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Amendments 1-9 to the Bylaws Cypress Creek Homeowners' Association, Inc.

Property Descriptions:

Cypress Creek is a subdivision in the Northeast Quarter (NE/4) of Section Twenty-five (25), Township Nineteen (19) North, Range Fourteen (14) East, of the Indian Base and Meridian, City of Tulsa, Tulsa County, State of Oklahoma.

Cypress Creek Estates is a subdivision in the Northeast Quarter (NE/4) and the Southeast Quarter (SE/4) of Section Twenty-five (25), Township Nineteen (19) North, Range Fourteen (14) East, of the Indian Base and Meridian, City of Tulsa, Tulsa County, State of Oklahoma.

Amendments 1-9 to the Bylaws

of

Cypress Creek Homeowners' Association, Inc.

WHEREAS, real property located in Cypress Creek is subject to a certain Deed of Dedication and Declaration of Association Covenants and Restrictions which created the Cypress Creek Homeowners' Association, Inc. (Cypress Creek HOA) for the general purposes of maintaining the common areas of the subdivision and enhancing the value, desirability, and attractiveness of the lots; and

WHEREAS, pursuant to Section IV of the Cypress Creek Estates Deed of Dedication and Article XII, Section 1. of the Bylaws of Cypress Creek HOA (Bylaws), Cypress Creek Estates has been annexed into the geographic jurisdiction of Cypress Creek HOA; and

WHEREAS, pursuant to the Bylaws Article XIV, Section1., said Bylaws may be amended by the Board of Directors of Cypress Creek HOA (Board) or at a regular or special meeting of the members by a vote of 51% of the members who are voting in person or by proxy; and

WHEREAS, the Board wishes to amend the Bylaws to clarify language regarding the setting of the annual meeting and the election of Board members, to more clearly define the designated purpose of the Board, to compile and establish a list of Rules and Regulations (Rules) governing members, to establish a process for members to request a variance to said Rules, to establish a policy for enforcing said Rules, to delineate fines and penalties for the infraction of said Rules, and to grant the Board the explicit authority to levy and collect fines for infractions of Covenants and said Rules.

Therefore, on this ________ day of ________, 2020, pursuant to Article XIV, Section1. of the Bylaws of Cypress Creek HOA, said Bylaws are amended as follows:

Amendment 1. Article I Name and Location and Article V, Nomination and Election of Directors, Section 3. Voting by Mail, Paragraph (c) both list the address of the Association as that of our current management company, however each new Board has the prerogative to use any company it chooses or completely assume total management. Rather than have to amend the Bylaws every time the office changes, it would be simpler to use the following language. The amendment by vote of the Board is to delete all of Article I Name and Location and replace it with the following:

The name of the corporation is CYPRESS CREEK HOMEOWNERS' ASSOCIATION, INC. The principle office of the corporation shall be located at an address established by the Board of Directors and circulated to all Owners. Meetings of members and Directors shall be held at such places within Tulsa County, Oklahoma, as may be designated by the Board of Directors.

Amendment 2. The amendment by vote of the Board is to delete all of Paragraph (c) of Article V, Nomination and Election of Directors, Section 3. Voting by Mail and replace it with the following:

(c) not later than five (5) days prior to the annual meeting, a member voting by mail shall deposit the completed ballot in a post office or mail receptacle of the United States Postal Service, postage prepaid to an address established by the Board of Directors and circulated to all Owners.

Amendment 3. Article III <u>Meeting of Members</u>, <u>Section 3</u>. <u>Annual Meeting</u> sets the timeline for scheduling the HOA annual meetings. However, there is no provision to allow for circumstances beyond the control of the Board. The amendment by vote of the Board is to delete all of Article III, Section 3 and replace it with the following:

Section 3. Annual Meeting. The first annual meeting of the members shall be held within one year of the date of incorporation of the Association at a date, time, and place set by the Board of Directors. Each subsequent regular annual meeting of the members shall be held on the same day of the month each year thereafter, or within ten (10) days thereof as may be determined by the Board of Directors. However, when unforeseen circumstances beyond the control of the Board Directors (e.g. natural disaster, pandemic) prevent execution of the prescribed timeline, the regular annual meeting shall be held as soon as it is feasibly and logistically possible.

