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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
DEER CREEK PARK, SECTION 1

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

Deer Creek Park Section 1

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR DEER CREEK PARK (“**Declaration**”) is made as of the ____ day of _____, 20__, by Deer Creek Park, L.L.C., an Oklahoma limited liability company (herein the “**Declarant**”).

Declarant is the owner of the real property described in **Exhibit A** attached hereto and referred to as (the “**Property**” or the “**Addition**”). The Property has been subdivided and platted into Deer Creek Park, Section 1, an addition to the City of Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof (the “**Addition**”). This Declaration imposes upon the Addition mutually beneficial restrictions under a general plan of improvement for the benefit of the owners of each portion of the Property and establishes a flexible and reasonable procedure for the overall development, administration, maintenance and preservation of the Property. An integral part of the development plan is the creation of Deer Creek Park Homeowners’ Association, Inc. (the “**Association**”), an association comprised of all Lot Owners in Deer Creek Park Section 1 and subsequent phases of development of the land adjacent to the Property, which shall be annexed into the Association by the imposition of a Declaration of Covenants, Conditions and Restrictions for each additional phase of development, to own, operate, and maintain common property and Community improvements and to administer and enforce the Governing Documents for Deer Creek Park Section 1.

Article I

CREATION OF THE COMMUNITY

- 1.1. Development and Future Intent. Declarant hereby declares that all of the Property described on Exhibit “A” attached hereto shall be held, sold, used, and conveyed subject to the following covenants, conditions, and restrictions which shall run with title to the Property. This Declaration shall be binding on and shall inure to the benefit of all parties having any right, title, or interest in the Addition. Declarant intends to further subdivide land adjacent to the Property into additional phases of Deer Creek Park and impose a Declaration of Covenants, Conditions and Restrictions in form similar to this Declaration, thereby making the Owners of the Lots Members of the Deer Creek Park Homeowners’ Association, Inc., as provided herein.
- 1.2. 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 20 years of the date of recording without the consent of all Owners. After 20 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.

1.3. Governing Documents. This Declaration together with the Bylaws of Deer Creek Park Homeowners' Association, Inc., the Certificate of Incorporation of Deer Creek Park Homeowners' Association, Inc., and any Covenant to Share Costs (collectively, the "**Governing Documents**") shall contain the standards for the Property and the Association. The Governing Documents shall be supplemented by the Use Restrictions and Rules, and Regulations of the Board of Directors.

Article II CONCEPTS AND DEFINITIONS

The terms used in this Declaration shall generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms shall be defined as set forth below.

"Addition": Deer Creek Park, Section 1, an addition to the City of Oklahoma City, Oklahoma County, Oklahoma according to the recorded plat thereof and any further subdivisions of the Property for which a Final Plat approved by the City of Oklahoma City is filed for record in the office of the County Clerk of Oklahoma County.

"Area of Common Responsibility": The Common Area, together with those areas, if any, which the Association does not own but which by the terms of this Declaration or other applicable covenants, or by contract become the Association's responsibility, e.g. the right-of-way of N. MacArthur Blvd. between the Common Area fence and the curbs and/or paved street.

"Association": Deer Creek Park Homeowners' Association, Inc., an Oklahoma not for profit corporation, its successors and assigns.

"Assessment": Assessments levied on all Lots subject to assessment under **Section 8.9** to fund Common Expenses for the general benefit of all Lots, as more particularly described in **Article VIII**.

"Board of Directors" or "Board": The body responsible for administration of the Association.

"Builder": Any Person which purchases one or more Lots or parcels of land within the Property for the purpose of constructing improvements for later sale to consumers and/or resale in the ordinary course of such Person's business or which proposes to construct modifications or additions to any improvements to a Lot or other improvements on the Property, or which proposes to perform repairs, replacements or reconstruction of any such improvements.

"Bylaws": The Bylaws of Deer Creek Park Homeowners' Association, Inc. attached as **Exhibit C** and made a part hereof, as they may be amended from time to time.

“Certificate”: The Certificate of Incorporation of Deer Creek Park Homeowners’ Association, Inc., as filed with the Oklahoma Secretary of State.

“Class “B” Control Period”: The period during which the Class “B” Member is entitled to appoint a majority of the Board members as provided in the Bylaws.

“Common Area”: All real and personal property which the Association now or hereafter owns, leases, or otherwise holds possessory or use rights in for the common use and enjoyment of the Owners. The term shall include all property designated as Common Areas on the Plat. The term Common Area may include, without limitation, a swimming pool and bathroom, recreational facilities, entry features, signage, landscaped medians, common area and perimeter fences, water courses, pond, and sidewalks (whether or not such sidewalks and fences are located within a Common Area designated on the plat of Deer Creek Park).

“Common Expenses”: Actual and estimated expenses incurred or anticipated to be incurred by the Association for the general benefit of all Lots, including reasonable reserves, as the Board may find necessary and appropriate pursuant to the Governing Documents. Common Expenses shall not include any expenses incurred during the Class “B” Control Period for initial development or other original construction costs unless approved by Members representing a majority of the total Class “A” vote of the Association.

“Community-Wide Standard”: The standard of conduct and maintenance of the Common Area and the Lots contained in the Property or other activity generally prevailing in Deer Creek Park. Such standard shall be established initially by the Declarant and may contain both objective and subjective elements. The Community-Wide Standard may evolve as development of the Property progresses and as the needs and demands of Deer Creek Park change.

“Declarant”: Deer Creek Park, L.L.C., an Oklahoma limited liability company, or any successor, successor-in-title, or assignee of Deer Creek Park, L.L.C., who has or takes title to any portion of the Property for the purpose of development, leasing and/or resale in the ordinary course of business and who is designated as Declarant in the deed by which it acquires title or in any other instrument executed by the immediately preceding Declarant and recorded in the Official Records.

“Design Review Committee” or “DRC”: The committee which Declarant or the Board may create, subject to the provisions of **Article IV**, and at such time as it shall determine in its discretion, to review new construction and administer and enforce architectural standards.

“Member”: A Person entitled to membership in the Association. Every Owner shall automatically be a Member, subject to the limitations on co-Owners as provided in **Article VI** and the Bylaws.

“Mortgage”: A mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument.

“Mortgagee”: A beneficiary or holder of a Mortgage.

“Official Records”: The real property records in the Office of the County Clerk of Oklahoma County, Oklahoma.

“Owner”: Collectively, one or more Persons who hold record title to any Lot, but excluding in all cases any party holding an interest merely as security for performance of an obligation. If a Lot is sold under a recorded contract of sale, then, upon recording of such contract, the purchaser (rather than the fee owner) will be considered the Owner, unless the contract specifically provides otherwise.

“Person”: A natural person, a corporation, a limited liability company, a partnership, a trust or any other legal entity.

“Plat”: The final plat of Deer Creek Park, Section 1, as filed in the Official Records, as the same may be amended, updated, supplemented or vacated from time to time.

“Property”: The real property described in **Exhibit A**.

“Reviewer”: The Person or group of Persons authorized to exercise architectural review pursuant to **Article IV**.

“Special Assessment”: Assessments levied against all Owners to cover unanticipated costs, as more particularly described in **Section 8.6**.

“Specific Assessment”: Assessments levied on one or more but less than all Lots to cover costs attributable to such Lots, as more particularly described under **Section 8.7**.

“Lot”: A portion of the Property, whether improved or unimproved, which may be independently owned and is intended for construction, use, and occupancy as a detached residence for a single family. The term shall refer to the land as well as any improvements thereon. The term shall include within its meaning, by way of illustration but not limitation, each numbered lot shown on the subdivision plat of Deer Creek Park, Section 1 in the Official Records and any additional lots contained in future subdivision plats of any portion of the Property, together with the structures, if any, constructed thereon, but shall not include Common Areas or property dedicated to the public.

“Use Restrictions”: The rules and use restrictions attached as **Exhibit B** and made a part hereof, as they may be modified, canceled, limited or expanded under **Article III**.

Article III
USE AND CONDUCT

3.1. Framework for Regulation. All provisions of this Declaration and any Association rules shall apply to all Persons on the Property. The lessee and all occupants of leased Lots shall be bound by the terms of the Governing Documents, whether or not the lease so provides. All Owners shall be responsible for inserting a provision in any lease informing the lessee and all occupants of the Lot of all applicable rules and use restrictions affecting the Lot and the Common Area.

3.2. Owners' Acknowledgment. All Owners are subject to the Use Restrictions and are hereby 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 the Owner's property can be affected by this provision and that the Use Restrictions and rules may change from time to time.

3.3. 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:

- (a) Similar Treatment. Similarly situated Owners and occupants shall be treated similarly.
- (b) Pets. Any rule prohibiting keeping ordinary household pets shall apply prospectively only and shall not require the removal of any pet which was being kept on the Property in compliance with the rules in effect prior to the adoption of such rule. Nothing in this provision shall prevent the Association from requiring removal of any animal that presents an actual threat to the health or safety of residents or from requiring abatement of any nuisance or unreasonable source of annoyance as determined by the Board or its designee.
- (c) Reasonable Rights To Develop. No rule or action by the Association or Board shall unreasonably impede Declarant's right to develop in accordance with the Plat.
- (d) 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 **Article XII**.

Article IV
ARCHITECTURE AND LANDSCAPING

4.1. General Requirement for Prior Approval. 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, screened porches, clotheslines, playground equipment, basketball hoops, pools, propane and other fuel tanks (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 require the approval of the appropriate Reviewer under **Section 4.2.**

This Article may not be amended without Declarant's written consent so long as Declarant owns any portion of the Property or without the consent of sixty percent (60 %) of the Owners after Declarant no longer owns any portion of the Property.

