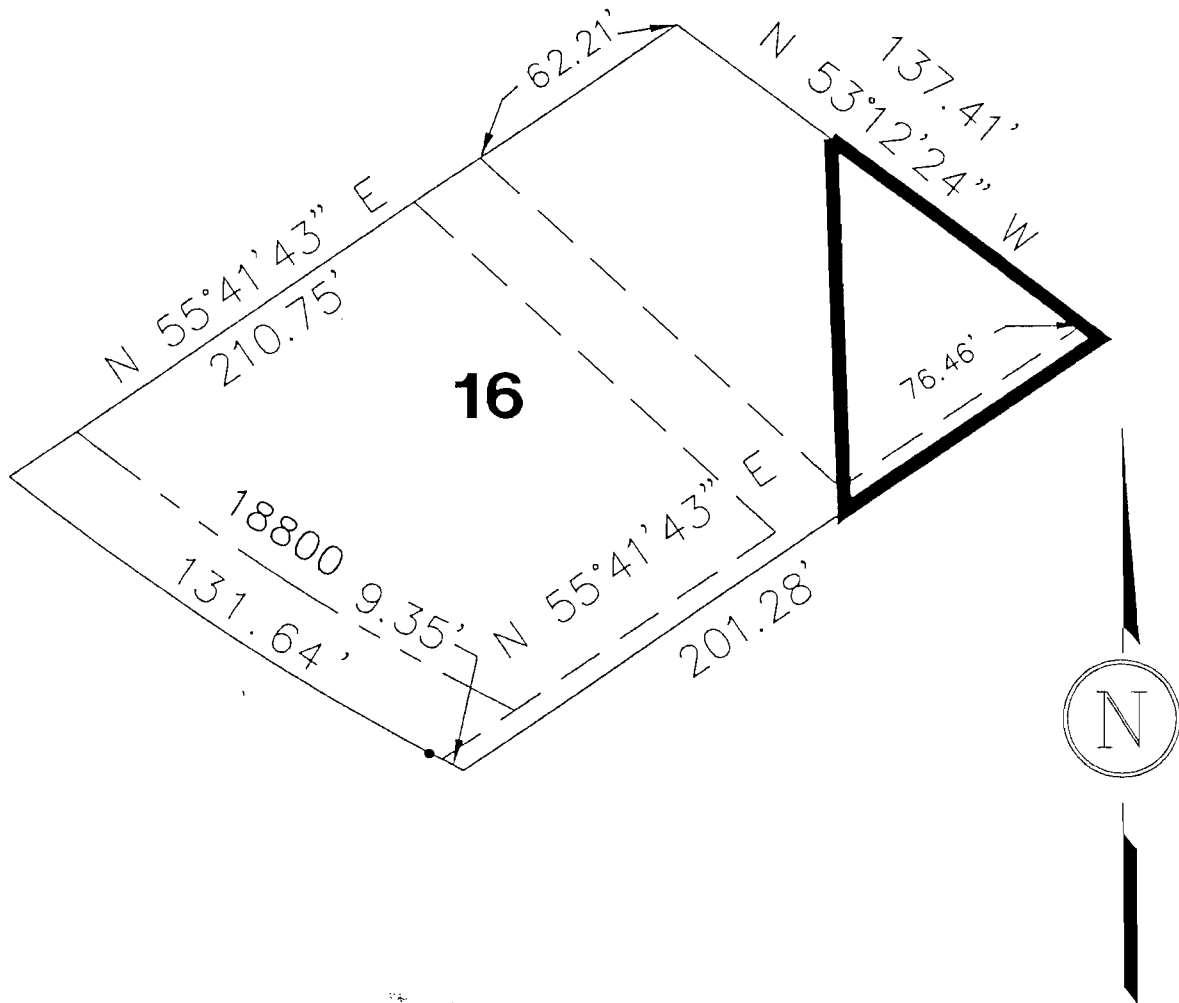


NO BUILDING ZONE FOR LOT 15

Beginning at the Northwest rear Lot corner:

THENCE South 70°02'41" East along the North rear line a distance of 59.22 feet;  
 THENCE South 27°33'57" West along the easterly side lot line a distance of 72.77 feet;  
 THENCE North 78°04'28" West a distance of 93.43 feet;  
 THENCE North 07°21'00" East a distance of 19.96 feet  
 to a point on the westerly side lot line;  
 THENCE North 55°41'43" East along said westerly side lot line a distance of 80.94 feet  
 to the POINT OF BEGINNING containing 6399.10 square feet or 0.15 acres more  
 or less.

( EXHIBIT 'A' )



NO BUILDING ZONE FOR LOT 16

Beginning at the South East rear lot corner of Lot 16;

THENCE South 55°41'43" West along the easterly side lot line a distance of 80.94 feet;  
THENCE North 01°49'54" West a distance of 98.02 feet to point on the easterly rear lot line;

THENCE South 53°12'24" East along said rear lot line the a distance of 87.41 feet  
to the POINT OF BEGINNING containing 3346.91 square feet or 0.08 acres more  
or less.

Doc # 2004181765  
Bk 9523  
Pg 1852-1853  
DATE 11/12/04 08:47:04  
Filing Fee \$15.00  
Documentary Tax \$0.00  
State of Oklahoma  
County of Oklahoma  
Oklahoma County Clerk  
Carolynn Caudill

WD  
RETURN TO  
WINCHESTER DEVEL, LLC  
8312 W RENO, STE B  
OKC, OK 73127

**First Amendment to the Declaration of  
Covenants, Conditions and Restrictions  
(and NOTICE, DISCLOSURE & DISCLAIMER TO FUTURE BUYERS)  
OF BARRINGTON SECTION 1**

A part of the NE 1/4 of Section 29, T14N, R3W, I.M.  
Oklahoma City, Oklahoma County, Oklahoma

**KNOW ALL MEN BY THESE PRESENTS:**

WHEREAS, WINCHESTER DEVELOPMENT, LLC, an Oklahoma limited liability company, hereafter referred to as the "Declarant," previously recorded and filed the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Barrington Section 1 (hereinafter "Declaration") at the Office of the Oklahoma County Clerk at Book 9523, Pages 1112-1136.

WHEREAS, Section 11 of the Declaration states that so long as Declarant owns any property within Barrington, as defined in the Declaration, Declarant may amend the Declaration for any purpose;

WHEREAS, Declarant owns property within Barrington;

WHEREAS, the Declaration incorrectly defined the ASSOCIATION as Barrington Homeowner's Association instead of Barrington Neighborhood Homeowner's Association;

NOW, THEREFORE, pursuant to Section 11 of the Declaration, Declarant does hereby amend and restate Section 1.1 the Declaration as follows:

"1.1 "ASSOCIATION" means the BARRINGTON NEIGHBORHOOD HOMEOWNER'S ASSOCIATION, an Oklahoma non-profit corporation, its successors and assigns, the By-Laws of which shall govern the administration of the ASSOCIATION, the Members of which shall be all of the owners of Lots in the PROPERTY and any subsequent property annexed to this Declaration pursuant to Section 17.11, at the sole discretion of Declarant, per the terms and conditions herein delineated and further expanded in the Certificate of Incorporation and By-Laws of BARRINGTON NEIGHBORHOOD HOMEOWNER'S ASSOCIATION."

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~~Doc # 2004181764  
Bk 9523  
Pg 1852-1853  
DATE 11/12/04 08:47:04  
Filing Fee \$15.00  
Documentary Tax \$0.00  
State of Oklahoma  
County of Oklahoma  
Oklahoma County Clerk  
Carolynn Caudill~~

2/15

IN WITNESS WHEREOF, the undersigned has executed this First Amendment of Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Barrington Section 1 the 11<sup>th</sup> day of November, 2004.

WINCHESTER DEVELOPMENT, LLC,  
an Oklahoma limited liability company

By: Cheryl Fincher  
Name:  
Title: Manager

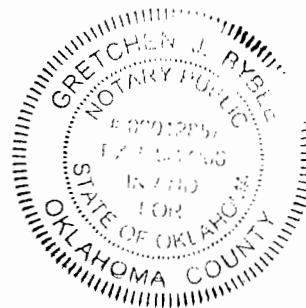
STATE OF OKLAHOMA            )  
  ) SS  
COUNTY OF OKLAHOMA        )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of November, 2004, by Cheryl Fincher, Manager of Winchester Development, LLC, an Oklahoma limited liability company.

Gretchen J. Ryble  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

Sept 14, 2008





When recorded mail to:  
Winchester Development, LLC  
8312 W. Reno, Suite B  
Oklahoma City, Oklahoma 73127

Doc # 2004181478  
Bk 9523  
Pg 1112-1136  
DATE 11/10/04 15:06:24  
Filing Fee \$61.00  
Documentary Tax \$0.00  
State of Oklahoma  
County of Oklahoma  
Oklahoma County Clerk  
Carolynn Caudill

**Declaration of**  
**Covenants, Conditions and Restrictions**  
**(and NOTICE, DISCLOSURE & DISCLAIMER TO FUTURE BUYERS)**  
**OF BARRINGTON SECTION 1**

A part of the NE 1/4 of Section 29, T14N, R3W, I.M.  
Oklahoma City, Oklahoma County, Oklahoma

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, WINCHESTER DEVELOPMENT, LLC, an Oklahoma limited liability company, hereafter referred to as the "Declarant," is the owner of the land platted as BARRINGTON SECTION 1 and recorded in Plat Book 62, at Page 25-25 (the "Plat") in the office of the County Clerk of Oklahoma County, State of Oklahoma; and

WHEREAS, Declarant desires to submit the land and improvements constructed thereon to Oklahoma's Real Estate Development Act (Title 60 O.S. 1971, Sections 851-855, as amended).

NOW, THEREFORE, Declarant does hereby publish and declare that the land and its improvements are hereby subjected to the conditions, covenants, and restrictions herein set forth to be established upon the recording hereof, in accordance with and subject to the provisions of the Oklahoma Real Estate Development Act, and that the covenants, conditions, restrictions, use limitations, obligations, and provisions hereof shall be deemed to run with the land herein described and shall be for the use and benefit to the Declarant, its successors and assigns, and to any person or entity acquiring or owning an interest in the land and improvements, or any person thereof, their grantees, successors, heirs, personal representatives, devisees and assigns.

1. Definitions. Unless the context shall expressly provide otherwise:

1.1 "ASSOCIATION" means the BARRINGTON HOMEOWNERS ASSOCIATION, an Oklahoma non-profit corporation, its successors and assigns, the By-Laws of which shall govern the administration of the ASSOCIATION, the Members of which shall be all of the owners of Lots in the PROPERTY and any subsequent property annexed to this Declaration pursuant to Section 17.11, at the sole discretion of Declarant, per the terms and conditions herein delineated and further expanded in the Certificate of Incorporation and By-Laws of BARRINGTON HOMEOWNERS ASSOCIATION.

1.2 "Barrington" means the real property previously owned or now owned by Declarant, Sherry Hamilton, or Cheryl Fincher in the NE 1/4 of Section 29, T14N, R3W, I.M., Oklahoma City, Oklahoma County, Oklahoma, which Declarant elects to be included in the development. The development includes BARRINGTON SECTION 1 plus other areas which are separate from BARRINGTON SECTION 1 (Some areas may have different types of housing and different lot sizes).

1.3 "BARRINGTON SECTION 1" means the real property platted as BARRINGTON SECTION 1 and more particularly described as Exhibit "A".

Section 1.1 Amendment 1: Name changed to Barrington Neighborhood Homeowners Association

Section 1.2:

- Supplemental Declaration dated Mar 16, 2007: Section 2 Added
- Amendment 4: Section 3 Added
- Amendment 5: Section 4 Added

1.4 "Board of Directors" or "Board" means the body responsible for administration of the ASSOCIATION.