Amendment 4. Article IV <u>Board of Directors: Selection. Term of Office</u>, <u>Section 1</u>. <u>Number and Section 2</u>. <u>Term of Office</u> are confusing and unclear. This amendment is to clarify the language. The amendment by vote of the Board is to delete all of <u>Section 1</u>. and <u>Section 2</u>. in Article IV and replace them with the following:

<u>Section 1</u>. <u>Number</u>. The affairs of this Association shall be managed by a Board of Directors, who need not be members of the Association. The initial Board of Directors shall consist of the five persons designated by the Certificate of Incorporation of the Association who shall serve until the first annual meeting of the membership, or until their successors are elected. At each annual meeting the

members shall elect the Board of Directors as set forth herein. The Board of Directors shall consist of not less than three nor more than seven persons as designated by the existing Board of Directors in advance of each annual meeting.

<u>Section 2</u>. <u>Term of Office</u>. Each Director shall be elected for a term of one year. However, this provision does not prevent a Director from being elected to multiple and/or consecutive terms.

Amendment 5. Article VII <u>Powers and Duties of the Board of Directors, Section 1.</u>

<u>Powers</u>, Paragraph (a) describes the powers of the Board, however, it doesn't include language from the Cypress Creek Deed of Dedication, Section III Homeowners' Association, Paragraph A. <u>Formation of Homeowners' Association</u> which further defines the purposes of the Board. It, also, doesn't include language provided by the Board's Legal Counsel. The amendment by vote of the Board is to delete all of Paragraph (a) from Article VII, Section 1. and replace in with the following:

(a) aid in the interpretation and enforcement of covenants, conditions, and restrictions set forth in the governing documents of the Association; and to adopt and publish rules and regulations for the general purposes of enhancing the value, desirability, and attractiveness of the lots and of governing the use of the Common Areas and facilities and the personal conduct of the members and their guests thereon; and to establish penalties and/or fines for the infraction thereof; and to collect said fines;

Amendment 6. In an attempt to carry out the duties of the governing documents to enhance the value, desirability, and attractiveness of the lots and to govern the use of the common areas, the Board compiled from the existing rules, covenants, and restrictions and from input of the members a list of Rules and Regulations for the Cypress Creek HOA, Inc. The amendment by a vote of the Members at the annual meeting on July 23, 2020, is to add as Addendum I the Rules and Regulations for Cypress Creek HOA, Inc.

Amendment 7. The Board realizes that unpredictable and/or unavoidable circumstances may arise from time to time which may warrant a variance from a particular rule, regulation, or covenant. Therefore, the Board finds it prudent and reasonable to provide a process by which the Owner(s) can seek a variance for a period of time from a rule, regulation, or covenant. The amendment by a vote of the Board is to add as **Addendum II** the **Variance Request Process**.

Amendment 8. The Board realizes that without an enforcement policy any new or existing rules, regulations, or covenants are meaningless. Therefore, the Board developed a procedure for enforcement and due process. The amendment by a vote of the Members at the annual meeting on July 23, 2020, is to add as Addendum III the Enforcement Procedure for Covenants and Rules and Regulations of Cypress Creek HOA, Inc.

Amendment 9. The Board, also, realizes that there must be consequences for infractions of any rules, regulations, or covenants. Article VII <u>Powers and Duties of the Board of Directors</u>, <u>Section 1. Powers</u>, Paragraph (c) discusses penalties for infractions, but no fines are defined. It is the intent of the Board to establish fines as a deterrent and not a punitive punishment. The amendment by a vote of the Members at the annual meeting on July 23, 2020, is to add as **Addendum IV** the **Fine Schedule for Cypress Creek HOA**, **Inc. Rules and Regulations**.

Rules and Regulations

for

Cypress Creek Homeowners' Association, Inc.

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Rules and Regulations For Cypress Creek Homeowners' Association

The Cypress Creek HOA Board wants to ensure that all of our residents live in a safe, clean, and family friendly neighborhood. As a community, we must all accept ownership of our common areas, our streets, and our shared responsibility to respect each other. In order to achieve this, the Board has established these rules and regulations.

These Rules and Regulations are guided by three principles: (1) security, safety, and public health, (2) maintaining peace among residents, and (3) maintaining property value for Owners.