4.2. Architectural Review.

(a) By Declarant. Each Owner, by accepting a deed or other instrument conveying any interest in any portion of Deer Creek Park, acknowledges that, as developer of Deer Creek Park and as an Owner of portions of Deer Creek Park, Declarant has a substantial interest in ensuring that the improvements within Deer Creek Park enhance Declarant's reputation as a Community developer and do not impair Declarant's ability to market, or sell its property. Therefore, each Owner agrees that no activity within the scope of this Article ("**Work**") shall be commenced on such Owner's Lot unless and until Declarant or its designee has given its prior written approval for such Work, which approval may be granted or withheld in Declarant's or its designee's sole discretion.

In reviewing and acting upon any request for approval, Declarant or its designee shall act solely in Declarant's interest and shall owe no duty to any other Person. Declarant's rights reserved under this Article shall continue so long as Declarant owns any portion of Deer Creek Park, unless earlier terminated in a written instrument executed and recorded by Declarant in the Official Records.

Declarant may, in its sole discretion, designate one or more Persons from time to time to act on its behalf in reviewing applications hereunder. Declarant hereby designates the following individuals to act as the Design Review Committee: Anthony K. Mirzaie, Rod Davari and Benny Hani.

Declarant may from time to time, but shall not be obligated to, delegate all or a portion of its reserved rights under this Article to (i) a Design Review Committee appointed by the Association's Board of Directors (the "**DRC**"), or (ii) a committee comprised of architects, engineers or other persons who may or may not be Members of the Association. Any such delegation shall be in writing, specifying the scope of responsibilities delegated, and shall be

subject to (i) Declarant's right to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated; and (ii) Declarant's right to veto any decision which Declarant determines, in its sole discretion, to be inappropriate or inadvisable for any reason. So long as Declarant has any rights under this Article, jurisdiction of the foregoing entities shall be limited to such matters as are specifically delegated to it by Declarant.

(b) Design Review Committee. Upon delegation by Declarant or upon expiration or termination of Declarant's rights under this Article, the Association, acting through the DRC, shall assume jurisdiction over architectural matters hereunder. The DRC, when appointed, shall consist of at least three (3), but not more than seven (7), persons who shall serve and may be removed and replaced in the Board's discretion. Members of the DRC need not be Members of the Association or representatives of Members, and may, but need not, include architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the Board.

Unless and until such time as Declarant delegates all or a portion of its reserved rights to the DRC or Declarant's rights under this Article terminate, the Association shall have no jurisdiction over architectural matters.

4.3. No Waiver of Future Approvals. Each Owner acknowledges that members of 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.

4.4. Limitation of Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only, and Declarant, the Association, the Board, the DRC, 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 DRC, 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 DRC and its members shall be defended and indemnified by the Association as provided in the Bylaws.

4.5. 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 Article. If, however, in Declarant's discretion, the Association fails to take appropriate enforcement action within a sixty (60) day time period, Declarant, for so long as it owns any portion of the Property, shall be authorized to exercise any enforcement rights which could have been exercised by the Association.

Article V
MAINTENANCE AND REPAIR

5.1. Owner's Responsibility. Each Owner shall maintain his or her Lot in a manner consistent with the Community-Wide Standard and all applicable covenants and Use Restrictions, unless such maintenance responsibility is otherwise assumed by or assigned to the Association pursuant to any supplement or amendment to this Declaration or other declaration of covenants applicable to such Lot.

In addition to any other enforcement rights provided for in the Governing Documents, if an Owner fails properly to perform his or her maintenance responsibility, the Association may perform such maintenance responsibilities and assess all costs incurred in accordance with Section 8.6. The Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation.

Upon Board resolution, Owners of Lots within Deer Creek Park shall be responsible for paying, through assessments, the costs of operating, maintaining, and insuring certain portions of the Area of Common Responsibility within or adjacent to Deer Creek Park. This may include, without limitation, costs of maintaining any signage, entry features, right-of-way, and open space between the Lots within Deer Creek Park and adjacent public roads and private streets within Deer Creek Park, regardless of ownership and regardless of the fact that such maintenance may be performed by the Association; provided, however, all Owners who are similarly situated shall be treated similarly.

5.2 Association's Responsibility. The Association shall be obligated to assume maintenance responsibility for the Areas of Common Responsibility within Deer Creek Park, Section 1. Additionally, all specialty street signs and street lights shall be owned, operated, maintained, repaired and replaced by the Association. In the event one or more street lights or street signs are damaged or destroyed, the Association shall use its best efforts to replace the same with the same type and size as the original.

5.3. Responsibility for Repair and Replacement. Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising his or her Lot, the Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article IV. The Owner shall pay any costs that are not covered by insurance proceeds.

Article VI
THE ASSOCIATION AND ITS MEMBERS

6.1. Functions of Association. The Association shall be (i) the entity responsible for management, maintenance, operation, and control of the Area of Common Responsibility; (ii) the primary entity responsible for compliance with and enforcement of this Declaration and such reasonable rules regulating use of the Property as the Board may adopt; (iii) primarily responsible for monitoring compliance with and enforcing the Design Guidelines; and (iv) permitted to provide for and fund such Community activities and services as deemed necessary, appropriate, or desired in accordance with the Governing Documents, or as may be required by the Oklahoma County, Oklahoma. The Association may delegate such responsibilities to committees or engage outside Persons to manage the Association, monitor and enforce the Design Guidelines under the Board's supervision. The Association shall perform its functions in accordance with the Governing Documents and Oklahoma law.

6.2. Membership. Every Owner shall be a Member of the Association. There shall be only one membership per Lot. If a Lot is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in **Section 6.3(c)** and in the Bylaws, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, partner, manager or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

6.3. Voting. The Association shall have three classes of membership, Class "A", Class "B" and Class "C" Members.

(a) Class "A". Class "A" Members shall be all Owners except the Class "B" Member and the Class "C" Members, if any. Class "A" Members shall have one equal vote for each Lot in which they hold the interest required for membership under **Section 6.2**, except that there shall be only one vote per Lot and no vote shall be exercised for any property which is exempt from assessment under **Section 8.11**. All Class "A" votes shall be cast as provided in **Section 6.3(c)** below.

(b) Class "B". The sole Class "B" Member shall be Declarant. The Class "B" Member shall have four votes for each Lot owned by the Class "B" Member and may appoint a majority of members of the Board during the Class "B" Control Period, as specified in the Bylaws. Additional rights of the Class "B" Member, including the right to approve, or withhold approval of, actions proposed under this Declaration, the Bylaws, and the Certificate, are specified in the relevant sections of this Declaration, the Bylaws, and the Certificate. After termination of the Class "B" Control Period, the Class "B" Member shall have a right to disapprove actions of the Board and committees as provided in the Bylaws.

The Class "B" membership shall terminate upon the earlier of:

- (i) three (3) years after expiration of the Class "B" Control Period pursuant to **Article III** of the Bylaws; or
- (ii) when, in its discretion, Declarant so determines and declares in a recorded instrument.

Upon termination of the Class "B" membership, Declarant shall be a Class "A" Member entitled to Class "A" votes for each Lot which it owns.

(c) Class "C". Class "C" Members shall be the Builders who own Lots for the sole purpose of constructing a home for resale. The Class "C" Members shall have two equal votes for each Lot in which they hold the interest required for membership contained in **Section 6.2**, above.

(d) Exercise of Voting Rights. Except as otherwise specified in this Declaration or the Bylaws, the vote for each Lot owned by a Class "A" or Class "C" Member shall be exercised by the Member representing that Lot.

In any situation where there is more than one Owner of a Lot or more than one representative of an Owner which is not a natural person, the vote for such Lot shall be exercised as the co-Owners or representatives determine among themselves and advise the Secretary of the Association in writing prior to the vote being taken. Absent such advice, the Lot's vote shall be suspended if more than one Person seeks to exercise it.

Article VII

ASSOCIATION POWERS AND RESPONSIBILITIES

7.1. Acceptance and Control of Association Property. The Association may acquire, hold, and dispose of tangible and intangible personal property and real property. Declarant may convey to the Association improved or unimproved real estate located within the Property, personal property, and leasehold and other property interests. Such property shall be accepted by the Association and thereafter shall be maintained in conformity with the Community-Wide Standard as Area of Common Responsibility by the Association at its expense for the benefit of its Members, subject to any restrictions set forth in the deed, including but not limited to restrictions governing the use of such property.

7.2. Maintenance of the Area of Common Responsibility.

The Association shall maintain and keep in good repair the Area of Common Responsibility. The Association may also maintain and improve other property which it does not own, including, without limitation, section line road rights of way.

The Area of Common Responsibility shall include, but need not be limited to:

- (a) all portions of and structures situated upon the Common Area;

- (b) landscaping within public rights-of-way within or abutting the Property;
- (c) such portions of any additional property included within the Area of Common Responsibility as may be dictated by this Declaration, any Covenant to Share Costs, or any contract or agreement for maintenance thereof entered into by the Association,
- (d) all lakes, ponds, streams, and/or wetlands located within the Property which serve as part of the storm water drainage system for the Property, including improvements and equipment installed therein or used in connection therewith; and

The Association shall not be liable for any damage or injury occurring on, or arising out of the condition of, property which it does not own except to the extent that it has been negligent in the performance of its maintenance responsibilities.

Except as provided above, the Area of Common Responsibility shall not be reduced by amendment of this Declaration or any other means except with the prior written approval of Declarant as long as Declarant owns any property described on **Exhibit A** of this Declaration.

7.3. Insurance.

(a) Types and Limits of Insurance. The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(i) Blanket property insurance covering "all risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements on the Common Area, if any, and on other portions of the Area of Common Responsibility to the extent that it has assumed responsibility for maintenance, repair, and/or replacement in the event of a casualty.