1.5 "By-Laws" means the By-Laws of the ASSOCIATION.

1.6 "Building" means one or more of the building improvements lying within the Property.

1.7 "Common Area" means all real and personal property which the ASSOCIATION now or hereafter owns, leases, or otherwise holds possessor or use rights in for the common use and enjoyment of the Owners. The term may or shall include without limitation, recreational facilities, entry features, signage, landscaped mediums, lakes, wetlands, hiking, walking, and bicycle trails, as shown on the Plat BARRINGTON SECTION 1 and deeded to the Association by the Declarant, or any other property conveyed to the ASSOCIATION by Declarant at some date in the future solely at Declarant's discretion.

1.8 "Common Expenses" means and includes expenses for maintenance, replacement, repair, operation, improvements, management and administration, and expenses declared common expenses by the provisions of this Declaration and the By-Laws of the ASSOCIATION.

1.9 "Declarant" means Winchester Development, LLC, an Oklahoma limited liability company, or any successor, successor-in-title, or assignee of Winchester Development, LLC, who is designated as Declarant in an instrument executed by the immediately preceding Declarant and may or may not be recorded, at the sole discretion of Declarant, with the County Clerk of Oklahoma County, State of Oklahoma.

1.10 "Declaration" means the Declaration of Covenants, Conditions, Restrictions, and Notice, Disclosure & Disclaimer to Future Buyers of BARRINGTON SECTION 1, and any subsequent property annexed to this Declaration pursuant to Section 17.11.

1.11 "Design Guidelines" means architectural, design, development, and other guidelines, standards, controls, and procedures including, but not limited to, application and review procedures, adopted and administered, as they may be amended, pursuant to Section 4.

1.12 "Lot" means a portion of the PROPERTY designated for separate ownership, the boundaries of which are the lot lines as shown on the recorded plat of the real estate described on Exhibit "A" and any subsequent property annexed to this Declaration pursuant to Section 17.11. In the event of a lot split which combines one or more lots, the new lot lines shall constitute the "lot".

1.13 "Managing Agent" means that entity contracted or employed to manage and conduct day to day operations, duties and obligations of the ASSOCIATION.

1.14 "Member" means a person entitled to membership to the ASSOCIATION. Every Owner of a Lot shall be entitled to membership in the ASSOCIATION per the terms and conditions herein delineated and further expanded in the Certificate of Incorporation and By-Laws of the ASSOCIATION.

1.15 "Owner" means a person or persons, firm, corporation, partnership, trust, association or other legal entity, or any combination thereof, who owns one or more Lots within the PROPERTY.

1.16 "Person" means a natural person, corporation, partnership, association, trust, other entity, or any combination thereof.

1.17 "PROPERTY" means the real property described herein as BARRINGTON SECTION 1, and any future additions annexed thereto as provided in this Declaration.

1.18 "Rules" shall mean the Rules and Regulations adopted by the ASSOCIATION as amended from time to time.

1.19 "Visible From Neighboring Property" shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of each neighboring property at an elevation of no greater than the elevation of the base of the object being viewed.

## 2. Limitations to Property Rights.

2.1 Intent. Declarant hereby declares that all of the property described in Exhibit "A" shall be held, sold, used, and conveyed subject to the following covenants, conditions, and restrictions which shall run with title to the land. This Declaration shall be binding on and shall inure to the benefit of all parties having any right, title, or interest in the PROPERTY or any part thereof, their heirs, successors, successors-in-title, and assigns.

2.2 Duration. Unless terminated as provided below, this Declaration shall have perpetual duration. Unless otherwise provided by Oklahoma law, in which case such law shall control, this Declaration may not be terminated within Fifty (50) years of the date of recording without the consent of all Owners. After Fifty (50) years from the date of recording, this Declaration may be terminated only by an instrument in writing, signed by a majority of the then Owners and recorded in the Official Records, which specifies the termination of this Declaration. Upon a termination of this Declaration, the Owners will remain responsible for the maintenance of the Common Areas to the satisfaction of the City of Oklahoma City and other governing bodies.

2.3 Governing Documents. This Declaration together with the By-Laws of Barrington Homeowner's Association, the Articles of Incorporation of Barrington Homeowner's Association (collectively, the "Governing Documents") shall contain the standards for the PROPERTY and the Association. The Governing Documents shall be supplemented by the Design Guidelines, Use Restrictions and Rules, and resolutions of the Board of Directors.

## 3. Use and Conduct. After the initial sale or transfer of a Lot or Lots by Declarant, all such Lots shall thereafter be used and occupied only for single family residence purposes by the Owner, by the Owner's family, the Owner's tenants or the Owner's guest.

3.1 Regulation. Declarant has established a general plan of development for the PROPERTY to enhance all Owners' quality of life and collective interests and the aesthetics and environment within the PROPERTY and to engender a pride of place and sense of community property. To accomplish this objective, the PROPERTY is subject to the land development, architectural, and design provisions set forth in Section 4, the other provisions of this Declaration governing individual conduct and use of or actions upon the PROPERTY, and the guidelines, rules and restrictions promulgated pursuant to this Section, all of which establish affirmative and negative covenants, easements, and restrictions on the PROPERTY. Notwithstanding the above, with respect to rules and regulations promulgated pursuant to this Section, the Board and the Members shall have the ability, in the manner set forth below,

to respond to changes in circumstances, conditions, needs, and desires within the Community. All provisions of this Declaration and any Rules shall apply to all Persons on the PROPERTY. The lessee and all occupants of leased residences shall be bound by the terms of the Governing Documents, whether or not the lease so provides. All Owners shall be responsible for insuring a provision in any lease informing the lessee and all occupants of the residence of all applicable rules and use restrictions affecting the Lot or the Common Area.

### 3.2 Rule Making Authority.

3.2.1 Subject to the terms of this Section and in accordance with its duty of care and undivided loyalty to the ASSOCIATION and its Members, the Board may adopt rules which modify, cancel, limit, create exceptions to, or expand the initial Use Restrictions set forth in Exhibit "B." The Board shall send notice by mail to all Owners concerning any such proposed action at least five (5) business days prior to the Board meeting at which such action is to be considered. Members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken. Any such rules shall become effective after compliance with Section 3.2.2.

3.2.2 At least thirty (30) days prior to the effective date of any action under Sections 3.2.1 or 3.2.2, the Board shall send a copy of the rule to each Owner specifying the effective date of such rule. The ASSOCIATION shall provide, without cost, a copy of the Use Restrictions and rules then in effect to any requesting Member or Mortgagee.

3.2.3 In the event of a conflict between the Design Guidelines and the Use Restrictions, the Design Guidelines shall control.

3.2.4 Procedures required under this Section shall not apply to enactment and enforcement of administrative rules and regulations governing use of the Common Area unless the Board chooses in its discretion to submit to such procedures. Examples of such administrative rules and regulations shall include, but not be limited to, hours of operation of a recreational facility, speed limits on private roads, and the method of allocating or reserving use of a facility (if permitted) by particular individuals at particular times. The Board shall exercise business judgment in the enactment, amendment, and enforcement of such administrative rules and regulations.

3.3 Owners' Acknowledgment. All Owners are subject to the Use Restrictions and are given notice that (a) their ability to use their privately owned property is limited thereby, and (b) the Board and/or the Members may add, delete, modify, create exceptions to, or amend the Use Restrictions. By acceptance of a deed, each Owner acknowledges and agrees that the use and enjoyment and marketability of his or her property can be affected by this provision and that the Use Restrictions and rules may change from time to time.

3.4 Protection of Owners. Except as may be specifically set forth in the initial Use Restrictions, neither the Board nor the Members may adopt any rule in violation of the following provisions:

3.4.1 Similar Treatment. Similarly situated Owners and occupants shall be treated similarly.

3.4.2 Speech. The rights of Owners and occupants to display on their Lot political signs and symbols of the kinds normally displayed in or outside residences located in single-family residential neighborhoods in individually owned property shall not be abridged, except that the ASSOCIATION may adopt reasonable time, place, and manner restrictions regulating signs and symbols which are visible from outside the Lot. This Declaration and any Rules adopted by the Board shall not be construed to supersede or limit applicable governmental ordinances regulating signs or symbols on Lots.

3.4.3 Religious and Holiday Displays. The rights of Owners and occupants to display religious and holiday signs, symbols, and decorations on their Lots of the kinds customarily displayed in residences located in single-family residential neighborhoods shall not be abridged, except that the ASSOCIATION may adopt reasonable time, place, and manner restrictions regulating display which may be visible from outside the Lot.

3.4.4 Assembly. The rights of Owners and occupants to assemble on such portions of the Common Areas as are designated by the Board from time to time shall not be eliminated, provided, however, the Board may adopt reasonable time, place, and other restrictions on assembly. At no time shall Common Area be construed as a place of public assembly.

3.4.5 Household Composition. No rule shall interfere with the freedom of occupants of a Lot to determine the composition of their households, except that the ASSOCIATION shall have the power to require that all occupants be Members of a single housekeeping unit and to limit the total number of occupants permitted in each residence on the basis of the size and facilities of the residence and its fair share use of the Common Area, provided that such limits shall not be less restrictive than applicable governmental codes or ordinances in establishing the total number of occupants.

3.4.6 Activities Within Dwellings. No rule shall interfere with activities carried on within the confines of dwellings, except that the ASSOCIATION may prohibit activities not normally associated with property restricted to residential use, and it may restrict or prohibit any activities that create monetary costs for the ASSOCIATION or other Owners, that create a danger to the health or safety of occupants of other dwellings, that generate excessive noise or traffic, that create unsightly conditions visible outside the dwelling, or that create an unreasonable source of annoyance.

3.4.7 Alienation. No rule shall prohibit leasing or transferring any Lot, or require consent of the ASSOCIATION or Board for leasing or transferring any Lot; provided, the ASSOCIATION or the Board may require a minimum lease term of up to twelve (12) months. The ASSOCIATION may require that Owners use lease forms approved by the ASSOCIATION. Unless otherwise specifically set forth in the Declaration, the ASSOCIATION shall not impose any fee on the lease or transfer of any Lot greater than an amount reasonably based on the costs to the ASSOCIATION of its costs to administer that lease or transfer.

3.4.8 Abridging Existing Rights. Any rule which would require Owners to dispose of personal property being kept on the PROPERTY shall apply prospectively only and shall not require removal of any property which was being kept on the



PROPERTY prior to the adoption of such rule and which was in compliance with all rules in force at such time unless otherwise required to be removed by law. Notwithstanding the above, the rights conferred under this subsection are for the benefit of affected Owners only and shall not be transferable or run with title to any Lot within the PROPERTY.

3.4.9 Application of Rules. No rule shall be applied retroactively except as otherwise required by law.

The limitations in this Section shall apply to rules only; they shall not apply to amendments to this Declaration adopted in accordance with Section 10.

#### 4. Architecture and Landscaping

4.1 General Requirement for Prior Approval. No structure shall be placed, erected, or installed on any portion of the PROPERTY, no alterations of or additions to the existing landscaping, and no improvements (including staking, clearing, excavation, grading, and other site work, and exterior alteration of existing improvements) shall take place within the PROPERTY except in compliance with this Section and the Design Guidelines promulgated pursuant to Section 4.3. In addition to the construction of dwellings and other Buildings, it is specifically intended that placement or posting of other structures (e.g. fences, signs, antennae and satellite dishes, clotheslines, playground equipment, basketball hoops, pools, propane and other fuel tanks or devices (other than portable gas grills), lighting, temporary structures, solar devices, and artificial vegetation) on the exterior of any Lot or other portion of the PROPERTY shall be regulated by this Declaration and the Design Guidelines and require the approval of the appropriate Reviewer under Section 4.3. Modifications to the interior of specified porches, patios, and similar portions of a Lot visible from outside the structures On the Lot shall be subject to this Section. No approval shall be required to repaint the exterior of a structure in accordance with the ordinarily approved color scheme. This requirements of this Section 4.1 shall not apply to Declarant's activities nor to improvements to the Common Area by or on behalf of the ASSOCIATION. This Section shall not apply to activities of the City of Oklahoma City, Oklahoma performed on property owned by the City and used for public purposes so long as the City complies with the separate deed restrictions applicable to such property, if any. This Section may not be amended without Declarant's written consent so long as Declarant owns any portion of Barrington or any land subject to annexation to this Declaration.