The Board at any time may amend, modify, add, replace, or remove one or more of the Rules and Regulations to facilitate management or operations or to provide for new situations.

If there shall be any conflict between the terms of these Rules and Regulations, the Deed of Dedication, and the Declaration, the terms of the Deed of Dedication and the Declaration shall control. Herein the reference to "DOD" will refer to the Cypress Creek Deed of Dedication and "TCO" will refer to the Tulsa Code of Ordinances.

1. Alterations

- 1.1 No building, structure (free standing and/or fixed), fence, wall, paving, swimming pool, exterior lighting, antenna, or free-standing mailbox shall be erected, placed, or altered (including exterior painting) on any lot until the plans and specifications have been approved in writing by the Architectural Committee. (DOD Section II, Paragraph A-1)
- 1.2 For each alteration, the appropriate plans and specs shall be submitted in duplicate to the HOA Management Company and may include a site plan, floor plan, exterior elevations, drainage and grading plans, exterior materials, and color scheme. (DOD Section II, Paragraph A-1)
- 1.3 In the event the Architectural committee fails to approve or disapprove the required plans and specifications submitted to it within ten (10) days after submissions, the plans shall be deemed approved. (DOD Section II, Paragraph A-1)
- 1.4 During construction, installation, or exterior remodeling of the items outlined in 1.1, any agent, officer, or member of the Architectural Committee of the Association may, at any reasonably pre-determined time upon twenty-four (24) hours notice and with a homeowner or a designee present, enter and inspect any of said property as to its

maintenance or improvements to determine if there has been compliance with the provisions that have been approved by the Architectural Committee.

2. Appearance

- 2.1 All trash and debris must be placed in the appropriate receptacles. (DOD Section II, Paragraph R)
- 2.2 Basketball goals either permanent or mobile may only be placed in the backyard or along the driveway at least 15 feet from the street. (DOD Section III, Paragraph A)
- 2.3 No littering including, but not limited to, cigarette butts and toy foam bullets. (DOD Section II, Paragraph R)
- 2.4 Trash and Recycle receptacles must be stored so they are not visible from the street. (DOD Section III, Paragraph A)
- 2.5 Damaging or destroying property is prohibited. (DOD Section III, Paragraph A)
- 2.6 Front, back, and side yard areas not enclosed by a fence may not be used as storage at any time except for Architectural Committee approved screening structures for trash and recycle receptacles at the side of a house. (DOD Section III, Paragraph A)
- 2.7 Each owner is required to keep his/her lawn well maintained by mowing, weeding, and edging on a regular basis. Lawn height may not exceed 6 inches. (DOD Section II, Paragraph R)
- 2.8 Sidewalks, driveways, curbs, and streets must be cleared of grass clippings and/or any other yard debris. (TCO Title 27, Chapter 12, Section 1208) & (DOD Section II, Paragraph R)
- 2.9 Garden beds or planting areas must be kept weed free. (DOD Section III, Paragraph A)
- 2.10 Trees and shrubs must be maintained for good health and appearance. (DOD Section III, Paragraph A)

3. House Rental

- 3.1 No rentals for less than one year are allowed.
- 3.2 Tenants must complete and file with the management company a Lease Information form within thirty (30) days after lessee's occupancy.
- 3.3 Owners, as members of record of the Homeowners Association, are responsible for dues and assessments' payments and for the actions of their tenants, including

- any penalties for violations of the governing documents, as well as any costs for repairing damage to the common areas or other property caused by tenants. (DOD Section III, Paragraph B & C)
- 3.4 Owners are required to provide their tenants or lessees a copy of Cypress Creek's governing documents including the Deed of Dedication, Declaration, By-Laws, and Rules and Regulations. Written confirmation of this shall be signed by the owner and tenant/lessee. (DOD Section III, Paragraph B & C)

4. Noise

- 4.1 Residents and/or guests shall avoid making or permitting to be made loud or objectionable noises that may unreasonably disturb other residents. (TCO Title 27, Chapter 14, Section 1400) & (DOD Section II, Paragraph M)
- 4.2 Residents and/or guests shall avoid using loud noise-making tools and/or appliances between 10:00 pm and 7:00 am. (DOD Section II, Paragraph M)