(ii) Commercial general liability insurance for all of Deer Creek Park, including, the Area of Common Responsibility, insuring the Association and its Members for damage injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, the commercial general liability coverage (including primary and any umbrella coverage) shall have a limit of at least \$1,000,000.00 per occurrence with respect to bodily injury, personal injury, and property damage.

(b) Policy Requirements. The Association shall arrange for an annual review of the sufficiency of insurance coverage by one or more qualified Persons, at least one of whom must be familiar with replacement costs in the Oklahoma City, Oklahoma area.

All Association policies shall provide for a certificate of insurance to be furnished to each Member insured and to the Association.

7.4. Compliance and Enforcement.

(a) Every Owner and occupant of a Lot shall comply with the Governing Documents and the rules of the Association. The Board may impose sanctions for violation of the Governing Documents or any rule or regulation, after notice and a hearing in accordance with the procedures set forth in the Bylaws.

(b) In addition, the Board may take the following enforcement procedures to ensure compliance with the Governing Documents without the necessity of compliance with the procedures set forth in the Bylaws:

(i) exercising self-help in any emergency situation (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations in accordance with any applicable ordinance(s) of the Oklahoma County, Oklahoma or statutes of the State of Oklahoma); and

(ii) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the provisions of the Governing Documents or any rule or regulation, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys fees, expert witness fees, and court costs, reasonably incurred in such action.

The Association shall not be obligated to take action to enforce any covenant, restriction, or rule which the Board reasonably determines is, or is likely to be construed as, inconsistent with the applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough or funds are not available to justify taking enforcement action. Any such determination shall not be construed as waiver of the right of the Association to enforce such provision at a later time under other circumstances or to estop the Association from enforcing any other covenant, restriction, or rule.

7.5. Implied Rights; Board Authority. The Association may exercise any right or privilege given to it expressly by this Declaration or the Bylaws or which may be reasonably implied from or reasonably necessary to effectuate, any such right or privilege. Except as otherwise specifically provided in the Governing Documents, or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

7.6. Powers of the Association Relating to Lot Owners. The Association also may require specific action to be taken by any Lot Owner to fulfill his or her obligations and responsibilities

under this Declaration or any other applicable covenants. Without limiting the generality of the foregoing, the Association may (a) require specific maintenance or repairs or aesthetic changes to be effectuated by the Lot Owner, and (b) impose a Specific Assessment on the Lot Owner to pay the cost of such work.

Any action specified by the Association in a written notice pursuant to the foregoing paragraph shall be taken within the reasonable time frame set in such written notice. If the Lot Owner fails to comply with such requirements, the Association shall have the right to take such action.

7.7. Disclaimer of Liability. The Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to promote the health, safety and welfare of Owners and occupants of any Lot. Notwithstanding anything contained in the Governing Documents or any other document governing or binding the Association, neither the Association, the Board, the management company of the Association, Declarant nor any successor Declarant shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety, or welfare of any Owner or occupant of any Lot or any tenant, guest, or invitee of any Owner or occupant or for any property of any such Persons. Each Owner and occupant of a Lot and each tenant, guest and invitee of any Owner or occupant shall assume all risks associated with the use and enjoyment of the Property, including all recreational facilities, if any, and may be required to execute specific liability waivers from time to time as a condition of such use.

Neither the Association, the Board, the Association's management company, Declarant, nor any successor Declarant shall be liable or responsible for any personal injury, illness, or any other loss or damage caused by the presence or malfunction of utility lines, or utility sub-stations adjacent to, near, over, under, or on the Property. Each Owner and occupant of a Lot and each tenant, guest, and invitee of any Owner, Declarant or occupant shall assume all risk of personal injury, illness, or other loss or damage arising from the presence or malfunction of utility lines, utility sub-stations, and electromagnetic fields and further acknowledges that the Association, the Board, the management company of the Association, Declarant or any successor Declarant have made no representations or warranties, nor has any Owner or occupant, or any lessee, guest, or invitee of any Owner, Declarant, or occupant relied upon any representations or warranties, expressed or implied, relative to the condition or impact of utility lines or utility sub-stations, or electromagnetic fields.

No provision of the Governing Documents shall be interpreted as creating a duty of the Association, the Board, the management company of the Association, Declarant nor any successor Declarant to protect or further the health, safety or welfare of any Person(s), even if the funds of the Association are used for any such purpose.

Each Owner (by virtue of his or her acceptance of title to his or her Lot) and each other Person having an interest in or lien upon, or making any use of, any portion of the Property (by virtue of accepting such interest or lien or making such use) shall be bound by this Section and shall be deemed to have waived any and all rights, claims, demands and causes of action against the Association, the Board, the Association's management company, Declarant and any successor Declarant, their directors, officers, committee and board members, employees, agents, contractors, subcontractors, successors, and assigns arising from or connected with any matter for which the liability has been disclaimed.

Article VIII
ASSOCIATION FINANCES

8.1. Budgeting and Allocating Common Expenses. Not less than 30 days before the beginning of each fiscal year, the Board shall prepare a budget covering the Common Expenses estimated to be incurred during the coming year. The budget shall include a capital contribution to establish a reserve fund in accordance with a budget separately prepared as provided in **Section 8.2**, but shall not include expenses incurred during the Class "B" Control Period for initial development original construction, installation of infrastructure, original capital improvements, or other original construction costs unless approved by Members representing a majority of the total Class "A" Members.

The Assessment shall be levied against all Lots subject to assessment as set forth in **Sections 8.4** and **8.5** below. The dues for Class "A" Members shall initially be set at \$365.00 per year, which is reasonably expected to produce total income for the Association equal to the total budgeted Common Expenses, including contributions to reserves. The dues for the Class "B" Member shall be set at \$100.00 per lot owned by the Class "B" Member per year. The dues for the Class "C" Member shall be set at \$200.00 per lot per year. In determining the level of assessments, the Board, in its discretion, may consider other sources of funds available to the Association. In addition, the Board shall take into account the number of Lots subject to assessment under **Section 8.9** on the first day of the fiscal year for which the budget is prepared and any additional Lots reasonably anticipated to become subject to assessment during the fiscal year. The budget shall become effective unless disapproved at a meeting by Members representing at least a majority of the total Association vote and by Declarant as long as Declarant owns any portion of the Property.

Notice of assessments shall be posted in a prominent place within the Property and included in the Association's newsletter, if any. If the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined, the budget in effect for the immediately preceding year shall continue for the current year.

8.2. Budgeting for Reserves. The Board shall prepare, on an annual basis, reserve budgets which take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost of each asset.

The Board may adopt resolutions regarding the expenditure of reserve funds, including policies designating the nature of assets for which reserve funds may be expended. So long as Declarant owns any portion of the Property, neither the Association nor the Board shall adopt, modify, limit, or expand such policies without Declarant's prior written.

8.3. Authority to Assess Owners; Time of Payment. The Association may levy assessments against each Lot for Association expenses as the Board may specifically authorize from time to time. There shall be three types of assessments for Association expenses: (a) Assessments to fund Common Expenses for the general benefit of all Lots; (b) Special Assessments as described in Section 8.5; and (c) Specific Assessments as described in Section 8.6. Each Owner, by accepting a deed or entering into a recorded contract of sale for any portion of the Property is deemed to covenant and agree to pay these assessments.

Assessments shall be paid in such manner and by such dates as the Board may establish. Unless the Board otherwise provides, the Assessment for each Lot shall be due and payable annually no later than February 1, after which date the Assessment shall be considered to be delinquent. If any Owner is delinquent in paying any assessments or other charges levied on his or her Lot, a late charge in the amount of \$150.00 shall be immediately due and payable. All outstanding assessments and late charges shall bear interest at the rate of 18% per annum from the 1st day of April until all outstanding amounts are paid in full. The Board may deny access to the use of the Common Areas, including the swimming pool and Clubhouse and/or file a lien against the Lot of any Owner whose outstanding assessments remain unpaid as of April 1. In the event the Board elects to file a lien, the Board may assess the delinquent Owner an administrative fee in the amount of \$150.00 to cover all of the costs incurred in filing the lien for record.

8.4. Declarant's Obligation for Assessments. During the Class "B" Control Period, Declarant may satisfy its obligation for the Assessment on Lots which it owns by paying such assessments in the same manner as any other Owner. The Assessment on Lots owned by the Class "B" Member shall be the sum of \$100.00 per Lot owned by the Declarant.

8.5. Builder's Obligation for Assessments. The Assessment on Lots owned by Class "C" Members shall be the sum of \$200.00 per Lot owned by the Class "C" Member.

8.6. Special Assessments. In addition to other authorized assessments, the Association may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Such Special Assessments may be levied against Class "A" Members only.

There shall be no obligation to call a meeting for the purpose of considering Special Assessments except on petition of Members as provided for special meetings in the Bylaws, which petition

must be presented to the Board within 30 days after notice of the Special Assessment. Notice of Special Assessment shall be provided as set forth in **Section 8.1**. Special Assessments shall be payable in such manner and at such times as determined by the Board and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

8.7. Specific Assessments. The Board may levy Specific Assessments against particular Lots for expenses incurred or to be incurred by the Association, as follows:

- (a) transfer fees, as provided in **Section 8.13** below;
- (b) to cover the costs, including overhead and administrative costs, of providing benefits, items, or services to the Lot or occupants thereof upon request of the Owner pursuant to a menu of special services which the Board may from time to time authorize, which assessments may be levied in advance of the provision of the requested benefit, item, or service as a deposit against charges to be incurred by the Owner; and
- (c) to cover costs incurred in bringing the Lot into compliance with the terms of this Declaration, any applicable supplement or amendment to this Declaration, the Bylaws, the Design Guidelines, or rules of the Association, or costs incurred as a consequence of the conduct of the Owner or occupants of the Lot, their licensees, invitees, or guests; provided, the Board shall give the Lot Owner prior written notice and an opportunity for a hearing before levying a Specific Assessment under this subsection (c).