4.2 Architectural Review. The committee in charge of architectural review ("the Architectural Committee") shall be composed of three (3) or more natural persons. As long as the Declarant owns any Lots within Barrington, the Architectural Committee shall be composed of James A. Fincher, Cheryl Fincher, and Sherry Hamilton, or such persons as Declarant elects. The affirmative vote of a majority of the members of the Architectural Committee (which shall be the required quorum of the Committee) shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in the By-Laws. Upon the sale of the Declarant's final Lot within Barrington, or earlier solely at Declarant's option, the Board shall appoint the members of the Architectural Committee, and such persons shall serve at the pleasure of the Board.

4.2.1 Fees; Assistance. For purposes of this Section, the entity having jurisdiction in a particular case shall be referred to as the "Reviewer," including the Architectural Committee. The Reviewer may at its discretion establish and charge reasonable fees

4.2 See Amendment 6

Architectural Committee may, at it's discretion, designate specific responsibility to the HOA.

for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include reasonable costs incurred in having any application reviewed by architects, engineers or other professionals. Declarant and the ASSOCIATION may employ architects, engineers, or other persons as deemed necessary to perform the review. The Board may include the compensation of such persons in the ASSOCIATION's annual operating budget as a Common Expense.

#### 4.3 Guidelines and Procedures.

4.3.1 Design Guidelines. Declarant has prepared the initial design guidelines attached hereto as Exhibit "C" and incorporated herein by reference ("the Design Guidelines") which shall apply to construction and landscaping activities within PROPERTY, as provided in Section 4.2. The Design Guidelines are intended to provide guidance to Owners regarding matters of particular concern in considering applications hereunder. The Design Guidelines are not the exclusive basis for decisions of the Reviewer, and compliance with the Design Guidelines does not guarantee approval of any application.

As long as it owns any portion of Barrington, Declarant shall have sole authority to amend the Design Guidelines from time to time in its discretion. Thereafter, the Architectural Committee shall have authority to amend the Design Guidelines, with the Board's consent. Amendments to the Design Guidelines shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation of the scope of amendments to the Design Guidelines; Declarant is expressly authorized to amend the Design Guidelines to remove requirements previously imposed or otherwise to make the Design Guidelines more or less restrictive in whole or in part.

The Architectural Committee shall make the Design Guidelines available to Owners and Builders who seek to engage in development or construction within the PROPERTY, and all such Persons shall conduct their activities in accordance with such Design Guidelines.

All structures and improvements constructed upon a Lot shall be constructed in strict compliance with the Design Guidelines in effect at the time the plans of such improvements are submitted to the Reviewer, unless the Reviewer has granted a variance in writing pursuant to Section 4.5. So long as the Reviewer has acted in good faith, its findings and conclusions with respect to appropriateness of applicability of, or compliance with the Design Guidelines and this Declaration shall be final. So long as Declarant owns any portion of Barrington, Declarant may, in its sole and absolute discretion, unilaterally overrule any finding of the Reviewer.

4.3.2 Procedures. Prior to commencing any activity within the scope of Section 4.2, an Owner shall submit an application for approval of the proposed work to the Reviewer with a copy to Declarant if Declarant is not the Reviewer. Such application shall be in the form required by the Reviewer and shall include plans and specifications ("Plans") showing site layout, structures design, exterior elevations, exterior materials and colors, signs, landscaping, drainage, lighting, irrigation, fencing, utility facilities layout and screening and/or fencing therefore, and other features of proposed construction, as required by the Design Guidelines and as

applicable. The Reviewer may require submission of such additional information as it deems necessary to consider any application.

In reviewing each submission, the Reviewer may consider whatever reasonable factors it deems relevant, including, but not limited to, visual and environmental impact, natural plans and finish grade elevation, harmony of external design with surrounding structures and environment, and architectural merit. Decisions may be based purely on aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements.

Approval by the Reviewer shall be required prior to Pursuing or gaining any required approval from the local governing bodies. The Reviewer shall not require permits or other approvals by local government entities other than those issued by such entities in the usual course of business.

The Reviewer shall, within the period specified in the Design Guidelines, advise the party submitting the same, in writing, at an address specified by such party at the time of submission, of (i) approval of Plans, or (ii) segments or features of the Plans which are deemed by such committee to be inconsistent or not in conformity with this Declaration and/or the Design Guidelines in the Architectural Committee's sole and absolute discretion. In the event the Reviewer fails to advise the submitting party by written notice within the period specified in the Design Guidelines of either the approval or disapproval, approval shall be deemed to have been given. Notice shall be deemed to have been given at the time the envelope containing such notice, properly addressed, and postage prepaid, is deposited with the U.S. Postal Service, registered or certified mail, return receipt requested. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery to the submitting party. In no event shall approval by the Reviewer constitute approval by the City of Oklahoma City. If the City of Oklahoma City fails to approve Plans, such party shall submit to the Reviewer the City of Oklahoma City approved Plans for approval pursuant to this Section 4.3.

If construction does not commence on a project for which Plans have been approved within one hundred twenty (120) days of such approval, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to resubmit the Plans to the Reviewer for reconsideration. If construction is not completed on a project for which Plans have been approved within eighteen (18) months or within the period set forth in the Design Guidelines or in the approval, such approval shall be deemed withdrawn, and such incomplete construction shall be deemed to be in violation of this Section. Construction features that require a permit from the City of Oklahoma City will be considered complete when all improvements comply with the approved plans and all inspections and approvals have been approved by the City of Oklahoma City.

4.4 No Waiver of Future Approvals. Each Owner acknowledges that the Reviewer will change from time to time and that interpretation, application and enforcement of the Design Guidelines may vary accordingly. Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval. Should the Reviewer permit nonconforming



improvements through hardship or error, it shall not be construed as a waiver of future enforcement rights or permission for future noncompliance.

4.5 Variances. The Reviewer may authorize variances in writing from its guidelines and procedures in the Architectural Committee's sole and absolute discretion. Inability to obtain or the terms of any governmental approval or the terms of any financing shall not be considered a hardship warranting a variance. Notwithstanding the above, the Reviewer may not authorize variances without the written consent of Declarant, as long as it owns any portion of Barrington.

4.6 Limitation of Liability. Review and approval of any application pursuant to this Section is made on the basis of aesthetic considerations only, and Declarant, the ASSOCIATION, the Board, the Architectural Committee, or any member of the foregoing, shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, or for ensuring compliance with building codes and other governmental requirements. Declarant, the ASSOCIATION, the Board, the Architectural Committee, or any member of any of the foregoing shall not be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction or modifications to any Lot. In all matters, the Architectural Committee, its members, Declarant, and the Board shall be defended and indemnified by the ASSOCIATION as provided in the Bylaws.

4.7 Enforcement. All approvals granted hereunder shall be deemed conditioned upon completion of all elements of the approved work and all work previously approved with respect to the same Lot, unless approval to modify any application has been obtained. The ASSOCIATION shall be primarily responsible for enforcement of this Section. If, however, in Declarant's discretion, the ASSOCIATION fails to take appropriate enforcement action within a reasonable time portion, Declarant, for so long as it owns any portion of Barrington shall be authorized to exercise any enforcement rights which could have been exercised by the ASSOCIATION.

5. Easements for Encroachments. If any portion of, or improvements on the Common Areas encroaches upon a Lot or Lots, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist, regardless of whether such easement is shown on the recorded plat. If any portion of a Lot encroaches upon the Common Areas, or upon an adjoining Lot or Lots, a valid easement for the encroachment and for the maintenance of same, as long as it stands, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Areas or on the Lots.

6. Administration and Management; Mandatory Membership. The administration and management of the PROPERTY shall be governed by the Declaration and the By-Laws of the ASSOCIATION. The ASSOCIATION shall be governed by the Board as provided in the Certificate of Incorporation and By-Laws of the ASSOCIATION. The administration and management of the Common Areas shall be governed by this Declaration, the Certificate of Incorporation, and By-Laws of the ASSOCIATION. An Owner of a Lot shall mandatorily become a Member of the ASSOCIATION per the terms and conditions herein delineated and further expanded in the Certificate of Incorporation and By-Laws of ASSOCIATION. The ASSOCIATION may employ agents, servants and employees and any person or firm to act as Managing Agent at any agreed compensation.

7. Owner's Maintenance Responsibility of Lot. For purposes of maintenance, repair, alteration and remodeling, an Owner shall be deemed to be responsible for all portions, whether interior or

exterior, of the Lot and its improvements, and for maintenance and upkeep of the Lot in a presentable condition, as determined by the Architectural Committee, or the Architectural Committee may, at its discretion, mow said Lot, maintain improvements thereon, trim trees, and remove trash or debris, the cost of which shall be borne by the Owner.

9. Records; Inspection by Owners and Mortgagees.

9.1 Retention. The ASSOCIATION Board shall keep or cause to be kept current certified copies of the recorded Declaration, the executed By-Laws, and the books and records with detailed accounts of the receipts and expenditures affecting the ASSOCIATION and its administration. The records so kept shall be available for inspection by all Owners, lenders, and the holders, insurers, and guarantors of first mortgages at convenient hours on working days or under other reasonable circumstances.

10. Compliance with Provisions of Declaration, By-Laws and Rules and Regulations. Each Owner shall comply strictly with the provisions of this Declaration, the By-Laws of the ASSOCIATION, and the rules, regulations, Design Guidelines, decisions and resolutions of the ASSOCIATION adopted pursuant thereto as the same may be lawfully amended from time to time. Failure and refusal after written notice to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief or both, and for reimbursement of all attorney's fees incurred in connection therewith and interest on all of such amounts at the highest lawful rate, which action shall be maintainable by the Managing Agent or Board of Directors in the name of the ASSOCIATION on behalf of the Owners or, in a proper case, by an aggrieved Owner.

11. Revocation or Amendment to Declaration; Amendment of Undivided Interest in Common Areas. This Declaration shall not be revoked unless all of the Members unanimously consent and agree to such revocation by instrument(s) duly recorded. This Declaration shall not be amended unless the Owners representing an aggregate ownership interest of Sixty-Six percent (66%), or more, of the votes cast consent and agree to such amendment by instrument(s) duly recorded. This document shall not be amended or revoked without approval of the Declarant so long as Declarant owns any portion of Barrington, or any lots in any current or future sections of Barrington. However, Declarant may amend this Declaration at any time, subject to limitations set forth in paragraphs 17.9 and 17.10 below.

12. Assessment for Common Expenses.

12.1 Obligation to Pay Pro-rata Share. Except as otherwise provided herein, all Members shall be obligated to equally pay the assessments, either estimated or actual, imposed by the Board of the ASSOCIATION to meet the Common Expenses as further set forth in the Certificate of Incorporation and Bylaws of the ASSOCIATION.

13. Owner's Personal Obligation for Payment of Assessments.

13.1 Non-Exemption From Payment. The amount of Common Expenses assessed against each Lot shall be the personal and individual debt of the Owner thereof. No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use of enjoyment of any of the Common Areas or by abandonment of his Lot.

13.2 Unsold Lot Assessments. Declarant shall not be responsible for payment of assessments for any Lots in which title is held by Declarant and no assessments shall be paid on any lot until a home is first occupied.