5. Parking/Streets

- 5.1 Street parking is limited to short term parking not to exceed twenty-four (24) hours. (TCO Title 37, Chap. 5, Sec 519)
- 5.2 Vehicles parked in the street must be operable and must not be leaking fluids. (TCO Title 11-A, Chap. 5, Sec. 502, Para. B)
- 5.3 Vehicles may not be parked on grass. (DOD Section III, Paragraph A)
- 5.4 No recreational vehicles and/or equipment shall be parked or stored on any street or any lot for more than twenty-four (24) hours except within an enclosed garage. (DOD Article II, Sec. Q.)
- 5.5 For the safety of our residents playing on the streets is prohibited. (TCO Title 27, Chapter 12, Section 1200 & 1202)

6. Pets

- 6.1 Dogs must always be on a leash when not within a private enclosure. (TCO Title 2, Chap. 1, Sec. 101, Para. A. 2a)
- 6.2 Pet owners and anyone walking a pet are required to clean up after their pets. (TCO Title 2, Chap. 1 Sec.101, Para. A.12)
- 6.3 All pets must be properly vaccinated. (TCO Title 2, Chap. 1, Sec. 101, Para. A.1)

- 6.4 Livestock including, but not limited to, chickens, chicks, pigs, sheep, roosters, and cows are not allowed. (TCO Title 2, Chap. 2, Sec 200) & (DOD: Article II, Sec N)
- 6.5 Residents may keep and possess a combined total of five dogs and cats over the age of four (4) months. No more than three of such animals can be dogs over the age of four months. (TCO Title 2, Chap. 1, Sec. 101, Para.A.14)
- 6.6 Dogs must not be allowed to bark and/or howl incessantly. (TCO Title 2, Chap. 1, Sec. 101, Para. A.1) & (TCO Title 27, Chap 14, Sec. 1400, Para. D)

7. Playground

- 7.1 Trash receptacle located at the playground is for playground use only. No dumping of household trash or yard waste. (DOD Section III, Paragraph A) & (Bylaws Article VII, Section 1, Paragraph a)
- 7.2 Playground is for residents and residents' guests use only. Play at your own risk. (DOD Section III, Paragraph A) & (Bylaws Article VII, Section 1, Paragraph a)

8. Ponds

- 8.1 No person is allowed in or on the water. (DOD Section III, Paragraph A) & (Bylaws Article VII, Section 1, Paragraph a)
- 8.2 Only pole/rod fishing is allowed. (DOD Section III, Paragraph A) & (Bylaws Article VII, Section 1, Paragraph a)
- 8.3 No treble hooks are allowed. (DOD Section III, Paragraph A) & (Bylaws Article VII, Section 1, Paragraph a)
- 8.4 All ponds are catch and release fishing only. (DOD Section III, Paragraph A) & (Bylaws Article VII, Section 1, Paragraph a)
- 8.5 Intentionally harming pond wildlife is prohibited. (DOD Section III, Paragraph A) & (Bylaws Article VII, Section 1, Paragraph a)
- 8.6 Storm drains are for runoff water only and drain into our ponds. No person is allowed to intentionally put anything into a storm drain. (TCO Title 11, Chap. 5, Sec. 502, Para. B) & (DOD Section III, Paragraph A) & (Bylaws Article VII, Section 1, Paragraph a)
- 8.7 No motorized vehicles or devices are allowed on common areas except for service vehicles, maintenance vehicles, emergency vehicles, and/or wheelchairs. (DOD Section III, Paragraph A) & (Bylaws Article VII, Section 1, Paragraph a)

8.8 Children under the age of 12 must be accompanied by an adult while around ponds. (DOD Section III, Paragraph A) & (Bylaws Article VII, Section 1, Paragraph a)

Compliance

Failure to comply with HOA rules may result in fines and/or legal action.

Owners are responsible for their guests' infractions of the rules.

If an Owner feels one or more of the Association Rules and Regulations have been violated, he/she may submit a written complaint to the HOA Management Company. The complaint must be signed and dated, and the rule or rules suspected of being violated and the date and place of the suspected violation must be identified.

As soon as is practical, the Compliance Committee will consider the complaint and make a determination as to whether any rules have been violated and if any further action is necessary to stop the violation. The HOA Board will endeavor to inform the complainant of the Board's decision.