8.8. Personal Obligation. Each Owner, by accepting a deed or entering into a recorded contract of sale for any portion of the Property, is deemed to covenant and agree to pay all assessments authorized in this Declaration. All assessments, together with interest from the due date of such assessment at a rate determined by the Board (but not less than 10% per annum, subject to the limitations of Oklahoma law), reasonable late charges in such amount as is established by Board resolution, costs, and reasonable attorney's fees, shall be the personal obligation of the Person who was the Owner of such Lot at the time the assessment arose. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance. However, no Mortgagee who obtains title to a Lot by exercising the remedies provided in its Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title, unless a notice of such delinquent assessments was recorded in the Official Records prior to the date such Mortgage was recorded.

Failure of the Board to fix assessment amounts or rates or to deliver or mail to each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Assessments on the same basis as during the last year for which an assessment was levied, if any, until a new assessment is made, at which time the Association may retroactively assess any shortfalls in collections.

No Owner may exempt himself from liability for assessments by non-use of Common Area, abandonment of his Lot, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

The Board shall, upon request, furnish to any Owner liable for any type of assessment a certificate in writing signed by an officer of the Board or its designated agent setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment. The Board may require the advance payment of a processing fee for the issuance of such certificate.

8.9. Lien for Assessments. All assessments authorized in this Article shall constitute a lien against the Lot against which they are levied until paid unless otherwise specifically precluded in this Declaration. The lien shall also secure payment of interest (subject to the limitations of Oklahoma law), late charges, and costs of collection (including attorneys' fees, lien fees, and administrative costs). Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value prior to recordation of any notice of delinquent assessments in the Official Records. The Association may enforce such lien, when any assessment or other charge is delinquent, by suit, judgment, and foreclosure.

The Association may bid for the Lot at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Lot. While a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Association. The Association may sue for unpaid Common Expenses and costs without foreclosing or waiving the lien securing the same.

The sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments. However, a Mortgagee holding a Mortgage of record or other purchaser of a Lot who obtains title pursuant to foreclosure of the Mortgage shall not be personally liable for assessments on such Lot due prior to such acquisition of title, unless a notice of such delinquent assessments was recorded in the Official Records prior to the date such Mortgage was recorded.

8.10. Date of Commencement of Assessment Obligations. The obligation to pay assessments shall commence as to each Lot on the first day of the month following the date the Lot is made subject to this Declaration. The first annual Assessments against each Lot shall be adjusted

according to the number of days remaining in the fiscal year at the time assessments commence on the Lot.

8.11. Failure to Assess. Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Assessments on the same basis as for the last year for which an assessment was made, if any, until a new assessment is made, at which time the Association may retroactively assess any shortfalls in collections.

8.12. Exempt Property. The following property shall be exempt from payment of Assessments and Special Assessments:

- (a) all Common Area; and
- (b) all property or interests in property dedicated to and accepted by any governmental authority or public utility.

8.13 Transfer Fees.

(a) Authority. The Board shall have the authority, on behalf of the Association, to collect a transfer fee from each transferring Owner after the Lot has been occupied for residential purposes. Upon each subsequent transfer of title to the Lot, a fee shall be collected from the Buyer and paid to the Association out of the closing proceeds and shall be secured by the Association's lien for assessments under **Section 8.8** above.

(b) Fee Amount. The amount of the transfer fee shall be set by the Board. Initially, the transfer fee shall be the sum of fifty dollars (\$50.00).

(c) Exempt Transfers. Notwithstanding the foregoing, no transfer fee shall be levied upon transfer of title to a Lot: (1) by or to Declarant; (2) by a Builder who held title solely for purposes of building a home for resale; (3) by a co-Owner to any Person who was a co-Owner immediately prior to such transfer; (4) to the Owner's estate, surviving spouse or child upon the death of the Owner; (5) to an entity wholly-owned by the grantor; provided, upon any subsequent transfer of an ownership interest in such entity, the transfer fee shall become due; or (6) to an institutional lender pursuant to a Mortgage or upon foreclosure of a Mortgage.

Article IX

SPECIAL RIGHTS RESERVED TO DECLARANT

9.1. Construction of Improvements. Declarant and its employees, agents, and designees shall have a right and easement over and upon all of the Common Area for the purpose of making, constructing, installing, modifying, expanding, replacing, and removing such improvements to

the Common Area as it deems appropriate in its sole discretion as long as Declarant owns any property described in **Exhibit A**.

9.2. Right To Use Common Area. Declarant and its designees may maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, may be required, convenient, or incidental to the construction or sale of Lots, including, but not limited to, business offices, signs, model Lots, and sales offices. Declarant and its designees shall have easements for access to and use of such facilities.

Declarant and its employees, agents, and designees shall also have a right and easement over and upon all of the Common Area for the purpose of making, constructing, and installing such improvements to the Common Area as it deems appropriate in its sole discretion.

9.3. Right To Transfer or Assign Declarant Rights. Any or all of the special rights and obligations of Declarant set forth in this Declaration or the Bylaws may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained in this Declaration or the Bylaws. No such transfer shall be effective unless it is in a written instrument signed by Declarant and duly recorded in the Official Records.

9.4. Amendment. This Article shall not be amended without the prior written consent of Declarant so long as Declarant owns any property described in **Exhibit A**. The rights contained in this Article shall terminate upon the earlier of (a) 50 years after the conveyance of the first Lot to an Owner, or (b) upon recording by Declarant of a written statement that all sales activity has ceased. Thereafter, Declarant and its designees may continue to use the Common Area for purposes stated in this Article only pursuant to a rental or lease agreement between Declarant and/or such designee and the Association which provides for rental payments based on the fair market rental value of any such portion of the Common Area.

Article X **EASEMENTS**

10.1. Easements in Common Area. Every Owner shall have a right and nonexclusive easement of use, access, and enjoyment in and to the Common Area, subject to:

- (a) The Governing Documents and any other applicable covenants;
- (b) Any restrictions or limitations contained in any deed conveying such property to the Association;
- (c) The right of the Board to adopt rules, regulations, or policies regulating the use and enjoyment of the Common Area, including rules restricting use of recreational facilities within the Common Area to owners of Lots and their guests, and rules limiting the number of occupants and guests who may use the Common Area;

- (d) The right of the Board to suspend the right of an Owner to use recreational facilities within the Common Area pursuant to **Section 7.4**;
- (e) The right of the Association to dedicate or transfer all or any part of the Common Area to governmental entities pursuant to **Section 7.10**;
- (f) The right of the Board to impose reasonable membership requirements and charge reasonable membership, admission, or other fees for the use of any recreational facility situated upon the Common Area;
- (g) The right of the Board to permit use of any Common Area recreational, educational, or cultural facilities by non-Owners, their families, lessees, and guests upon payment of Board established use fees or such other basis as the Board determines;
- (h) The right of the Board to create, enter into agreements with, grant easements to, and transfer portions of the Common Area to tax-exempt organizations under **Section 14.1**;
- (i) The right of the Association to mortgage, pledge, or hypothecate any or all of its real or personal property as security for Association obligations; and
- (j) The right of the Board to change the use of any portion of the Common Area with the consent of Declarant so long as it owns any property described on **Exhibit A**.

10.2. Easements For Access Over Sidewalks and Walking Trails. Every Lot with a or sidewalk or walking trail is hereby benefited and burdened with an easement over such sidewalk or walking trail for the purposes of permitting access through and upon the sidewalk or walking trail to the garages and entrances of the Lots sharing such sidewalks or walking trails (the "Sharing Lots"). No Owner of a Sharing Lot shall block or obstruct the sidewalk or walking trail or otherwise impair such access so as to deny the other Sharing Owner a reasonable means of access to his or her Lot. The Owners of Lots 1 through 5 of Block 5 and Lots 1 and 24 through 38, both inclusive, of Block 6 hereby grant an easement over and across the rear 10 feet of the Lots described above to permit the Association to establish, construct, repair, replace and maintain a Common Area Fence along a line which is a distance of ten (10) feet from the rear property line. The easement granted herein shall create an Area of Common Responsibility in which the Owners may use and enjoy the walking trail and access to the pond and in which the Association may mow and maintain this Area of Common Responsibility. The fence itself shall be a Perimeter Fence as defined in Article II above and shall be the responsibility of the Association to install and maintain this fence.

10.3. Easements 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 the Property, provided, no Person shall alter the natural drainage on any Lot to increase materially the drainage

of storm water onto adjacent portions of the Property without the consent of the Owner(s) of the affected property, the Board, and Declarant as long as it owns any portion of the Property.

10.4. Easements for Maintenance and Enforcement. Authorized agents of the Association shall have the right, and a perpetual easement is hereby granted to the Association, to enter all portions of the Property, including each Lot to (a) perform its maintenance responsibilities under Article V, and (b) make inspections to ensure compliance with the Governing Documents. Except in emergencies, entry onto a Lot shall be only during reasonable hours and after notice to and permission from the Owner. This easement shall be exercised with a minimum of interference to the quiet enjoyment of Owners' property, and any damage caused by the Association shall be repaired by the Association at its expense. The Association also may enter a Lot to abate or remove, using such measures as may be reasonably necessary, any structure, things or condition which violates the Governing Documents.

10.5. Rights to Storm Water Runoff, Effluent, and Water Reclamation. Declarant hereby reserves for itself and its designees, all rights to ground water, surface water and storm water runoff located or produced within the Property. Such right shall include an easement over the Property for access to and for installation and maintenance of facilities and equipment to capture and transport such water and runoff. This Section may not be amended without the consent of Declarant or its successor, and the rights created in this Section shall survive termination of this Declaration.

The Property is hereby burdened with a non-exclusive easement in favor of the Association for overspray of water from any irrigation system serving the Area of Common Responsibility. The Association may use treated effluent to irrigate any Area of Common Responsibility. The Association shall not be held liable for any damage or injury resulting from such overspray or the exercise of this easement.