13.3 Reserves and Working Capital. The ASSOCIATION shall have the right to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Areas which the ASSOCIATION may be obligated to maintain as further set forth in the respective associations Certificate of Incorporation and Bylaws.

14. Period of Ownership. Unless otherwise provided in this Declaration, the terms and conditions created by this Declaration shall continue until this Declaration is revoked in the manner as is provided for in this Declaration.

15. General Reservations. Declarant hereby reserves a permanent ingress and egress easement and also reserves the right to establish within the Common Areas future easements, reservations, exceptions and exclusions consistent with the ownership and development of the Common Areas, BARRINGTON SECTION 1 and for the best interests of the Declarant, Owners and the ASSOCIATION in order to serve the entire real estate development and future development in proximity to Barrington.

16. Waiver Clause. Except as to the payment of assessments, the Declarant shall have the power to grant to any Owner a waiver, variance or exception of and from any of the provisions of this Declaration.

17. General.

17.1 Severance. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word, or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any such provisions, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

17.2 Failure to Enforce Not Waiver. No provision contained in this Declaration, the By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number violations or breaches which may occur.

17.3 Captions. The captions herein are inserted only as a matter of convenience, and for reference, and in no way define, limit or describe the scope of this Declaration or exhibits or the intent of any provision hereof.

17.4 Gender. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine or neuter gender, and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

17.5 Covenants to Run With the Land. The covenants, conditions and restrictions of this Declaration shall run with and bind the PROPERTY and shall inure to the benefit of and be enforceable by the ASSOCIATION, or any member, their respective legal representatives, heirs, successors and assigns.

17.6 Declarant Easement. Declarant hereby retains an easement through the Common Areas as may be necessary for the purpose of discharging Declarant's obligations, exercising Declarant's rights reserved herein, or for such other purposes at the sole discretion of Declarant.

17.7 Enforcement at Law or In Equity; Notice to Mortgagee of Uncured Default. The ASSOCIATION, or any Owner or Declarant, so long as Declarant owns any portion of Barrington, shall have the right to enforce by proceedings, at law or in equity, all restrictions, conditions, covenants, or reservations and the right to recover damages or other dues for such violation; however, with respect to assessment liens and the Rules, the ASSOCIATION shall have the exclusive right to the enforcement thereof. The ASSOCIATION, or any Owner shall also have the right to enforce, by proceedings at law or in equity, the provisions of this Declaration, the By-Laws, and any amendments thereto. A first mortgagee, upon request, will be entitled to written notification from the ASSOCIATION of any default in the performance by the individual Lot Borrower of any obligation under the PROPERTY documents which is not cured within sixty (60) days.

17.8 Attorneys' Fees. In the event an action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto, as part of the judgment, reasonable attorneys' fees and costs of such suit. In the event the ASSOCIATION is a prevailing party in such action, the amount of such attorneys' fees and costs shall be a special assessment with respect to the Lot involved in the action. In addition to the foregoing, the ASSOCIATION shall indemnify Declarant for all costs and expenses, including but not limited to attorney's fees, in any way related to this Declaration, Bylaws, the ASSOCIATION Certificate of Incorporation, ASSOCIATION activities and/or the Common Areas.

17.9 Special Amendment. So long as Declarant owns any portion of Barrington, Declarant may unilaterally amend this Declaration for any purpose. Thereafter, Declarant may unilaterally amend this Declaration if such amendment is (i) necessary to bring any provision into compliance with any applicable governmental statutes, rule, regulation, or judicial determination; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) required by an institutional or governmental lender or purchaser of Mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable it to make or purchase Mortgage loans on the Lots; (iv) necessary to enable any governmental agency or reputable private insurance company to guarantee or insure Mortgage loans on the Lots; or (v) otherwise necessary to satisfy the requirements of any governmental agency for approval of this Declaration. However, any such amendment shall not adversely affect the title to any Lot unless the affected Owner shall consent hereto in writing. In addition, so long as Declarant owns any portion of Barrington, it may unilaterally amend this Declaration for any other purpose.

17.10 Future Membership Rights. The right to require or allow membership in the ASSOCIATION shall be the exclusive right of Declarant as set forth in this Declaration, so long as the Declarant owns property in the NE 1/4 of Section 29, T14N, R3W, I.M., Oklahoma City, Oklahoma County, Oklahoma. New Members shall have no cost to join except the prorata assessment for current year and in no case be required to pay larger assessments than other Members who happened to join earlier.

17.11 Future Additions. Although this Declaration includes initially only the real property described as BARRINGTON SECTION 1, it is the intention of the Declarant to develop additional areas in Barrington which additional areas will be complementary in concept to this Declaration, and which additional areas will provide additional owners as Members of the Association. The Declarant, its successors and assigns, shall have the right, but not the obligation, to bring within the concept of this Declaration real property within Barrington, or in the vicinity of Barrington (Future sections of Barrington shall have lot owner Members

of the ASSOCIATION per the terms and conditions herein delineated and further expanded in the Certificate of Incorporation and By-Laws.)

In the event the Declarant exercises its rights under this Section 17.11, then the additions authorized under this Section shall be made by the Declarant filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions ("Supplementary Declaration") with respect to the additional property which shall extend the concept of the covenants and restrictions of this Declaration to such property. Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties.

17.12 Declarant's Right to Ingress and Egress. The Declarant and lot buyers of Declarant, employees, contractors, workers, suppliers and potential customers of Declarant's lot buyers shall have the right of ingress and egress onto Barrington for its purposes at all reasonable times. No lot owner in the PROPERTY shall be denied reasonable access to his lot.

17.13 Sidewalks and Walkways. All homes in the PROPERTY are required to have sidewalks conforming to the City of Oklahoma City standards and consistent with the other sidewalks in the addition. The sidewalks are the responsibility of the home builder and not the Declarant and must be built before first occupancy of the home.

17.14 Drainage and Emergency Overflow. All small drainage channels, emergency overflow and other swales which are important to abutting properties but are not a part of the drainage system maintained by public authority, utility company, or association shall be the property Owner's responsibility; and it shall be the responsibility of the Owner to a) keep the easements, channels and swells free of any structure, planting or other material which may change the direction of flow or obstruct or retard the flow of surface water in the channels or swales whether they be in easements or contained on the individual property owner's lot and; b) provide continuous maintenance of the improvements in the easements or of the channels or swales and keep the existing drainage patterns in tact; except for the improvements for which a public authority, utility company or association is responsible and; c) prevent any changes in existing drainage which would adversely affect adjacent property Owners. (This restriction shall be in effect after builder completes the final grade on the new home.) It is the homeowners' responsibility to maintain drainage on homeowners' site. Homeowner is responsible for and must insure that established drainage patterns are not impeded by landscaping, decking, pools, driveways, walls, etc. This responsibility includes but is not limited to hiring a licensed civil engineer to design a plan that will maintain the established drainage when a pool is installed and it shall be the responsibility of the Owner to see that the engineer's plan is implemented in such a way as to not adversely impact adjacent property owners. The ASSOCIATION has or may have obligations to the City of Oklahoma City for, among other things, various drainage structures required by the City in connection with City approval of the various plats of Barrington.

17.15 Exclusion from Membership. Any lands developed for non-residential usage will not be eligible for membership in the ASSOCIATION unless owned by the ASSOCIATION.

17.16 Declarant's Authority to Determine Common Areas. Declarant at its option, may deed property to the ASSOCIATION solely at the Declarant's discretion.

17.17 Assignment by Declarant. Declarant reserves the right to assign all or a portion of its right and interest herein to any third party.

17.18 Restriction on Assignment by Declarant. The ASSOCIATION shall not transfer or deed any portion of the Common Areas to any party without the unanimous consent of Owners, and the consent of the Declarant as long as the Declarant owns any property within Barrington. The ASSOCIATION shall not transfer or deed any portion of the Common Areas conveyed to the ASSOCIATION by Declarant without the prior written consent of Declarant.

17.19 Restriction on Merger; Consolidation. The ASSOCIATION shall not merge or consolidate with any other homeowner's association without the vote of Sixty-Six (66%) of the Owners, and the consent of the Declarant as long as the Declarant owns any property within Barrington. The ASSOCIATION shall not transfer, convey, deed, title, assign, lease or sublet any portion of the Common Areas conveyed to the ASSOCIATION by Declarant without the prior written consent of Declarant.

18. NOTICES, DISCLOSURES AND DISCLAIMERS

18.1 Inspection of Association Documents. The Declaration, Certificate of Incorporation, and By-Laws are available for inspection at the offices of the Declarant or the ASSOCIATION.

18.2 Dedication of Common Area by Declarant. Transfer of land to the ASSOCIATION by the Declarant shall be at such time and under such conditions as determined in the sole discretion of the Declarant. The ASSOCIATION agrees that deed of the Common Areas by Declarant shall be on an as-is, where-is basis. The Declarant shall also deed the Common Areas subject to certain permanent easements in the Common Areas for the benefit of Declarant. Common Areas and improvements, if any, will not be deeded to the ASSOCIATION until the Declarant feels there are an adequate number of owners to support the common areas. Common areas shall not be open to Members until such time as the Declarant determines. Declarant makes no promises or guarantees of any kind as to improvements on the Common Areas and will make only such improvements as determined by the Declarant. Much of the Common Areas may be left completely natural by the Declarant.

18.3 Walls, Fences, or Enclosures of Property. Mulholland, an addition which abuts a portion of Barrington, has a masonry wall. To Declarant's knowledge without inquiry, the wall is owned by the neighboring addition and not Declarant or ASSOCIATION. Declarant may construct any future fences, enclosures, or walls with the type of composition and character as the Declarant in its sole discretion determines. Every Owner within the PROPERTY acknowledges and agrees by purchasing a Lot within the PROPERTY that Declarant is not making and specifically disclaims any warranties or representations of any kind or character, express or implied, with respect to the walls, fences or enclosures of Barrington, including, but not limited to, warranties or representations as to the manner, quality, state of repair or lack of repair of the walls, fences or enclosures of Barrington. The Owner agrees that it has not relied upon and will not rely upon, either directly or indirectly, any statement, representation or warranty of Declarant or any agent of Declarant. Each Owner acknowledges and agrees that any walls, fences or enclosures of Barrington are "AS IS, WHERE IS."

18.4 This Declaration pertains only to PROPERTY and in no way expands the authority of the ASSOCIATION except to expressly authorize and require membership in the ASSOCIATION for Member Owners of PROPERTY, as further set forth in the Certificate of Incorporation and By-laws of the association. Other sections of Barrington may have

covenants and restrictions which vary from those of PROPERTY and which do not grant the ASSOCIATION the same power and authority as the covenants of PROPERTY create.

#### 18.5 Easement.

18.5.1 Easement Reserved. The Declarant reserves the right to locate, construct, erect and maintain or cause to be located, constructed, erected and maintained in and on the areas indicated on the Plat easements and in all Common Areas, sewer or other pipe lines, drainage structures, conduits, poles and wires and any other method of conducting or performing any public or quasi-public utility or function above or beneath the surface of the ground with the right of access at any time to the same for the purpose of repair and maintenance; that where easements are provided along the rear of the Lot or Lots, then in that event all sewer and other pipe lines, conduits, poles and wires may be installed under the streets throughout the addition where necessary to carry same across the street. Such easements rights shall be deemed to run with the land.

18.5.2 Easement For Cross Drainage. Every Lot and the Common Area shall be burdened with easements for natural drainage of storm water runoff from other portions of Barrington. The Declarant reserves for itself, successors, assigns and designees the right to alter drainage flows to allow the development of additional lands in the vicinity of Barrington. This right includes, but is not limited to, the right to increase storm water run-off from other land to the Common Area and across any lot, or any portion thereof, but not the dwelling thereon. All Owners are subject to this easement for cross drainage and are given notice that (a) their ability to use their privately owned property is limited thereby, and (b) their use, enjoyment and marketability of their property can be affected by this provision. By acceptance of a deed, each owner acknowledges and agrees to this easement.