Any rule infractions that may be a violation of the Tulsa Code of Ordinances will be reported to the City of Tulsa.

ADDENDUM II

Variance Request Process for Cypress Creek HOA, Inc.

The process for requesting a variance is set out below.

- The Owner(s) shall obtain a Variance Request Form, available online at <u>www.cypresscreektulsa.com</u>, or from the Compliance Committee by email, mail, or hand delivery.
- 2. The Owner will complete the form and will submit it to the Compliance Committee via email, mail, or hand delivery.
- 3. Once the request is submitted, the Committee will have fifteen (15) calendar days in which to consider the request and make a ruling.
- 4. The decision of the Committee will be delivered to the Owner within three (3) calendar days of their decision via email, mail, or hand delivery.
- The Committee may grant the request as submitted or may grant the request in a modified form. The Owner will be allowed the variance only as is specifically set out in the decision by the Committee.
- 6. Should the request be denied, the Owner may appeal the decision of the Compliance Committee to the Board in writing within five (5) calendar days. Should the Board receive an appeal, it shall have fifteen (15) calendar days to review the appeal and make a ruling. The ruling by the Board will be final and will be delivered, in writing, to the Owner via email, mail, or hand delivery.
- 7. No variance will be granted for a period of longer than ninety (90) calendar days. Should an Owner believe that there is a valid need for an approved variance to be extended, the Owner may submit a subsequent request to the Compliance Committee.

ADDENDUM II

Variance Request Form for

Cypress Creek HOA, Inc.

Whereas the Cypress Creek HOA Board realizes that there may be, from time to time, unpredictable and/or unavoidable circumstances that arise that may warrant a variance from a particular rule, regulation, or covenant of the HOA, it shall be the right of any Owner(s) (s) to request a variance from any rule, regulation, or covenant for a specific period of time. An Owner(s) (s) seeking a variance from a rule, regulation, or covenant will fill out this form completely and accurately and deliver it via email, mail, or hand delivery to the Compliance Committee for review.

Owner's Name:
Owner's Address:
Owner's Phone:
Owner's Email:
Rule from which a variance is requested. Include the proper reference to the rule, regulation, or covenant by use of the precise reference number and the description of the rule:
State the reason and justification for the variance Be as specific as possible. A page may be added as an addendum if necessary:
Length of time for which the variance is requested (not to exceed 90 days):
Submitted this day of, 20
Signature(s) of Homeowner(s).

Addendum III Enforcement Procedure

for Covenants and Rules and Regulations of Cypress Creek HOA, Inc.

In order to maintain property values, safety, and the quality of life, it is the responsibility of the HOA to enforce restrictions delineated in the Deeds of Dedication, the Declaration of Covenants and Restrictions, and the Rules and Regulations for Cypress Creek and Cypress Creek Estates (herein referred to as the Neighborhood).

Process of Enforcement

- The Neighborhood is monitored by the Management Company and/or the Compliance Committee to ensure owners comply with the afore mentioned documents. Owners of the Neighborhood who believe an infraction has occurred may also submit a complaint by following the steps set forth in the Rules and Regulations Compliance section. Once a complaint is received, the Compliance Committee will determine if a violation has occurred.
- If it is determined that an infraction did occur, the Owner will be sent a notification letter via email, mall, or hand delivery citing the specific violation, the date of its occurrence, the location, the compliance deadline, and the fine that may be assessed if the infraction is not corrected within the designated time.
- 3. For each infraction the Owner will have a compliance deadline from the date of the receipt of the notification letter to correct the infraction. If, however, the infraction, by its nature, wouldn't necessarily exist beyond its occurrence (e.g. "loud or objectionable noise"), the letter will also notify the Owner that any subsequent infractions of the same Rule or Covenant for the next six (6) months after the infraction initially occurred shall be considered a continuation of the infraction and subject to the fines and/or penalties as set forth in the Fine Schedule.
- 4. It is the Owner's responsibility to correct the infraction. If the Compliance Committee determines that the infraction has been rectified, no further action is required.
- 5. If the infraction is not corrected within the designated time, any applicable fines will be assessed by the Management Company and payable to the HOA within thirty (30) calendar days.
- 6. If the infraction is corrected, but there is a recurrence of the same infraction within six (6) months, the Owner will be notified by letter via email, mail, or hand delivery that it will be considered a continuation of the initial infraction and shall be subject to any applicable fines and/or penalties as set forth in the Fine Schedule.
- 7. The Owner will be responsible for all fines, penalties, legal fees, and/or any other costs that may be incurred in rectifying the violation. All fines that remain unpaid after thirty (30) days may become a lien against the Owner's property and/or legal action will result.