10.6. Easements for Drainage Maintenance and Flood Water. Declarant reserves for itself, the Association, and their successors, assigns, and designees, the nonexclusive right and easement, as shown on the recorded plat, but not the obligation, to enter upon the Lots, drainage ways, streams, lakes, ponds and wetlands located within the Addition to (a) construct, maintain, repair and remove structures, planting or other material which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the utility easements or which may obstruct or retard the flow of water through drainage channels in the utility easements. The utility easements on each Lot and all improvements permitted therein shall be maintained continuously by the Owner, except for those improvements for which a public authority or utility company is responsible. Each Owner shall (a) construct, maintain, and repair any drainage swale, channel, retaining wall, bulkhead, or other structure located on a Lot the purpose of which is to manage the flow of water across the Lot; and (b) remove trash and other debris and fulfill their maintenance responsibilities as provided in this Declaration. Declarant, the Association, and their successors, assigns and

designees shall have an access easement over and across any Lot contained in the Property abutting or containing any portion of any of the drainage ways, streams, or wetlands to the extent reasonably necessary to exercise the rights and obligations contained in this Section.

There is further reserved herein for the benefit of Declarant, the Association, and their successors, assigns, and designees, a perpetual, nonexclusive right and easement of access and encroachment over the Common Area and Lots (but not the dwellings thereon) adjacent to the drainage ways, streams and wetlands within the Property, in order to (a) temporarily flood and back water upon and maintain water over such portions of the Property; (b) fill, drain, dredge, deepen, clean, fertilize, and generally maintain the drainage ways, streams, and wetlands within the Area of Common Responsibility subject to the approval of all appropriate regulatory bodies; (c) maintain and landscape the slopes and banks pertaining to such drainage ways, streams, and wetlands; and (d) enter upon and across such portions of the Property for the purpose of exercising their rights under this Section. All Persons entitled to exercise these easements shall use reasonable care in and repair any damage resulting from, the intentional exercise of the rights granted under such easements. Nothing herein shall be construed to make Declarant, the Association or any other Person liable for damage resulting from flooding due to heavy rainfall, tornadoes, hurricanes or other natural occurrences.

Article XI

RELATIONSHIPS WITH OTHER ENTITIES

11.1 Conflicts. This Declaration is not intended to supersede applicable City ordinances, and all Owners and Members are required to comply with City codes and ordinances. In the event of any conflict between the standards set forth in this Declaration or any supplement or amendment to this Declaration, and the standards contained in City ordinances, the more stringent standard shall apply.

Article XII

AMENDMENT OF DECLARATION

12.1. Amendment by Declarant. Until termination of the Class "B" membership, Declarant may unilaterally amend this Declaration for any purpose. Thereafter, so long as Declarant owns any Lot, 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 thereto in writing. In addition, so long as Declarant owns any portion of the Property, it may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner.

12.2. Amendment by Owners. Except as otherwise specifically provided in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing 66% of the total Class "A" votes, and the consent of Declarant, so long as Declarant owns any portion of the Property.

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.

12.3. Validity and Effective Date of Amendments. Amendments to this Declaration 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 (6) months of its recordation or such amendment shall be presumed to have been validly adopted. A change of conditions or circumstances shall not operate to amend any provisions of this Declaration.

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

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 as long as Declarant owns any portion of the Property.

IN WITNESS WHEREOF, the undersigned Declarant and all of the other Owners of the Lots in the Addition have executed this Declaration effective this 15 day of APRIL, 2011.

DECLARANT

Deer Creek Park, L.L.C., an Oklahoma limited liability company

By: Anthony K. Mirzajic
Name: Anthony K. Mirzajic
Title: Manager

TABLE OF EXHIBITS

<u>Exhibit</u>	<u>Subject</u>	<u>No. of Pages</u>
A	Land Submitted To Declaration (Legal Description and Site Plan	2
B	Initial Use Restrictions and Rules	7
C	Bylaws of Deer Creek Park Homeowners' Association, Inc.	19*

* Exclusive of cover page and Table of Contents.

LEGAL DESCRIPTION

A TRACT OF LAND LYING IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP THIRTEEN NORTH (T-13-N), RANGE FOUR WEST (R-4-W) OF OKLAHOMA COUNTY, OKLAHOMA. SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE N.E./4 OF SECTION 4, T-13-N, R-4-W, I.M.; THENCE S00°00'00"W ALONG THE EAST LINE OF THE SAID NE/4 A DISTANCE OF 2494.90 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S00°00'00"W ALONG SAID EAST LINE A DISTANCE OF 270.00 FEET TO THE SE/C OF SAID NE/4; THENCE S89°37'35"W ALONG THE SOUTH LINE OF SAID NE/4 A DISTANCE OF 2647.62 FEET TO THE SW/C OF SAID SE/4; THENCE N00°03'38"E ALONG THE WEST LINE OF SAID SE/4 A DISTANCE OF 925.62 FEET; THENCE N89°42'45"E A DISTANCE OF 1405.38 FEET; THENCE S40°34'39"E A DISTANCE OF 264.01 FEET; THENCE S00°17'15"E A DISTANCE OF 22.00 FEET; THENCE S40°34'39"E A DISTANCE OF 397.50 FEET; THENCE S00°17'15"E A DISTANCE OF 219.79 FEET; THENCE N89°42'45"E A DISTANCE OF 100.00 FEET; THENCE N44°42'45"E A DISTANCE OF 35.36 FEET; THENCE N89°42'45"E A DISTANCE OF 50.00 FEET; THENCE S45°17'15"E A DISTANCE OF 35.36 FEET; THENCE N89°42'45"E A DISTANCE OF 35.36 FEET; THENCE N44°42'45"E A DISTANCE OF 352.00 FEET; THENCE N44°42'45"E A DISTANCE OF 35.36 FEET; THENCE N00°17'15"W A DISTANCE OF 30.00 FEET; THENCE N89°42'45"E A DISTANCE OF 50.00 FEET; THENCE S45°17'15"E A DISTANCE OF 35.36 FEET; THENCE N89°42'45"E A DISTANCE OF 82.87 FEET; THENCE N44°51'22"E A DISTANCE OF 35.44 FEET; THENCE N00°00'00"E A DISTANCE OF 40.00 FEET; THENCE N90°00'00"E A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 39.94 ACRES, MORE OR LESS.

EXHIBIT B

Initial Use Restrictions and Rules

The following restrictions shall apply to the Property until such time as they are amended, modified, repealed or limited by rules of the Association adopted pursuant to **Article III** 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 an office for any real estate broker retained by Declarant to assist in the sale of property described in **Exhibit A**, for any property manager retained by the Association, or business offices for Declarant or the Association) consistent with this Declaration and any Supplemental Declaration. Any real estate broker or property manager may also conduct business activities unrelated to Deer Creek Park from any office permitted on the Property.

2. **Prohibited 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:**

- (1) any Restricted Vehicle in the common areas, streets, alleys, rear or side yards of the Lots, except as otherwise permitted below;
- (2) any Unrestricted Vehicle in the common areas, streets or alleys, except on a temporary basis and then only if such parking can be accomplished without restricting the free flow of emergency vehicle traffic throughout Deer Creek Park (i.e. vehicles may not be parked opposite each other on both sides of a street) As used herein, “**on a temporary basis**” will mean for a period of time not to exceed six hours during any 24-hour period; and
- (3) any Restricted Vehicle in a place other than in the enclosed garage or in an outbuilding, approved by the DRC, situated on a Lot, such that the same is not visible from any street or Lot.

As used in this subsection, the term “**vehicle**” includes, without limitation, any Restricted Vehicle and any Unrestricted Vehicle, as hereinafter defined. “**Restricted Vehicle**” will mean any vehicle owned by or used primarily in the activities of a school, church or other non-profit organization, any mobile home, travel trailer, recreational vehicle, motor home, golf cart, boat or other watercraft, over the road tractor and/or semi-trailer, riding lawn mowing equipment, stored vehicle, inoperable vehicle, or other equipment which is designed or intended to be towed by a motorized vehicle. “**Unrestricted Vehicle**” will mean any car, van, pick-up truck, or sport utility

vehicle owned by an Owner, any tenant of a Lot, or any family member, guest or invitee of an Owner or tenant, which is used primarily for personal, family or household purposes. Prior to parking any commercial vehicle or pickup truck with 4 rear wheels, commonly known as a "dually", the Owner must submit a photograph and the specifications of such vehicle, including the width, length, height, weight and any unusual paint schemes or wraps to the Board for its approval. Notwithstanding the foregoing, 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, provided, however, the parking of such vehicles shall not restrict the free flow of emergency vehicle traffic throughout Deer Creek Park. Further, emergency vehicles shall be exempt from this provision at all times while being used for emergency purposes;

(b) **Animals.** Raising, breeding or keeping of animals, livestock, or poultry of any kind, except that not more than a total of three animals, consisting of not more than two (2) dogs, cats, or other usual and common household pets may be permitted on a Lot; however, those pets which are permitted to roam free, or, in the Board's sole discretion, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Lots shall be removed upon request of the Board. If the pet owner fails to honor such request, the Board may remove the pet or take the appropriate legal action set forth herein to enforce the compliance with these Use Restrictions and Rules. Dogs shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the Lot. Each Owner must obtain the approval of the DRC prior to the construction of a "Dog Run" and the DRC may designate the location of the same on the Lot or prohibit the construction of a dog run altogether. The same shall not be visible from any street or adjacent Lot, provided the size shall be limited to accommodate not more than two (2) dogs. Pets shall be registered, licensed and inoculated as required by law;