[The remainder of page intentionally left blank]

Paragraphs 18.6 and 18.7 added; See Amendment 2

18.6 Negative Covenants with no-build areas for erosion potential on Section 1, Block 1, Lots 13,14,15,16

18.7 Hold harmless agreement for erosion

IN WITNESS WHEREOF, the undersigned executed this Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) Of BARRINGTON SECTION 1 on this 9th day of November, 2004.

WINCHESTER DEVELOPMENT, LLC,  
an Oklahoma limited liability company

By: Cheryl Fincher  
manager

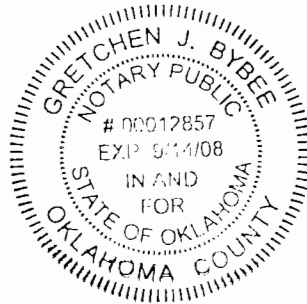
STATE OF OKLAHOMA            )  
  ) SS  
COUNTY OF OKLAHOMA        )

The foregoing instrument was acknowledged before me this 9th day of November, 2004, by Cheryl Fincher, Manager of Winchester Development, LLC, an Oklahoma limited liability company.

Gretchen J. Bybee  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

09/14/2008





**EXHIBIT "A"**

**Legal Description for Barrington Section 1**

# Legal Description

A part of the Northeast Quarter of Section 29, T14N, R3W, I.M., Oklahoma County, Oklahoma more particularly described as follows:

Commencing at the NE corner of the said Northeast Quarter of Section 29;

THENCE North 89°07'40" West along the North line thereof a distance of 1080.00 feet to the POINT OF BEGINNING;

THENCE South 01°13'49" West a distance of 398.33 feet;  
THENCE South 17°12'34" East a distance of 64.35 feet;  
THENCE South 28°19'00" West a distance of 64.84 feet;  
THENCE South 80°56'22" West a distance of 139.40 feet;  
THENCE South 02°11'37" East a distance of 153.05 feet;  
THENCE South 15°18'38" East a distance of 160.84 feet;  
THENCE South 55°22'16" East a distance of 218.92 feet;  
THENCE South 36°55'42" East a distance of 282.90 feet;  
THENCE South 66°36'48" East a distance of 272.85 feet;  
THENCE South 03°37'00" East a distance of 77.17 feet;  
THENCE South 09°48'22" West a distance of 163.38 feet;  
THENCE South 46°18'40" East a distance of 137.72 feet;  
THENCE North 58°09'04" East a distance of 63.79 feet;  
THENCE North 05°26'38" East a distance of 216.11 feet;  
THENCE North 40°10'29" East a distance of 61.29 feet;  
THENCE North 89°39'03" East a distance of 240.18 feet;  
THENCE South 37°29'41" East a distance of 110.68 feet;  
THENCE South 25°16'04" West a distance of 85.77 feet;  
THENCE South 47°10'19" West a distance of 137.79 feet;  
THENCE South 08°36'25" East a distance of 176.14 feet;  
THENCE South 07°37'37" West a distance of 240.16 feet;  
THENCE South 03°26'40" East a distance of 195.00 feet;  
THENCE South 36°34'15" East a distance of 105.69 feet;  
THENCE South 39°06'45" West a distance of 60.36 feet;  
THENCE South 61°00'09" West a distance of 199.26 feet;  
THENCE South 21°07'19" East a distance of 85.74 feet;  
THENCE South 70°05'12" East a distance of 249.22 feet;  
THENCE South 53°41'23" East a distance of 77.27 feet  
to a point on the south line of the said NE 1/4;  
THENCE North 89°50'18" West along the south line thereof,  
said line also being the north line of TWIN OAKS 1st,  
2nd AND 4th ADDITIONS, according to the recorded plat  
thereof a distance of 1809.87 feet;  
THENCE North 00°09'42" East a distance of 209.00 feet;  
THENCE South 89°50'18" East a distance of 17.00 feet;  
THENCE North 00°09'42" East a distance of 368.00 feet;  
THENCE South 89°50'18" East a distance of 226.35 feet;  
THENCE along a curve to the left having a radius of 1227.64  
feet 744.89 feet along said curve having a chord direction  
of North 72°46'45" East;  
THENCE along a curve to the left having a radius of 75.00 feet  
31.82 feet along said curve having a chord direction of  
North 43°14'34" East;  
THENCE North 31°05'19" East a distance of 25.68 feet;  
THENCE North 12°05'12" West a distance of 34.21 feet;  
THENCE along a curve to the right having a radius of 760.43  
feet 181.25 feet along said curve having a chord direction  
of North 48°26'01" West;  
THENCE along a curve to the right having a radius of 2034.11  
feet 63.36 feet along said curve having a chord direction  
of North 40°42'47" West;  
THENCE North 81°11'55" West a distance of 33.05 feet;  
THENCE along a curve to the right having a radius of 957.64  
feet 24.51 feet along said curve having a chord direction  
of South 58°09'23" West;  
THENCE North 31°06'37" West a distance of 50.00 feet;  
THENCE along a curve to the left having a radius of 907.64  
feet 12.70 feet along said curve having a chord direction  
of North 58°29'20" East;  
THENCE North 10°32'00" East a distance of 36.90 feet;  
THENCE along a curve to the right having a radius of 2034.11  
feet 96.46 feet along said curve having a chord direction  
of North 35°39'47" West;  
THENCE North 34°18'17" West a distance of 183.51 feet;  
THENCE North 79°18'17" West a distance of 35.36 feet;  
THENCE South 55°41'43" West a distance of 15.00 feet;  
THENCE North 34°18'17" West a distance of 50.00 feet;  
THENCE North 55°41'43" East a distance of 15.00 feet;  
THENCE North 10°41'43" East a distance of 35.36 feet;  
THENCE North 34°18'17" West a distance of 160.16 feet;  
THENCE along a curve to the right having a radius of 963.74  
feet 117.02 feet along said curve having a chord direction  
of North 30°49'34" West;  
THENCE North 70°53'55" West a distance of 34.45 feet;  
THENCE South 65°33'03" West a distance of 15.95 feet;  
THENCE North 24°26'57" West a distance of 50.00 feet;  
THENCE North 65°33'03" East a distance of 15.95 feet;  
THENCE North 72°00'01" East a distance of 34.45 feet;

THENCE along a curve to the right having a radius of 963.74  
feet 148.32 feet along said curve having a chord direction  
of North 17°08'30" West;  
THENCE North 12°43'57" West a distance of 66.85 feet;  
THENCE North 48°56'33" West a distance of 60.61 feet;  
THENCE North 89°50'18" West a distance of 521.84 feet;  
THENCE North 00°09'42" East a distance of 50.00 feet;  
THENCE South 89°50'18" East a distance of 14.86 feet;  
THENCE North 45°04'51" East a distance of 35.31 feet;  
THENCE North 00°00'00" East a distance of 135.58 feet;  
THENCE along a curve to the left having a radius of 60.00  
feet 18.86 feet along said curve having a chord direction  
of North 09°00'16" West;  
THENCE North 18°00'32" West a distance of 164.33 feet;  
THENCE along a curve to the right having a radius of 540.00  
feet 177.95 feet along said curve having a chord direction  
of North 08°34'06" West;  
THENCE North 00°52'20" East a distance of 23.01 feet;  
THENCE North 44°07'40" West a distance of 35.36 feet;  
THENCE North 00°52'20" East a distance of 50.00 feet to a  
point on the north line of the said NE 1/4;  
THENCE South 89°07'40" East along said north line a distance  
of 1135.17 feet to the Point of Beginning containing  
58.42 acres or 2544644.09 square feet more or less.

Less and except:

Commencing at the NE corner of the said Northeast Quarter of Section 29;

THENCE North 89°07'40" West along the North line thereof a distance of 1417.64 feet;

THENCE 65.00 feet South 00°52'20" West to the POINT OF BEGINNING

THENCE South 00°00'00" East a distance of 140.84 feet;  
THENCE along a curve to the left having a radius of 50.00  
feet 39.48 feet along said curve having a chord direction  
of South 70°14'43" West;  
THENCE along a curve to the right having a radius of 45.00  
feet 33.41 feet along said curve having a chord direction  
of South 68°53'36" West;  
THENCE North 89°50'18" West a distance of 510.88 feet;  
THENCE along a curve to the left having a radius of 175.00 feet  
55.50 feet along said curve having a chord direction of  
South 81°04'35" West;  
THENCE South 71°59'28" West a distance of 10.97 feet;  
THENCE North 62°13'13" West a distance of 35.84 feet;  
THENCE along a curve to the right having a radius of 460.00  
feet 138.75 feet along said curve having a chord direction  
of North 07°46'08" West;  
THENCE North 00°52'20" East a distance of 30.14 feet;  
THENCE North 45°52'20" East a distance of 14.14 feet;  
THENCE South 89°07'40" East a distance of 682.53 feet to the Point of  
Beginning, containing 2.67 acres more or less.

and Less and except:

Commencing at the NE corner of the said Northeast Quarter of Section 29;

THENCE North 89°07'40" West along the North line thereof a distance of 1413.98 feet;

THENCE South 00°52'20" West a distance of 305.69 feet to the POINT OF BEGINNING;

THENCE South 00°00'00" West a distance of 134.07 feet;  
THENCE North 89°50'18" West a distance of 612.80 feet;  
THENCE North 00°00'00" East a distance of 1.81 feet;  
THENCE along a curve to the left having a radius of 140.00  
feet a distance of 44.00 feet along said curve having a  
chord direction of North 09°00'16" West;  
THENCE North 18°00'32" West a distance of 76.49 feet;  
THENCE North 26°59'28" East a distance of 35.36 feet;  
THENCE North 71°59'28" East a distance of 11.14 feet;  
THENCE along a curve to the right having a radius of 125.00  
feet a distance of 39.64 feet along said curve having a  
chord direction of North 81°04'35" East;  
THENCE South 89°50'18" East a distance of 510.88 feet;  
THENCE along a curve to the right having a radius of 45.00  
feet a distance of 33.41 feet along said curve having a  
chord direction of South 68°34'12" East;  
THENCE along a curve to the left having a radius of 50.00  
feet a distance of 39.76 feet along said curve having a  
chord direction of South 70°05'01" East to the  
Point of Beginning containing 2.27 acres more or less.

## **EXHIBIT "B"**

### **Initial Use Restrictions and Rules**

The following restrictions shall apply to all of the PROPERTY until such time as they are amended, modified, repealed or limited by rules of the ASSOCIATION adopted pursuant to Section 3 of the Declaration.

1. General. The PROPERTY shall be used only for residential, recreational, and related purposes (which may include, without limitation, an information center and/or a sales office for any real estate broker retained by Declarant to assist in the sale of property described in Exhibit "A," offices for any property manager retained by the ASSOCIATION or business offices for Declarant or the ASSOCIATION) consistent with this Declaration and any Supplemental Declaration.