Due Process Rights

- To dispute an alleged infraction, the Owner must, within fifteen (15) calendar days of the date of receipt of the notification letter, submit by email, mail, or hand delivery a written request for a Hearing to the Management Company and/or the HOA Board of Directors.
- Within fifteen (15) calendar days after receiving the written request, the Management Company and/or the HOA Board will schedule a time and place for the Hearing with the Owner.
- 3. At the Hearing the Owner as well as the Compliance Committee will be allowed to present statements, evidence, and witnesses to support their positions.
- 4. Within seven (7) calendar days after the Hearing, the Management Company and/or the HOA Board will notify the Owner in writing of their decision.
- 5. Within thirty (30) calendar days of a fine assessment, the Owner has the right to appeal accrued fines by submitting a written request by mail to the Management Company and following steps 2 through 4 above.

Addendum IV Fine Schedule

for

Cypress Creek HOA, Inc. Rules and Regulations

Infraction Area	Compliance Deadlines	Fine for Not Meeting Compliance Deadline	Penalty for Not Correcting Infraction
Alterations 1.1 & 1.2	Immediate halting of construction and 48 hrs. to submit specified documents	\$100	\$25/day
Alterations 1.4	24 hrs.	\$25	\$5/day
Appearance 2.5	7 calendar days	\$25 plus costs of reparations	\$5/day
Appearance 2.1 - 2.4; 2.6 - 2.10	7 calendar days	\$25	\$5/day
House Rental 3.1	Immediately upon notification of infraction	\$100	\$100 for each subsequent infraction
House Rental 3.2 - 3.4	30 calendar days	\$25	\$5/day
Noise 4.1 & 4.2	Immediately upon notification of infraction	\$25	\$30 for each subsequent infraction for the next 6 months
Parking/Streets 5.1 - 5.4	7 calendar days	\$25	\$5/day
Parking/Streets 5.5	Immediately upon notification of infraction	\$25	\$30 for each subsequent infraction for the next 6 months
Pets 6.1	Immediately upon notification of infraction	\$25	\$30 for each subsequent infraction for the next 6 months
Pets 6.2 - 6.6	7 calendar days	\$25	\$5/day
Playground 7.1	7 calendar days	\$25	\$30 for each subsequent infraction for the next 6 months
Ponds 8.1 - 8.4; 8.7 & 8.8	Immediately upon notification of infraction	\$25	\$30 for each subsequent infraction for the next 6 months
Ponds 8.5 & 8.6	Immediate infraction	\$40	\$50 for each subsequent infraction for the next 6 months

CERTIFICATION

I, the undersigned, hereby certify that I am the duly elected and acting Secretary of Cypress Creek Homeowners' Association, Inc., an Oklahoma not for profit corporation., and that Amendments 1-9 were duly adopted by majority vote of the Board of Directors and by majority vote of the Members at the Annual Meeting on July 23, 2020.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 13th day of 500mber, 2020.

Priscilla Carrell Eddy, Secretary

John Moore, President

Daryl Ousley/Wray, Vice President

Priscilla Carrell Eddy, Secretary

Wendy Carmody, Treasure

Greer Nichols, Director

Brian Konieczny, Director

Rus Anderson, Director

State of DKlahama				
County of TUISA				
on 9/3/20 before me, SNARIA WINFrey (notary)				
Priscilla Carrell Eddy, John Morre, Paryl Dusky Way,				
Wendy Carmody, Ereer Nichols, Brian Kmizczny Rus (signers) Anderson				
Personally appeared,				

-- OR --

personally, known to me

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal

(notary signature)

My Commission Expires:

SHARLA WINFREY Notary Public, State of Oklahoma Commission # 14008949 My Commission Expires 10-06-2022