(c) **Signs.** The placement of any sign of any kind on any Lot, except one professional sign of not more than one square foot, or one real estate sign of not more than 6 square feet which advertises the home on the Lot for sale or rent. A builder may place one sign of not more than 32 square feet advertising the Lot and home constructed thereon for sale. No sign shall be placed on any lot the content of which is intended to slander, embarrass any Lot Owner, Builder or the Developer. Any such sign may be removed by the Board or the Declarant and the person erecting or placing such sign hereby grants to the Board and the Declarant permission to enter upon the Lot for the purpose of removing such sign;

(d) **Compliance with Governmental Regulations.** 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) **Outdoor Activities.** Pursuit of hobbies or other activities which tend to cause an unclean, unhealthy, unsightly, or untidy condition to exist outside of enclosed structures on the Lot;
- (f) **Nuisance.** Any noxious or offensive activity which emits a foul or obnoxious odors outside the Lot, creates noise or other conditions which tend to disturb the peace, threaten the health or safety or in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, nuisance to persons using the Common Area or to the occupants of other Lots;
- (g) **Noise.** 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;
- (h) **Environmental Hazards.** Dumping of grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, 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;
- (i) **Trash, Tall Weeds, Lawn and Swimming Pool Maintenance.** Accumulation of rubbish, trash, or garbage except between regular garbage collections, and then only in approved containers. Garbage cans or trash containers shall be stored in a location that is not visible from the street. Lawns shall be mowed and maintained in accord with the Community Wide Standard, but in no event shall grass be permitted to exceed eight (8") inches in height. Flower beds shall be maintained and kept free from tall weeds so that the Lots are neat and clean in appearance during all seasons of the year. Private swimming pools shall be maintained in accord with the Community Wide Standard such that the water is clean and clear during all seasons of the year;
- (j) **Drainage.** Reserves for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these utility reserves no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the utility reserves, or which may obstruct or retard the flow of water through drainage channels in the utility reserves. The utility reserve area of each Lot and all improvements permitted therein shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. All small drainage channels, emergency overflows, and other swales which are important to abutting properties, but are not a part of the drainage system maintained by a public authority or utility company, shall be the property owner's responsibility and it shall be the responsibility of the property owner to: (a) keep the easements, channels and swales free of any structure, planting or other material which may change the direction of the 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) to provide continuous maintenance of the improvements in the easements or of the channels or swales, except for the improvements for which a public authority, utility company or property owners maintenance association is responsible.

(k) **Business.** 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 to 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, including the operation of a timeshare or similar program;

(l) **Speed Limit.** Operation of a motorized vehicle on the streets or alleys in excess of twenty-five (25) miles per hour, unless otherwise posted by the City of Oklahoma City;

(m) **Construction Activities.** Construction, erection, or placement of anything, 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 **Article IV** of the Declaration. Unless otherwise permitted by the Design Review Committee, this shall include, without limitation, signs, basketball hoops, swing sets and similar sports and play equipment which exceeds six (6) feet in height; clotheslines; garbage cans; woodpiles; above-ground swimming pools; and hedges, walls, dog runs, animal pens, or fences of any kind. To the extent any prohibition of, or restriction on, any use may conflict with applicable federal, state or local laws, rules or regulations, the DRC or Board may impose additional or alternative requirements (e.g.

limitation on the number of antennas and/or screening requirements) in conjunction with any legally permitted conflicting uses in order to mitigate any adverse effects thereof;

- (n) **Aboveground Pools.** Use, installation, erection, placement or maintenance of an aboveground pool with a capacity of more than 50 gallons, and any aboveground pool not prohibited by this rule must be emptied on a daily basis and stored overnight inside the dwelling located on the Lot; and
- (o) **Lake Surface.** Swimming, boating, tubing, ice skating, walking, playing or otherwise entering upon the liquid or frozen surface of any of the lakes, ponds, streams or drainage ways in the Common Area.
- (p) **Antennas.** All television, ham or other type radio antenna must be placed in the attic of a residence. As to the placing of any satellite antennas or dishes on a residence, so long as they do not exceed twenty (20) inches in diameter, they must be placed within the rear 20 feet of the rear corner on the side of the dwelling or on the rear portion of a residence, and must be located behind any fence line requirement in these restrictions. No such antennas or dishes shall be placed on the front of any residence.
- (q) **Window Type Air Conditioners.** No heating or cooling unit that is separately installed through the wall or window of a residence or garage shall be permitted.
- (r) **Fireplaces and Chimneys.** All wood burning fireplaces with a flue pipe in the chimney larger than six (6") inches extending above the roof line must be brick, brick veneer, rock or stucco from top to bottom. Fireplaces with gas logs and a flue pipe of six (6") inches vented through the roof must be enclosed with wood. Fireplaces burning gas may be direct vented through the wall of the home and must be brick veneered to the bottom of the eave. No fireplace vented on the front of a residence through the wall below the eave shall be allowed.
- (s) **Storm Shelters.** Any storm shelter located on the outside of any residence shall have the following restrictions:
 - (1) A storm shelter shall be enclosed within the fenced portion of the rear yard.
 - (2) If a lot within the addition borders or backs up to a lake or other common area, then any storm shelter or safe room shall be located inside the residence.
 - (3) The storm shelter, including any air vents or turbines, may not extend more than 48 inches above the elevation of the yard immediately surrounding the storm shelter.
 - (4) No storm shelter shall be visible from any street.

3. **Prohibited Conditions.** The following conditions shall be prohibited within the Property:

- (a) The existence of plants, animals, devices or other things of any sort which would in any way be 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.

4. **Leasing of Homes on the Lots.** "Leasing," for purposes of this paragraph, is defined as regular, exclusive occupancy of a dwelling located on a Lot by any person, other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, rent, a fee, service, gratuity, or emolument. Prior to a home being offered "for Lease" the home must be occupied by the Owner for a period of 30 consecutive months. All leases shall be in writing. The Board may require a minimum lease term, which requirements may vary from time to time. 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.

5. **Detached Buildings.** No detached buildings, garages, carports, sheds, storage buildings, or out-buildings shall be erected, placed or maintained within the Addition unless the plans, specifications, design and proposed location of the same have been approved in writing by the DRC.

6. **Recreational Equipment.** Without the prior written approval of the DRC no tree houses, platforms in trees, elevated play houses, play towers, climbing equipment, or similar structures or equipment shall be erected, placed or maintained on any Lot within Deer Creek Park, except as may be installed and maintained by the Association in the Common Area.

7. **Lot Fencing.** No Owner shall be required to install a fence to separate one lot from the other. In order to separate one Lot from another, each Owner may install a six (6) foot wood stockade fence with steel posts, 1"x 4" pickets; masonry; black wrought iron or black square tubular steel fence, none of which may exceed 6 feet in height, (herein a "Lot Fence") from the front of the dwelling to the side lot lines, along both side lot lines and across the rear property line. The size, location, design and materials of all fencing must be approved in writing by the DRC prior to the commencement of construction. The location of the lot fencing on said lots shall be approved by the DRC prior to installation.

- (a). **Lot Fencing on Corner Lots.** The side lot fencing on the street side of corner lots shall be set back a minimum of five (5) feet from the side walk on the Lot.

(b). **Common Area or Perimeter Fence.** The Association shall construct a four (4) foot green, vinyl-coated, chain link fence with matching top rail on Lots 1 through 5 of Block 5 and Lots 1 and 24 through 38 both inclusive of Block 6 a distance of 10 feet from the rear property line as a Common Area Fence or Perimeter Fence as defined in Article II. At the intersection of the side lot fences with the rear Common Area Fence, the Owners of the above described Lots shall taper the 6 foot high by 8 foot long side lot fence panel down on a 4 to 1 slope (i.e. for every four feet of run the fence rises one foot) so that in the eight foot length of the side lot fence panel would rise 2 feet from the intersection of the 4 foot Common Area Fence to meet the 6 foot height of the side lot fence.

8. **Roof Materials, Color and Pitch.** The roof (both the initial roof and any replacement thereof) shall be constructed with a minimum of a thirty (30) year warranty composition shingle or better, and shall be weathered wood in color or other type and color approved by the DRC. No three tab shingles shall be allowed. All roofs must have a minimum pitch or slope of 6 inches of rise for every 12 inches of run. Additionally, all roof vents shall be painted with a color to match the shingles.

9. **Mail Boxes.** The design, location and materials of the mail boxes in the Addition shall be approved by the DRC prior to installation. In the event the mail box is damaged or destroyed, each Owner shall be required to replace the mail box with one approved by the DRC. It is the intent of the Declarant to have one style and color of mail box in the Addition.

10. **Landscaping.** Landscaping of the homes to be built in the Addition shall consist of a combination of trees and shrubs. The landscaping package for the front yards of the homes shall cost a minimum of \$800.00 not including the sod. The entire yard, front, back and side yards shall be completely sodded.

11. **Minimum House Size.** The floor area of heated and cooled living space in each residential structure situated on each Lot (exclusive of open porches and garages) shall not be less than 1300 Square Feet. Each dwelling shall have at least one two-car attached garage.

EXHIBIT C

BYLAWS

OF

DEER CREEK PARK HOMEOWNERS' ASSOCIATION, INC.

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BYLAWS
OF
DEER CREEK PARK HOMEOWNERS' ASSOCIATION, INC.

Article I
NAME, PRINCIPAL OFFICE, AND DEFINITIONS

- 1.1. Name. The name of the Association shall be Deer Creek Park Homeowners' Association, Inc. ("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 that Declaration of Covenants, Conditions, and Restrictions for Deer Creek Park filed in the Official Records ("Declaration"), unless the context indicates otherwise.