2. Restricted Activities. The following activities are prohibited within the PROPERTY unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board of Directors:

- (a) Parking of any vehicles on public or private streets or thoroughfares, or parking of commercial vehicles or equipment, mobile homes, recreational vehicles, boats and other watercraft, trailers, stored vehicles or inoperable vehicles in places other than enclosed garages; provided, construction, service and delivery vehicles shall be exempt from this provision during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Area;
- (b) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, and household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. According to City of Oklahoma City Ordinances, not more than three dogs may be kept on each lot; dogs and cats must be restricted behind a fence, or on a leash, or in a building at all times; dogs and cats must be annually licensed by the City and annually vaccinated against rabies; dogs and cats must wear immunization and registration tags on the collar or harness at all times. Residents must carry a pick up scooper with them, when they are walking their pet for the purpose of picking up the pet's excretion;
- (c) Any activity which emits foul or obnoxious odors outside the Lot or creates noise or other conditions which tend to disturb the peace or threaten the safety of the occupants of other Lots;
- (d) Any activity which violates local, state or federal laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation;
- (e) Pursuit of hobbies or other activities which tend to cause an unclean, unhealthy or untidy condition to exist outside of enclosed structures on the Lot;
- (f) Any noxious or offensive activity which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the occupants of other Lots;
- (g) Outside burning of trash, leaves, debris or other materials, except during the normal course of constructing a dwelling on a Lot;

- (h) Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be audible to occupants of other Lots, except alarm devices used exclusively for security purposes;
- (i) Use and discharge of firecrackers and other fireworks;
- (j) Dumping of grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, or lake, or elsewhere within the PROPERTY, except that fertilizers may be applied to landscaping on Lots provided care is taken to minimize runoff, and Declarant and Builders may dump and bury rocks and trees removed from a building site on such building site;
- (k) Accumulation of rubbish, trash, or garbage except between regular garbage pick ups, and then only in approved containers;
- (l) Obstruction or rechanneling of drainage flows after location and installation of drainage swales, storm sewers, or storm drains, except that Declarant shall have such right;
- (m) No Lot shall be physically split or subdivided into two or more parcels by any means. For the purpose of the preceding sentence, "any means" includes but is not limited to deeds, mortgages or liens, mortgage or lien foreclosures, partition suits or any other means whatsoever. Notwithstanding anything herein contained to the contrary, lot lines may be re-drawn, and lots in PROPERTY may be reallocated into a different lot or lots so long as the number of lots in PROPERTY is not increased and the redrawing or re-allocation is approved by the Architectural Committee;
- (n) Swimming, or other active use of any possible water feature, if applicable, within the PROPERTY, except that small water craft and fishing from the shore shall be permitted with appropriate licenses and Declarant, its successors and assigns, shall be permitted to draw water from the lake within the PROPERTY for purposes of irrigation and such other purposes as Declarant shall deem desirable. The ASSOCIATION and the Declarant shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of rivers, lakes, ponds, streams or other bodies of water within or adjacent to the PROPERTY;
- (o) Discharge of firearms; provided, the Board shall have no obligation to take action to prevent or stop such discharge;
- (p) On-site storage of gasoline, heating, or other fuels, except that a reasonable amount of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment, and the ASSOCIATION and ASSOCIATION shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment;
- (q) Any business, trade, garage sale, moving sale, rummage sale, or similar activity, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Lot; (ii) the business activity conforms to all zoning requirements for the PROPERTY; (iii) the business activity does not involve regular visitation of the Lot by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the

PROPERTY; and (iv) the business activity is consistent with the residential character of the PROPERTY and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the PROPERTY, as may be determined in the sole discretion of the Board.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required.

Leasing of a Lot shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by Declarant or a Builder approved by Declarant with respect to its development and sale of the PROPERTY or its use of any Lots which it owns within the PROPERTY;

- ®) Capturing, trapping of wildlife within the PROPERTY, except in circumstances posing an imminent threat to the safety of persons using the PROPERTY;
- (s) Any activities which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within the PROPERTY or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution;
- (t) Conversion of any carport or garage to finished space for use as an apartment or other integral part of the living area on any Lot without prior approval pursuant to Section IV;
- (u) Operation of motorized vehicles on pathways or trails maintained by the ASSOCIATION;
- (v) Construction, erection, or placement of any thing, permanently or temporarily, on the outside portions of the Lot, whether such portion is improved or unimproved, except in strict compliance with the provisions of Section 4 of the Declaration. Unless otherwise permitted in the Design Guidelines, this shall include, without limitation, signs, basketball hoops, swing sets and similar sports and play equipment; clotheslines; garbage cans; woodpiles; above-ground swimming pools; docks, piers and similar structures; antennas, satellite dishes, or other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind; and hedges, walls, dog runs, animal pens, or fences of any kind;
- (w) Use of go-carts and motorized scooters on any portion of the PROPERTY and for any purpose whatsoever.
- (x) The construction or maintenance of a billboard or advertising boards or structures on any lot in PROPERTY is prohibited. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period;
- (y) Basketball backboards may be erected at the residences in the PROPERTY. Each backboard must have a free standing structure supporting it and may not be attached to a house. The supporting structure must be constructed from rust resistant steel and

maintained at all times, i.e., supporting structure to be kept completely painted and free of dirt and any markings giving it an unsightly appearance. The backboard must be constructed from a plastic and/or fiberglass material and must be kept clean and free of any marking which gives it an unsightly appearance. A backboard which is cracked must be removed or replaced immediately. The net must be free of all rips and tears and shall be replaced whenever it becomes unsightly. The rim must be kept painted and free of dirt and any markings which give it an unsightly appearance. The rim must be kept perpendicular to the backboard in a standard basketball installation. No offensive activity is permitted which results from use of the basketball backboard;

- (z) No skateboard or bicycle ramps may be constructed in any yard or Common Area;
- (aa) No tree or shrub, the trunk of which exceeds two (2) inches in diameter, shall be cut down or otherwise destroyed without the prior express written consent of the Architectural Committee; and
- (ab) No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the frontal portion of any lot, unless approved by the Architectural Committee;

3. Prohibited Conditions. The following shall be prohibited within the PROPERTY:

- (a) Plants, animals, devices or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the PROPERTY;
- (b) Structures, equipment or other items on the exterior portions of a Lot which have become rusty, dilapidated or otherwise fallen into disrepair; and
- (c) Sprinkler or irrigation systems or wells of any type which draw upon water from lakes, creeks, streams, rivers, ponds, wetlands, canals, or other ground or surface waters within the PROPERTY, except the ASSOCIATION shall have the right to draw water from such sources.

4. Leasing of Lots. "Leasing," for purposes of this Paragraph, is defined as regular, exclusive occupancy of a Lot by any Person, other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. All leases shall be in writing. The Board may require a minimum lease term. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Lot Owner within 10 days of execution of the lease. The Owner must make available to the lessee copies of the Declaration, Bylaws, and the Use Restrictions and Rules.

**OWNER'S RESTRICTIONS AND PROTECTIVE COVENANTS  
BARRINGTON SECTION 1**

**EXHIBIT "C"  
DESIGN GUIDELINES**

This Design Guidelines supplements the Covenants, Conditions, Restrictions, and Notice, Disclosure & Disclaimer to Future Buyers of BARRINGTON SECTION 1 ("Declaration"). The words and phrases herein contained shall have the meanings ascribed thereto in the Declaration unless expressly provided otherwise herein or unless the context or use indicates another or different meaning or intent. In addition to the terms and conditions contained in the Declaration, the following design guidelines, which shall be amended and restated at any time in accordance with the Declaration, are as follows:

1. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two (2) stories in height and a private garage for not less than two (2) and not more than four (4) automobiles and other outbuildings incidental to residential use of the plat. Any incidental outbuildings shall be brick veneer with the same brick as the main building, at the option of the Architectural Committee, and shall be approved as to design and locations by the Architectural Committee.

2. No building shall be erected or altered in this subdivision until the building plans, specifications, including roofing and plot plan showing the location of such building has been approved in writing as to conformity and harmony of external design with existing structures in the subdivision and in conformity with the Architectural Committee's design philosophy and as to location of the building in respect to topography and finished grade elevation by a Architectural Committee, composed of Cheryl Fincher, Sherry Hamilton and James A. Fincher or by a representative designated by a majority of the members of said committee. In the event of the death or resignation of any members of said committee, the remaining member or members shall have full authority to designate a successor. In the event said committee or its designated representative fails to approve or disapprove within thirty (30) days after said plans and specifications have been submitted to it or in any event if no suit to enjoin the constructions has been commenced prior to the completion of construction of said plans, approval will not be required and this covenant shall be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

No main residential building shall ever be erected, placed or constructed on any lot or building site in this subdivision unless at least eighty percent (80%) of the first floor exterior walls thereof be of brick, brick veneer, stone or stone veneer or other material specifically approved by the Architectural Committee, provided however, that all windows or doors located in said exterior walls shall be excluded in the determination of the areas of eighty percent (80%) of said exterior walls and further provided that where a gable-type roof is constructed and a part of the exterior walls are extended above the interior room ceiling line due to the construction of such

gable-type roof, then that portion of such wall or walls extending above the interior room ceiling height may be constructed of wood material and also likewise excluded from the square foot area in determining what constitutes eighty percent (80%) of the exterior walls of said residential building.

3. The Declarant or the Architectural Committee composed of Cheryl Fincher, Sherry Hamilton and James A. Fincher is hereby granted the right to grant exceptions or waive any and all restrictions imposed by this document. Said waiver must be in writing and recorded of record to be a valid waiver. Any such waiver will be at the sole discretion of the Declarant or the Architectural Committee and any waiver shall not obligate the Architectural Committee to grant similar waivers in the future.

4. No business, trade or commercial activity shall be carried on upon any residential lot, unless transacted completely within the home itself and without disturbance to neighbors. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No mobile home, trailer, camper, boat, motor home, truck or like equipment may be parked, stored, kept, repaired or serviced on any lot between the building line and the front property line or on corner lots, the side building line and the street side property line for each lot as shown on the recorded plat of PROPERTY. The intent of this covenant is to prohibit the parking or storage of any or all vehicles or equipment other than conventional passenger automobiles in operating condition, in the afore described areas of each lot.

5. No structure of a temporary character, trailer, basements, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a resident either temporarily or permanently. No existing structure of any type may be moved onto any lot in this addition from another location.

6. All fencing materials and fencing locations shall be approved by the Architectural Committee. No fencing shall be allowed in the front of the home. No fencing shall be allowed between the front of the home and the curb. No fencing will be allowed between the building lines (front or side) as shown on the plat of the PROPERTY and the curb.

7. The ground floor living area of any single story home shall not be less than 3,200 square feet without the approval of the Architectural Committee, nor less than 3,400 square feet total living area up and down for any home of more than one story without the approval of the Architectural Committee. No roofing material, valley or ridge shall be used on any structure located on any lot in PROPERTY without the approval of the Architectural Committee.

8. Set backs from front and side building lines as shown on the plat are absolute minimum and the Architectural Committee shall require further set backs as they, in their sole discretion, determine as appropriate for the architectural and aesthetic harmony of the addition.

9. No skateboard ramps shall be allowed on any lot in PROPERTY.

10. No outside antennas shall extend beyond five feet of the roof line.



11. No electric windmills shall be allowed on any lot in PROPERTY.
12. No existing structure of any type may be moved onto any lot in the PROPERTY.
13. The Design Guidelines in this Exhibit "C" do not apply to the Declarant.
14. Garage entrances shall be to the side or the rear of the home if required by the Reviewer.
15. The current mailing address of the Architectural Committee is 8312 W. Reno, Suite B, Oklahoma City, Oklahoma 73127, Attention: Cheryl Fincher.
16. The minimum roof pitch on single-story homes shall be 10/12 if required by the Reviewer.
17. The minimum roof pitch on two-story homes shall be 9/12 if required by the Reviewer.

OFFICE OF THE SECRETARY OF STATE



**NOT FOR PROFIT  
CERTIFICATE OF INCORPORATION**

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

**BARRINGTON NEIGHBORHOOD HOMEOWNER'S 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  
12th day of November, 2004.*

*M. Susan Savage*

*Secretary of State*

**CERTIFICATE OF INCORPORATION  
OF  
BARRINGTON NEIGHBORHOOD HOMEOWNER'S ASSOCIATION**

STATE OF OKLAHOMA        )  
                                  )       SS  
COUNTY OF OKLAHOMA     )



TO: Secretary of State  
State of Oklahoma



WE, THE UNDERSIGNED:

James A. Fincher, Cheryl Fincher, and Sherry Hamilton being persons legally competent to enter into contracts for the purposes of forming a corporation under "The General Corporation Act" of the State of Oklahoma, do hereby adopt the following Certificate Incorporation.