Article II
ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES

- 2.1. Membership. The Association shall have three classes of membership, Class "A" Class "B" and Class "C" Members as set forth in the Declaration. 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 the Property or at such other suitable place within Oklahoma County, Oklahoma as may be designated by the Board.
- 2.3. Annual Meetings. The first meeting of the Association, whether a regular or special meeting, shall be held within 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 during the month of May on a date and at a 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 5% of the voting power 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, fiber optics, or other

similar communication devices to each Member entitled to vote at such meeting, not less than 10 nor more than 50 days before the date of such meeting, by or at the direction of the President or the Secretary or the 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 5 nor more than 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 25% 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 of these Bylaws.

2.9. Proxies. Members may vote by proxy, in person, or through their designated alternates.

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 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, Owners, or other group, as the context may indicate, totaling more than 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 10% of the total Class "A" votes 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, fiber optics, cable, computer, 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 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 III
BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS

A. Composition and Selection.

3.1. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors. Each director shall have one equal vote. Except with respect to directors appointed by the Class "B" Member, the directors shall be Members or residents; provided, however, no more than one representative from a Lot may serve on the Board at the same time. All directors shall complete, prior to being elected to the Board, such training and committee or other service requirements as established by the Board.

In the case of a Member which is not a person, any officer, director, partner, or trust officer of such Member shall be presumed to be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member. No Member may have more than one such representative on the Board at a time, except in the case of directors appointed by the Class "B" Member.

3.2. Number of Directors. The Board shall consist of from three (3) to five (5) directors, as provided in Sections 3.3 and 3.5 below. The initial Board shall consist of three (3) directors as identified in the Certificate.

3.3. Directors During Class "B" Control Period. Subject to the provisions of Section 3.5, the directors shall be appointed by the Class "B" Member acting in its sole discretion and shall serve at the pleasure of the Class "B" Member. The Class "B" Control Period shall terminate upon the first to occur of the following:

- (a) when 100% of the Lots have been conveyed to Owners other than the Declarant or Builders;
- (b) December 31, 2026; or
- (c) when, in its discretion, the Class "B" Member so determines.

3.4. Nomination of Directors. Except with respect to directors appointed by the Class "B" Member, nominations for election to the Board may be made from the floor and also by a Nominating Committee. The Nominating Committee shall consist of three (3) or more persons and a Chairperson, who shall be a member of the Board. The remaining members of the Nominating Committee shall be Members, residents of Lots, or any officer, director, partner, or trust officer of a Member which is not a natural person.

The members of the Nominating Committee shall be appointed by the Board not less than 60 days prior to each annual meeting to serve a term of one year and until their successors are appointed, and such appointment shall be announced in the notice of each election. The

Nominating Committee shall nominate candidates for the Board no later than 30 days before the meeting at which the election shall be held.

The Nominating Committee shall make as many nominations on each slate for election to the Board as it shall in its discretion determine, but in no event less than the number of positions to be filled from each slate as provided in **Section 3.5** below. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

3.5. Election and Term of Office. Except as otherwise specifically provided, election of directors shall take place at the Association's annual meeting. Notwithstanding any other provision of these Bylaws:

(a) Within 30 days after the time that Class "A" Members other than Builders own 75% of the Lots in Deer Creek Park, or whenever the Class "B" Member earlier determines, the President shall call for an election by which the Members shall be entitled to elect one of the three directors, who shall be an at-large director. The remaining two directors shall be appointees of the Class "B" Member. The director elected by the Members shall not be subject to removal by the Class "B" Member and shall be elected for a term of two years or until the happening of the event described in subsection (b), whichever is shorter. If such director's term expires prior to the happening of the event described in subsection (b), a successor shall be elected for a like term.

(b) Within 30 days after the time that Class "A" Members other than Builders own 100% of the Lots in Deer Creek Park, or whenever the Class "B" Member earlier determines, the Board shall be increased to five directors. The President shall call for an election by which the Members shall be entitled to elect four of the five directors, who shall serve as at-large directors. The remaining one director shall be appointed by the Class "B" Member. Directors elected by the Members shall not be subject to removal by the Class "B" Member and shall be elected for a term of two years or until the happening of the event described in subsection (c) below, whichever is shorter. If such directors' terms expire prior to the happening of the event described in subsection (c) below, successors shall be elected for a like term.

(c) Within 90 days after termination of the Class "B" Control Period, the President shall call for an election by which the Members shall be entitled to elect four of the five directors, who shall serve as at-large directors. The remaining one director shall be appointed by the Class "B" Member. The directors elected by the Members shall not be subject to removal by the Class "B" Member. Two of the directors elected by the Members shall serve a term of two years and two shall serve a term of one year, as such directors determine among themselves.

Until termination of the Class "B" membership, the Class "B" Member shall be entitled to appoint one director. Upon termination of the Class "B" membership, the director elected by the Class "B" Member shall resign and the remaining directors shall be entitled to appoint a director

to serve until the next annual meeting at which time the Members shall be entitled to elect a director to fill such position. Such director shall be elected for a term of two years.

Upon expiration of the term of office each director elected by the Members, Members entitled to elect such director shall be entitled to elect a successor to serve a term of two years. Directors elected by the Members shall hold office until their respective successors have been elected. Directors may be elected to serve any number of consecutive terms.

3.6. Removal of Directors and Vacancies. Any director elected solely by the Members may be removed, with or without cause, by the vote of Members, but shall not be subject to removal solely by the Class "B" Member. Any director whose removal is sought shall be given notice prior to any meeting called and noticed for that purpose. Upon removal of a director elected by the Members, a successor shall be elected by the Members.

Any director elected by the Members who has three consecutive unexcused absences from Board meetings, or who is more than 30 days delinquent in the payment of any assessment or other charge due the Association, may be removed by a majority of the directors present at a regular or special meeting of the Board at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term.

In the event of the death disability, or resignation of a director elected by the Members, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Members may elect a successor for the remainder of the term. In the event of the death, disability, or resignation of a director appointed or elected by the Declarant or the Class "B" Member, the Declarant or the Class "B" Member, as appropriate, may appoint a successor director to fill the vacancy.

B. Meetings.

3.7. Organizational Meetings. The Board shall hold its first meeting within 10 days after each annual election of directors.

3.8. Regular Meetings. Regular meetings of the Board may be held at such time and place as the Board shall determine, but at least one such meeting shall be held each quarter. Notice of the time and place of the meeting shall be posted in a prominent place within the Property and communicated to directors not less than four days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

3.9. Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President or by any two directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by: (a) personal delivery; (b) first class mail, postage prepaid;

(c) telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director, or (d) facsimile, computer, fiber optics, or any such other communication device. All such notices shall be given at the director's telephone, fax, or e-mail number or sent to the director's address as shown on the records of the Association. Notices of special meetings of the Board shall be posted in a prominent place within the Property. Notices sent by first class mail shall be deposited into a United States mailbox at least seven business days before the time set for the meeting. Notices given by personal delivery, telephone, facsimile, or other device shall be delivered, telephoned, or transmitted at least 72 hours before the time set for the meeting.

3.10. Waiver of Notice. The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.11. Quorum of Board of Directors. At all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board, unless otherwise specifically provided in these Bylaws or the Declaration. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors present at such meeting may adjourn the meeting to a time not less than five nor more than 30 days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.12. Compensation. No director shall receive any compensation from the Association for acting as such; provided, however, any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors. Nothing herein shall prohibit the Association from compensating a director, or any entity with which a director is affiliated, for services or supplies furnished to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director's interest was made known to the Board prior to entering into such contract and such contract was approved by a majority of the Board, excluding the interested director.

3.13. Conduct of Meetings. The President shall preside over all meetings of the Board, and the Secretary shall keep a minute book of meetings of the Board, recording all resolutions adopted by the Board and all transactions and proceedings occurring at such meetings.

3.14. Open Meetings. Subject to the provisions of **Sections 3.15** and **3.16** of these Bylaws, all meetings of the Board shall be open to all Members and the Board is authorized, but not obligated, to employ various methods for holding its meetings which are designed to permit the broadest possible relevant participation or observation of its decision-making process. A Member other than a director may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any Member may speak.

Notwithstanding the above, the President may adjourn any meeting of the Board and reconvene in executive session, excluding Members, to discuss:

- (a) employment or personnel matters for employees of the Association;
- (b) legal advice from an attorney retained for the Board or the Association;
- (c) pending or contemplated litigation; or
- (d) pending or contemplated matters relating to enforcement of the Governing Documents.

3.15. Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote. Written consent or consents shall be filed with the minutes of the proceedings of the Board.

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

C. Powers and Duties.

3.17. Powers. The Board shall have all of the powers and duties necessary and appropriate for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Declaration, these Bylaws, the Certificate, and as provided by law. The Board may do or cause to be done all acts and things as are not by the Declaration, Certificate, these Bylaws, or Oklahoma law directed to be done and exercised exclusively by the Members or the membership generally.

3.18. Duties. The duties of the Board shall include, without limitation:

- (a) preparation and adoption of annual budgets and establishing each Owner's share of the Common Expenses;

- (b) levying and collecting assessments from the Owners to fund the Common Expenses;
- (c) providing for the operation, care, upkeep, and maintenance of the Area of Common Responsibility;
- (d) designating, hiring, and dismissing the personnel necessary to carry out the rights and responsibilities of the Association and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
- (e) depositing all funds received on behalf of the Association in a bank depository which the Board shall approve and using such funds to operate the Association; provided, any reserve fund may be deposited, in the directors' best business judgment, in depositories other than banks;
- (f) making and amending rules and regulations, including Use Restrictions, and establishing penalties and fines for infractions thereof;
- (g) opening of bank accounts on behalf of the Association and designating the signatories required;
- (h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the Declaration and these Bylaws;
- (i) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules adopted by the Board and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;
- (j) obtaining and carrying property, liability, and commercial crime insurance, as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;
- (k) paying all taxes and/or assessments which are or could become a lien on the Common Area or a portion thereof;
- (l) paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;
- (m) keeping books with detailed accounts of the receipts and expenditures of the Association;
- (n) making available to any prospective purchaser of a Lot, any Owner, and the holders, insurers, and guarantors of any Mortgage on any Lot, current copies of the Declaration, the Certificate, the Bylaws, rules and all other books, records, and financial statements of the Association,
- (o) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Property;

(p) indemnifying a director, officer, or committee member, or former director, officer, or committee member of the Association to the extent such indemnity is permitted or required by Oklahoma law, the Certificate, and these Bylaws; and

(q) assisting in the resolution of disputes between Owners and others without litigation, as set forth in the Declaration.