**ARTICLE I  
NAME**

The name of the corporation is Barrington Neighborhood Homeowner's Association

**ARTICLE II  
REGISTERED OFFICE AND AGENT**

The address of its registered office in the State of Oklahoma is 8312 W. Reno, Suite B, Oklahoma City, Oklahoma 73127 and the name of its registered agent is Cheryl Fincher.

**ARTICLE III  
DURATION**

The duration of the corporation is fifty (50) years and it is formed as a nonprofit corporation.

**ARTICLE IV  
NATURE OF BUSINESS; PURPOSE**

The nature of the business, objects and purposes to be transacted, promoted and carried on are to do any and all of the things herein mentioned as fully and to the same extent as natural persons could do and in any part of the world, to-wit:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer to Future Buyers) of Barrington Section 1 recorded in Plat Book 62, at Page 25-25 (the "Plat") in the office of the County Clerk of Oklahoma County, State of Oklahoma, as amended from time to time ("Declaration"), being incorporated herein by reference as if set forth at length.

(b) To organize and operate an association to provide for the acquisition, construction, management, maintenance and care of association property, as that term is defined in the Internal Revenue Code. No part of the net earnings of the association is to inure to the benefit of any shareholder or individual.

(c) To acquire and own and to provide for the maintenance and management to certain open spaces and other common areas located within the addition known as Barrington Section 1 in and future sections of Barrington if required by Declarant, and any additional property deeded to the Association by Declarant, in Oklahoma County, State of Oklahoma and to provide maintenance services for the properties located therein, as in accordance with the recorded Declaration.

For the purpose aforesaid, this corporation shall have the following powers:

(a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the corporation as set forth in the above mentioned Declaration.

(b) To construct, improve, maintain and operate and to buy or own any real estate and personal property necessary or incident to the furtherance of the business of this corporation;

(c) To borrow money and to issue evidence of indebtedness in the furtherance of any and all of the objects of the corporation business and to secure the same by any mortgage, lien, security agreement or pledge;

(d) To enter into any kind of activity and perform and carry out the contracts of any kind necessary to or in conjunction with or incidental to the accomplishments of the purposes of the corporation;

(e) Insofar as permitted by law, to do any and all other things that, in the judgment of the Board of Directors, will promote the business of the corporation for the common welfare and benefit of its members.

The foregoing shall be construed both as objects and powers and the enumeration thereof shall not be held to limit or restrict in any manner the general powers conferred upon this corporation by the laws of the State of Oklahoma.

#### **ARTICLE V CAPITAL STOCK**

The Corporation will not afford pecuniary gain incidentally or otherwise to its members. This corporation does not have authority to issue capital stock.

#### **ARTICLE VI MEMBERSHIP**

There shall be one class of membership of this corporation. The membership will be comprised of its Members. Members shall be made up those persons or entities who hold legal title to the lots in Barrington Section 1 and future sections of Barrington at the discretion of Declarant in accordance with the Declaration. The Members shall have the power to vote. Voting may be by proxy and exercised by persons holding valid written proxies. No cumulative voting will be permitted.

#### **ARTICLE VII NUMBER OF DIRECTORS**

The number of Directors of this Corporation shall be three (3) or more, however, the number of the Directors may be changed from time to time in such lawful manner as is provided by the Declaration and subsequent additions thereto and the Bylaws of this corporation. The name and

address of the persons initially to serve on the Board of Directors, until the election of their successors at the first meeting of the members on the on the second Thursday of June, 2005, or such earlier date as determined by the Board, but in no event later than one year after incorporation of the Association, is:

James A. Fincher  
8312 W. Reno, Ste B.  
Oklahoma City, Oklahoma 73127

Cheryl Fincher  
8312 W. Reno, Ste B.  
Oklahoma City, Oklahoma 73127

Sherry Hamilton  
1015 N.W. 164<sup>th</sup> Street  
Edmond, Oklahoma 73013

#### **ARTICLE VIII MEETINGS OF DIRECTORS AND SHAREHOLDERS**

If the Bylaws so provide, the members and Directors shall have the power to hold their meetings, to have an office or offices, and to keep the books of the corporation (subject to the provisions of the statutes) outside the State of Oklahoma at such places as may from time to time be designated by the Bylaws or by a resolution of the Board of Directors.

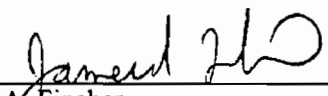
#### **ARTICLE IX AMENDMENT OF CERTIFICATE OF INCORPORATION**

This corporation reserves the right to amend, alter, change or appeal any provision contained in these Articles of Incorporation, upon the affirmative vote of Sixty-Six (66%) of the Members, and the affirmative vote of Winchester Development, LLC, or its successors and assigns, as long as Winchester Development, LLC, or its successors and assigns, remains a Member or owns land within the NE 1/4 of Section 29, T14N, R3W, I.M., Oklahoma City, Oklahoma County, Oklahoma, and all rights conferred upon Officers, Directors and members are herein granted subject to this reservation.

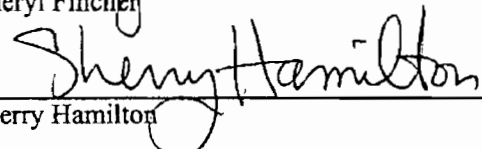
#### **ARTICLE X MERGER; CONSOLIDATION**

This corporation reserves the right to merge or consolidate with another homeowner's association or corporation, upon the affirmative vote of Sixty-Six (66%) of the Members, and the affirmative vote of Winchester Development, LLC, or its successors and assigns, as long as Winchester Development, LLC, or its successors and assigns, remains a Member or owns land within the NE 1/4 of Section 29, T14N, R3W, I.M., Oklahoma City, Oklahoma County, Oklahoma.

IN WITNESS WHEREOF, I have signed this Certificate of Incorporation this 9<sup>th</sup> day of November, 2004, and I acknowledge same to be my act.

  
\_\_\_\_\_  
James A. Fincher

  
\_\_\_\_\_  
Cheryl Fincher

  
\_\_\_\_\_  
Sherry Hamilton

**BYLAWS  
OF  
BARRINGTON NEIGHBORHOOD HOMEOWNER'S ASSOCIATION**

**INDEX TO  
THE BYLAWS OF  
BARRINGTON NEIGHBORHOOD HOMEOWNER'S ASSOCIATION**

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**BYLAWS  
OF  
BARRINGTON NEIGHBORHOOD HOMEOWNER'S ASSOCIATION**

**ARTICLE 1  
NAME, PRINCIPAL OFFICE, AND DEFINITIONS**

1.1 Name. The name of the Association shall be Barrington Neighborhood Homeowner's Association ("Association").

1.2 Principal Office. The principal office of the Association shall be located in Oklahoma County, Oklahoma. The Association may have such other offices as the Board may determine or as the affairs of the Association may require.

1.3 Definitions. The words used in these Bylaws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in the Declaration of Covenants, Conditions, and Restrictions for Barrington Section 1 filed in the Official Records ("Declaration"), unless the context indicates otherwise.

1.4 Declarant. Declarant shall mean Winchester Development, LLC or their successors and assigns.

**ARTICLE 2  
ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM VOTING, PROXIES**

2.1 Membership. The Association shall have one class of Membership as set forth in the Declaration and the Articles of Incorporation. The provisions of the Declaration pertaining to Membership are incorporated herein by this reference.

2.2 Place of Meetings. Meetings of the Association shall be held within Properties or at such other suitable place within Oklahoma County, Oklahoma as may be designated by the Board.

2.3 Annual Meetings. The first annual meeting of the Association, whether a regular or special meeting, shall be held on the second Thursday of June, 2005, or such earlier date as determined by the Board, but in no event later than one year after incorporation of the Association. Meetings shall be of the Members. Subsequent regular annual meetings shall be set by the Board so as to occur at least thirty (30) days but not more than one hundred and twenty (120) days before the close of the Association's fiscal year on a date and time set by the Board.

2.4 Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting if so directed by resolution of the Board or upon a petition signed by Members holding at least five percent (5%) of the Association.

2.5 Notice of Meetings. Written notice stating the place, day, and hour of any meeting of the Members shall be delivered, either personally, by mail, or by computer, or other similar communication devices to each Member entitled to vote at such meeting, not less than five (5) nor more than fifty (50) days before the date of such meeting, by or at the direction of the President, Secretary, officers, or persons calling the meeting.

In the case of a special meeting or when otherwise required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No other business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his or her address as it appears on the records of the Association, with postage prepaid.

2.6 Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed waiver of notice of all business transacted unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

2.7 Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting may adjourn the meeting to a date not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, any business may be transacted which might have been transacted at the meeting originally called provided that Members representing at least fifteen percent (15%) of the total voting power of the Association are present. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

2.8 Voting. The voting rights of Members shall be set forth in the Declaration and in these Bylaws, and such voting rights provisions are incorporated herein by this reference. Votes may be registered by voice vote or at a ballot meeting, or otherwise by mail, computer, or pursuant to other policies as determined by the Board, provided, meetings shall be held when required by the Declaration or Bylaws. All Membership votes shall be subject to the quorum requirements of Section 2.11.

2.9 Proxies. A Member may vote in person or by proxy on any matter as to which such Member is entitled to vote. Each proxy shall be in writing, dated, signed and filed with the Secretary prior to the meeting for which it is to be effective. Proxies may be delivered to the Secretary by personal delivery, U.S. mail or telecopy to any Board Member or the professional management agent, if any. Unless otherwise provided in the proxy, a proxy shall cover all votes which the Member giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid. No proxy shall be valid more than eleven (11) months after its execution unless otherwise provided in the proxy. Every proxy shall be revocable until such votes are cast and shall automatically cease upon conveyance of the Member's Lot.

2.10 Majority. As used in these Bylaws, the term "majority" shall mean those votes, Members, or other group, as the context may indicate, totaling more than fifty percent (50%) of the total eligible number.

2.11 Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence of Members representing fifteen (15%) of the Members in the Association shall constitute a quorum at all meetings of the Association. Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough to leave less than a quorum, provided that any action taken is approved by at least a majority of the votes required to constitute a quorum.

2.12 Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meetings and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

2.13 Video or Telephonic Participation. One or more Members may participate in and vote during any regular or special meeting of the Members by telephone conference call, video conference, or similar communication equipment by means of which all Persons participating in the meeting can hear each other at the same time, and those Members so participating shall be present at such meeting. Any such meeting at which a quorum participates shall constitute a meeting of the Association.

2.14 Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without prior notice, and without a vote if written consent specifically authorizing the proposed action is signed by Members representing at least the minimum number of votes necessary to authorize such action at a meeting if all Members entitled to vote thereon were present. All such consents shall be signed within sixty (60) days after receipt of the earliest dated consent, dated and delivered to the Association at its principal place of business in the State of Oklahoma. Such consents shall be filed with the minutes of the Association.

### **ARTICLE 3**

#### **BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS**

3.1 Number, Qualification, and Appointment or Election. Until the first annual meeting of the Association, the affairs of the Association shall be governed by a Board of Directors consisting of three (3) to five (5) persons appointed by Declarant. At such first meeting, there shall be elected any three (3) to five (5) persons to the Board of Directors, who shall, thereafter, govern the affairs of this Association until their successors have been duly elected and qualified. Nomination of candidates for the election of Directors shall always be allowed from the floor.