3.19. Right of Class "B" Member to Disapprove Actions. So long as the Class "B" membership exists, the Class "B" Member shall have a right to disapprove any action, policy, or program of the Association, the Board, and any committee which, in the judgment of the Class "B" Member, would tend to impair rights of the Declarant or its designees under the Declaration or these Bylaws, or interfere with development, construction, or marketing of any portion of the Property, or diminish the level of services being provided by the Association. This right to disapprove is in addition to, and not in lieu of, any right to approve or disapprove specific actions of the Association, the Board, or any committee as may be granted to the Class "B" Member or the Declarant in the Declaration or these Bylaws.

(a) The Class "B" Member shall be given written notice of all meetings of the Association, the Board, or any committee thereof and of all proposed actions of the Association, the Board or any committee thereof to be approved at such meetings or by written consent in lieu of a meeting. Such notice shall be given by certified mail, return receipt requested, or by personal delivery at the address registered with the Secretary of the Association, as it may change from time to time, or, if no such address is registered, at the address of the Lot, which notice complies with the requirements for Board meetings set forth in these Bylaws and which notice shall, except in the case of the regular meetings held pursuant to the Bylaws, set forth in reasonable particularity the agenda to be followed at said meeting.

(b) The Class "B" Member shall be given the opportunity at each such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program which would be subject to the right of disapproval set forth herein. The Declarant, its representatives, or agents may make its concerns, thoughts, and suggestions known to the Board and/or the members of the subject committee.

(c) No action, policy, or program subject to the right of disapproval set forth herein shall become effective or be implemented until and unless the requirements of subsections (a) and (b) above have been met and the time period set forth in subsection (d) below has expired.

(d) The Class "B" Member, acting through any officer or director, agent, or authorized representative, may exercise its right to disapprove at any time within 10 days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting, at any time within 10 days following receipt of written notice of the proposed action. This right to disapprove may be used to block proposed actions, but shall not extend to the requiring of any action or counteraction on behalf of any committee, the Board, or

the Association unless such action or counteraction countermands an action, policy, or program that was not properly noticed and implemented in accordance with these Bylaws. The Class "B" Member shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

3.20. Management. 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, however, that such management agent may not be terminated by the Board unless termination is approved by at least a majority of the total Association vote. The Declarant, or an affiliate of the Declarant, may be employed 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.

3.21. Accounts and Reports. The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise:

- (a) accrual accounting, as defined by generally accepted accounting principles, shall be employed; provided however, that any "shortage" shall be calculated on a cash basis of accounting as provided in the Declaration;
- (b) accounting and controls should conform to generally accepted accounting principles,
- (c) cash accounts of the Association shall not be commingled with any other accounts;
- (d) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; anything of value received shall benefit the Association;
- (e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board; and
- (f) the following financial and related information shall be regularly prepared by the Board and copies made available to all Members of the Association at the expense of the Association:
 - (i) The Board shall cause a reserve budget and a Common Expense budget (collectively referred to as the "**Budget**") for the Association to be prepared for each fiscal year of the Association. The Board shall post written notice in a prominent place within the Property that the Budget is available at the business office of the Association or at one other suitable location within the Property. If any Member requests a copy of the Budget, the Association shall provide one copy to the Member without charge by first-class United States mail and deliver such copy within 7 days of such request.

(ii) The Board shall cause an annual report (“**Financial Statement**”) to be prepared in accordance with generally accepted accounting principles within 120 days after close of the Association’s fiscal year. The Board shall post written notice in a prominent place within the Property that the Financial Statement is available at the business office of the Association or at one other suitable location within the Property. If any Member requests a copy of the Financial Statement, the Association shall provide one copy to the Member without charge by first-class United States mail and deliver such copy within 7 days of such request. The Financial Statement shall consist of:

- (A) a balance sheet as of the end of the fiscal year;
- (B) an income and expense statement for the fiscal year (this statement shall include a schedule of assessments received and receivables identified by the numbers of the Lots and the names of the Owners assessed); and
- (C) a statement of changes in financial position for the fiscal year.

Such Financial Statement shall be prepared on an audited, reviewed, or compiled basis, as the Board determines, by an independent public accountant.

(iii) The Board shall do the following at least quarterly:

- (A) cause a current reconciliation of the Association’s operating accounts to be made and review the same;
- (B) cause a current reconciliation of the Association’s reserve accounts to be made and review the same;
- (C) review the current year’s actual reserve revenues and expenses compared to the current year’s Budget;
- (D) review the most current account statements prepared by the financial institution where the Association has its operating and reserve accounts;
- (E) review an income and expense statement for the Association’s operating and reserve accounts; and
- (F) review the delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments which remain delinquent.

3.22. Borrowing. Association, acting through its Board, shall have the power to borrow money for any legal purpose; provided, the Board shall obtain the approval by vote or written consent of Members representing at least a majority of the total Association vote if the proposed borrowing is for the purpose of making discretionary capital improvements or purchasing additional capital

assets and the total amount of such borrowing, together with all other debt incurred within the previous 12-month period, exceeds or would exceed 10% of the budgeted gross expenses of the Association for that fiscal year. During the Class "B" Control Period, no Mortgage lien shall be placed on any portion of the Common Area without the affirmative vote or written consent of at least a majority of the Members.

3.23. Rights of the Association. The Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, and other owners or residents associations, both within and outside the Property.

3.24. Enforcement.

(a) Notice. Prior to imposition of any sanction as provided in the Declaration, the Board or, if so directed by the Board, the covenants committee, if established, or the management agent shall serve the alleged violator with written notice including (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a statement that the alleged violator may present a written request for a hearing to the Board or the covenants committee, if any, within 15 days of delivery of the notice; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a request for a hearing is received by the Board or the covenants committee, if any, within such time period. Proof of proper notice shall be placed in the Board's record book. Proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator requests a hearing.

If a timely request for a hearing is not received by the Board or the covenants committee, if any, the sanction stated in the notice shall be imposed; provided, the Board or the covenants committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured or if a cure is diligently commenced within the 15 day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

(b) Hearing. If a hearing is requested within the allotted 15-day period, the hearing shall be held before the covenants committee, if any, or if none, before the Board in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(c) Appeal. If a hearing is held before a covenants committee, the violator shall have the right to perfect an appeal the decision to the Board. A written notice of appeal must be received

by the management agent, President, or Secretary of the Association within 15 days after the hearing date.

Article IV **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 (other than for the withdrawal of reserve funds) 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 3.12** hereof.

Article V **COMMITTEES**

5.1. General. The Board may establish such committees 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.

5.2. Covenants Committee. In addition to any other committees which the Board may establish pursuant to **Section 5.1**, the Board may appoint a covenants committee consisting of at least three and no more than seven members. Acting in accordance with the provisions of the Declaration, these Bylaws, and resolutions the Board may adopt, the covenants committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to **Section 3.24** of these Bylaws. The Board may also appoint a subcommittee consisting of at least three and no more than seven members to function as the jury or trier of facts for all hearings held pursuant to **Section 3.24**.

5.3. Landscape Committee. In addition to any other committees appointed as provided above, the Board may appoint a landscape committee to advise the Board with respect to the determination and implementation of standards for landscaping, exterior decoration, beautification, and trash collection and removal in the Areas of Common Responsibility, and to take such actions with respect to the foregoing as the Board may direct.

5.4. Membership/Social Committee. In addition to any other committees appointed as provided above, the Board may appoint a membership/social committee to advise the Board with respect to the membership and social activities of the Association, including, without limitation, maintenance and distribution of a current roster of Members and any newsletter of the Association, the welcoming of new Members, holiday and other social events, dues or charges to fund social activities, and to take such actions with respect to the foregoing as the Board may direct.

Article VI **MISCELLANEOUS**

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

6.2. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Oklahoma law, the Certificate, the Declaration, or these Bylaws.

6.3. Conflicts. If there are conflicts between the provisions of Oklahoma law, the Certificate, the Declaration, and these Bylaws, the provisions of Oklahoma law, the Declaration, the Certificate, and the Bylaws (in that order) shall prevail, and to that end, the provisions of the Declaration are incorporated herein by reference.

6.4. 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 Certificate, 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 Property 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.

6.5. 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) 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.

6.6. 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, defend 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. Until termination of the Class "B" membership, Declarant may unilaterally amend these Bylaws for any purpose. Thereafter, so long as Declarant owns any Lot, the 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 Bylaws. However, any such amendment shall not adversely affect the title to any Lot unless the affected Owner(s) shall consent thereto in writing. In addition, so long as the Declarant owns any portion of the Property, it may unilaterally amend these Bylaws for any other purpose provided that the amendment has no material adverse effect on any right of any Owner. 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 the consent of the Declarant, so long as the Declarant owns any portion of the Property.

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 an Owner consents to any amendment to the Declaration or these Bylaws, it will be conclusively presumed that such Owner has the authority to do so, and no contrary provision in any Mortgage or contract between the Owner 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 Property.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting President of the Association;

That the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board thereof held on the ____ day of _____, 20__.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this ____ day of _____, 20__.

By: _____
Name: _____
Title: President of Deer Creek Park Homeowners' Association, Inc.

Attest: _____
Name: _____
Title: Secretary of Deer Creek Park Homeowners' Association, Inc.

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