3.2 General Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and/or the operation and maintenance of a first class residential development. The Board of Directors may do all such acts and things except as prohibited by law or by these Bylaws or by the Declaration.

3.3 Other Powers and Duties. Such powers and duties of the Board of Directors shall include, but shall not be limited to, the following, all of which shall be done for and on behalf of the Members of the properties:

(a) Administration. To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Declaration, the Bylaws of the Association and supplements and amendments thereto.

(b) Rules. To establish, make and enforce compliance with such reasonable house rules as may be necessary for the operation, use and occupancy of the Properties with the right to amend same from time to time. A copy of such rules and regulations shall be delivered or mailed to each Member within five (5) days following the adoption thereof.

(c) Maintenance of Common Areas. To keep in good order, condition and repair all of the Common Areas and all items of common personal property used by the Members in the enjoyment of the entire program.

(d) Insurance. To insure and keep insured all of the insurable Common Areas of the property in an amount equal to their replacement value as is provided in the Declaration. To insure and keep insured all of the common fixtures, equipment and personal property for the benefit of the Lots and their mortgagees. Further, to obtain and maintain comprehensive liability insurance covering the Common Areas.

(e) Budget: Determination of Assessment; Increase or Decrease Same Levy of Special Assessments. To prepare a budget for the Properties, at least annually, determine the amount of Common Expenses payable by the Members to meet the financial needs of the Properties, and allocate and assess such Common Expenses among the Members, and by a majority vote of the Board to adjust, decrease or increase the amount of the assessments, and remit or return any excess of assessments over expenses, working capital, sinking funds, reserve for deferred maintenance and for replacement to the Members at the end of each operating year, solely at the discretion of the Board. To levy and collect special assessments whenever, in the opinion of the Board, it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies.

(f) Enforcement of Assessment Lien Rights. To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from a Member who may be in default as is provided for in the Declaration and these Bylaws. To enforce a per diem late charge and to collect interest in connection with assessments remaining unpaid more than thirty (30) days from due date for payment thereof, together with all expenses, including attorney's fees incurred.

(g) Protect and Defend. To protect and defend the entire Properties from loss and damage by suit or otherwise.

(h) Borrow Funds. To borrow funds in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the recorded Declaration and these Bylaws, and to execute all such instruments evidencing such indebtedness as the Board of Directors may deem necessary. The Association shall not borrow money and incur debt beyond normal thirty day charges for normal operation until such time as the Association has Members representing at least ninety percent (90%) of all Lots in Barrington Section 1 and Seventy-Five percent (75%) of the votes cast must vote for any borrowing or debt creation beyond normal thirty day charges for normal operation expenses.

(i) Contract. To enter into Contracts within the scope of their duties and powers.

(j) Bank Account. To establish a bank account or accounts for the common treasury and for all separate funds which are required or may be deemed advisable by the Board of Directors.

(k) Manage. To make repairs, additions, alterations and improvements to the Common Areas consistent with managing the project in a first class manner and consistent with the best interest of the Members.

(l) Books and Records. To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof by each of the Members and each first mortgagee, and to cause a complete audit of the books and records by auditors once a year, if requested.

(m) Annual Statement. To prepare and deliver annually to each Member who requests a statement showing receipts, expenses and disbursements since the last such statement.

(n) Meetings. To meet at least once each year, provided, that any Board of Directors meeting may be attended and conducted by telephone or other device which permits all of the Directors in attendance to participate in such meeting, and provided further that any action required to be taken at any meeting of the Board of Directors, or any action which may be taken at such meeting, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members of the Board.

(o) Personnel. To designate, employ and dismiss the personnel necessary for the maintenance and operation of the Common Areas or other administration of the project.

(p) Administration of Association. In general, to carry on the administration of this Association and to do all of those things necessary and reasonable in order to carry out the governing and the operation of this project.

(q) Managing Agent. The Association may, but shall not be required to, employ a professional management agent or agents at a compensation established by the Board to perform such duties and services as the Board shall authorize; provided, that the Board shall have sole discretion to terminate such management agent by only a majority vote of Board at an annual or special meeting of the Board. The Declarant, or an affiliate of the Declarant, may be employed as managing agent or manager. Nothing in the preceding sentence shall require the Declarant to accept employment or engagement as managing agent or manager. The Board may delegate to one of its Members the authority to act on behalf of the Board on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board.

(R) Ownership of Lots. To own, convey, encumber, lease or otherwise deal with Lots conveyed to it as the result of enforcement of the liens for common expenses or otherwise. In no event may the Association sell or convey its interest in any Property deeded to the Association by the Declarant without the Declarant's prior written consent.

(s) All Things Necessary and Proper. To do all things necessary and proper for the sound and efficient management of the Properties.

(t) Tax Exempt Status. To determine each year the advisability of election of tax exempt status under Internal Revenue Code and to make all necessary filings to retain such tax exempt status.

3.4 No Waiver of Rights. The omission or failure of the Association or any Member to enforce the covenants, conditions, restrictions, easements, use limitations, obligations or other provisions of the Declaration, the Bylaws or the regulations and house rules adopted pursuant thereto, shall not constitute or be deemed a waiver, modification or release thereof, and the Board of Directors or the Managing Agent shall have the right to enforce the same thereafter.

3.5 Election and Term of Office; Stagger Office. At the first annual meeting of the Association the term of office of two (2) Directors shall be fixed at two (2) years; and the term of office of the remaining Directors shall be fixed at one year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of one (1) year. The

Directors shall hold office until their successors have been elected and hold their first meeting, except as is otherwise provided.

3.6 Vacancies of Board. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by a vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

3.7 Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by two-thirds (2/3) of the Members votes cast, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting. Should any Director miss three consecutive regular meetings of the Board of Directors, (and not properly excused) he shall automatically be removed from the Board and a successor selected and approved by the Board to fill his unexpired term.

3.8 Directors' Organizational Meeting. The first meeting of a newly elected Board of Directors following the annual meeting of the Members shall be held within ten (10) days thereafter at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

3.9 Directors' Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least one (1) such meeting shall be held during each year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least five (5) days prior to the day named for such meeting.

3.10 Directors' Special Meetings. Special meetings of the Board of Directors may be called by the President on five (5) days notice to each Director, given personally, by mail, telephone or facsimile, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary or Assistant Secretary of the Association in like manner and on like notice on the written request of one or more Directors.

3.11 Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting 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 of the time and the 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 without further notice.

3.12 Board of Directors' Quorum. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

3.13 Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds furnish adequate fidelity bonds. The premiums on such bonds shall be a Common Expense.

3.14 Compensation. No Member of the Board of Directors shall receive any compensation for acting as such. However, Members of the Board of Directors or Association may be reimbursed for reasonable expenses incurred by them in the performance of Association business and approved by the Members.

## **ARTICLE 4** **OFFICERS**

4.1 Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. The President, Vice President, Secretary, and Treasurer shall be elected from among the Members of the Board; other officers may, but need not be Members of the Board. The Board may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed by the Board. Any two or more offices may be held by the same person, except the offices of President and Secretary.

4.2 Election and Term of Office. The officers of the Association shall be elected annually by the Board at the first meeting of the Board following each annual meeting of the Members.

4.3 Removal and Vacancies. Any officer may be removed by the Board whenever in its judgment the best interests of the Association will be served thereby. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term.

4.4 Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board. The President shall be the chief executive officer of the Association. The Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting. The Secretary shall keep the minutes of all meetings of the Association and the Board and shall have charge of such books and papers as the Board may direct. In the Secretary's absence, any officer directed by the Board shall perform all duties incident to the office of secretary. The Treasurer shall have primary responsibility for the preparation of the Budget as provided for in the Declaration and these Bylaws and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

4.5 Resignation. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the 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.

4.6 Agreements, Contracts, Deeds, Leases, Checks, etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two officers or by such other person or persons as may be designated by resolution of the Board.

4.7 Compensation. Compensation of officers shall be subject to the same limitations as compensation of directors under Section 3.14 hereof.



## **ARTICLE 5**

### **COMMITTEES**

5.1 General. The Board may establish such committees and charter clubs as it deems appropriate to perform such tasks and functions as the Board may designate by resolution. Committee Members serve at the Board's discretion for such periods as the Board may designate by resolution; provided, however, any committee Member, including the committee chair, may be removed by the vote of a majority of the directors. Any resolution establishing a charter club shall designate the requirements, if any, for Membership therein. Each committee and charter club shall operate in accordance with the terms of the resolution establishing such committee or charter club.

## **ARTICLE 6**

### **MISCELLANEOUS**

6.1 Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise established by Board resolution.

6.2 Conflicts. If there are conflicts between the provisions of Oklahoma law, the Articles, the Declaration, and these Bylaws, the provisions of Oklahoma law, the Declaration, the Articles, and the Bylaws (in that order) shall prevail.

6.3 Books and Records.

(a) Inspection by Members and Mortgagees. The Board shall make available for inspection and copying by any holder, insurer, or guarantor of a first Mortgage on a Lot, any Member, or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in a Lot: the Declaration, Bylaws, and Articles, any amendments to the foregoing, the rules of the Association, the Membership register, the most recent Financial Statement, the current Budget, books of account, and the minutes of meetings of the Members, the Board, and committees. The Board shall provide for such inspection to take place at the office of the Association or at such other place within the Properties as the Board shall designate.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing copies of documents requested.

(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make a copy of relevant documents at the expense of the Association in furtherance of such director's duties as a director.

6.4 Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to

have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

(a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of such Member; or

(b) if to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

6.5 Indemnification. The Association shall indemnify every officer, director, and committee Member against all expenses, including counsel fees, reasonably incurred by them and each of them in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, or committee Member of the Association.

The officers, directors, and committee Members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association. The Association shall indemnify and forever hold each such officer, director, and committee Member harmless from any and all liability to others on account of any such contract, commitment, or action. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any present or former officer, director, or committee Member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

6.7 Amendment.

(a) By Declarant. Declarant may unilaterally amend these Bylaws if such amendment is (i) necessary to bring any provision hereof into compliance with any applicable governmental statutes, rule, regulation, or judicial determination; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) required by an institutional or governmental lender or purchaser of Mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Lots; (iv) necessary to enable any governmental agency or reputable private insurance company to guarantee or insure Mortgage loans on the Lots; or (v) otherwise necessary to satisfy the requirements of any governmental agency for approval of these By-Laws. However, any such amendment shall not adversely affect the title to any Lot unless the affected Member(s) shall consent thereto in writing. In addition, so long as the Declarant owns any portion of the Properties, it may unilaterally amend these By-Laws for any other purpose. Thereafter and otherwise, these Bylaws may be amended in accordance with Section 6.7(b).

(b) By Board. Except as provided above, these Bylaws may be amended only by resolution duly adopted by the Board and with approval of the Declarant (as long as Declarant owns any portion of the Property) and the assent of Sixty-Six percent (66%) of the Members.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(c) Validity and Effective Date of Amendments. Amendments to these Bylaws shall become effective upon recordation in the Official Records unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these Bylaws.

If a Member consents to any amendment to the Declaration or these Bylaws, it will be conclusively presumed that such Member has the authority to do so, and no contrary provision in any Mortgage or contract between the Member and a third party will affect the validity of such amendment.

Notwithstanding any provision herein to the contrary, no amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege for as long as the Declarant owns any portion of the Properties.

EXECUTED this 9<sup>th</sup> day of November, 2004, by the undersigned being the sole Member, Declarant and all the Directors of Barrington Neighborhood Homeowner's Association.

WINCHESTER DEVELOPMENT, LLC  
an Oklahoma limited liability company

By: Cheryl Fincher  
Name:  
Title: Manager

James A. Fincher  
James A. Fincher

Cheryl Fincher  
Cheryl Fincher

Sherry Hamilton  
Sherry Hamilton