

EXHIBIT "D"

BYLAWS OF THE PRESERVE AT PARKSIDE PROPERTY OWNERS ASSOCIATION, INC.

-TABLE OF CONTENTS-

ARTICLE

1. NAME, PRINCIPAL OFFICE, AND DEFINITIONS

- 1.1 Name
- 1.2 Principal Office
- 1.3 Definitions

2. ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES

- 2.1 Membership
- 2.2 Place of Meetings
- 2.3 Annual Meetings
- 2.4 Special Meetings
- 2.5 Notice of Meetings
- 2.6 Waiver of Notice
- 2.7 Adjournment of Meetings
- 2.8 Voting
- 2.9 Proxies
- 2.10 Majority
- 2.11 Quorum
- 2.12 Conduct of Meetings
- 2.13 Action Without a Meeting

3. BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS

- A. Composition and Selection
 - 3.1 Governing Body; Composition
 - 3.2 Number of Directors
 - 3.3 Directors During Class 'B' Control Period
 - 3.4 Nomination and Election Procedures
 - 3.5 Election and Term of Office
 - 3.6 Removal of Directors and Vacancies
- B. Meetings
 - 3.7 Organizational Meetings
 - 3.8 Regular Meetings
 - 3.9 Special Meetings
 - 3.10 Waiver of Notice
 - 3.11 Telephonic Participation in Meetings
 - 3.12 Quorum of Board
 - 3.13 Compensation

- 3.14 Conduct of Meetings
- 3.15 Notice to Owners; Open Meetings
- 3.16 Action Without a Formal Meeting
- C. Powers and Duties
- 3.17 Powers
- 3.18 Duties
- 3.19 Right of Class 'B' Member to Disapprove Actions
- 3.20 Management
- 3.21 Accounts and Reports
- 3.22 Borrowing
- 3.23 Right to Contract
- 3.24 Enforcement

4. OFFICERS

- 4.1 Officers
- 4.2 Election and Term of Office
- 4.3 Removal and Vacancies
- 4.4 Powers and Duties
- 4.5 Resignation
- 4.6 Agreements, Contracts, Deeds, Leases, Checks, Etc.
- 4.7 Compensation

5. COMMITTEES

- 5.1 General
- 5.2 Covenants Committee

6. MISCELLANEOUS

- 6.1 Fiscal Year
- 6.2 Parliamentary Rules
- 6.3 Conflicts
- 6.4 Books and Records
- 6.5 Notices
- 6.6 Amendment

BYLAWS OF THE PRESERVE AT PARKSIDE ASSOCIATION, INC.

Article 1 Name, Principal Office, and Definitions

1.1 Name. The name of the corporation is The Preserve at Parkside Property Owners Association, Inc. (the "Association").

1.2 Principal Office. The principal office of the Association shall be located at 2740 Washington Drive, Norman, Oklahoma 73069, at The Preserve at Parkside in Oklahoma City, Oklahoma. The Association may have such other offices, either within or outside the State of Oklahoma, as the Board of Directors 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 certain Recorded Declaration of Covenants, Conditions, and Restrictions for The Preserve at Parkside as it may be amended (the "Declaration"), unless the context indicates otherwise.

Article 2 Association Membership, Meetings, Quorum, Voting, Proxies

2.1 Membership. The Association shall have two classes of membership, Class "A" and Class "B," as more fully set forth in the Declaration and incorporated herein by this reference.

2.2 Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as the Board may designate.

2.3 Annual Meetings. The first meeting of the Association, whether a regular or special meeting, shall be held at such time as in the sole discretion of the Declarant that sufficient Lots are owner-occupied as to warrant an Association meeting. Meetings shall be of Members and, if required by law, shall be open to all Members. Subsequent regular annual meetings shall be set by the Board to occur during the third quarter of the Association's fiscal year on a date and at a time set by the Board.

2.4 Special Meetings. Subject to the Declarant's discretion, the President may call special meetings. In addition, it shall be the duty of the President, subject to Declarant approval, to call a special meeting if so directed by resolution of the Board, upon a petition signed by Members representing at least 25% of the total Class "A" votes of the Association.

2.5 Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of Members shall be posted at each entrance to The Preserve at Parkside or delivered, either personally or by mail, to each Member entitled to vote at such meeting, and, if required by law, to all Members not less than 10 nor more than 60 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 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 three days after deposit in the United States mail addressed to the Member at such Member's address as it appears on the records of the Association, with postage prepaid. If posted, the notice of a meeting shall be deemed delivered three days after such notice is posted at each entrance to The Preserve at Parkside.

2.6 Waiver of Notice. Waiver of notice of a meeting of Members shall be deemed the equivalent of proper notice. Any Member may waive, in writing, notice of any meeting of Members, either before or after such meeting. Attendance at a meeting by a Member shall be deemed a 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 shall be deemed a waiver of notice of all business transacted at such meeting, 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 Members who are present at such meeting may adjourn the meeting to a time not less than five nor more than 30 days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. 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.

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 Members 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.

2.8 Voting. The voting rights of the Members shall be as set forth in the Declaration and in these Bylaws, and such voting rights provisions in the Declaration are specifically incorporated herein by this reference.

2.9 Proxies. On any matter as to which a Member is entitled personally to cast the vote for a Lot, such vote may be cast in person, by written ballot, or by proxy, subject to the limitations of Oklahoma law relating to use of general proxies and subject to any specific provision to the contrary in the Declaration or these Bylaws.

Every proxy shall be in writing specifying the Lot for which it is given, signed by the Member or such Member's duly authorized attorney-in-fact, dated, and filed with the Secretary

of the Association prior to the meeting for which it is to be effective. If such proxies have not been properly completed or returned in a timely fashion to the Secretary and a Member or such Member's duly authorized attorney-in-fact does not personally appear at a meeting, the vote of the Member shall be deemed to have been given to the Declarant for quorum and voting purposes. Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast. 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; however, such conflicting proxies shall be counted for purposes of determining the presence of a quorum.

Every proxy shall be revocable and shall automatically cease upon: (a) conveyance of any Lot for which it was given; (b) receipt by the Secretary of written notice of revocation of the proxy or of the death or judicially declared incompetence of a Member who is a natural person; or (c) on the date specified in the proxy.

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 thereof.

2.11 Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence of Members representing a majority of the total Class "A" votes in the Association shall constitute a quorum at all meetings of the Association. Any Member or their duly authorized attorney-in-fact not personally present at a meeting and who has not properly completed or returned their proxy in a timely fashion to the Secretary shall be deemed to have given to the Declarant the vote of such Member for quorum and voting purposes.

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 and all other transactions occurring at such meetings.

2.13 Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of 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 holding at least the minimum number of votes necessary to authorize such action at a meeting if all Members entitled to vote thereon were present. Such consents shall be signed within 60 days after receipt of the earliest dated consent, dated and delivered to the Association. Such consents shall be filed with the minutes of the Association and shall have the same force and effect as a vote of Members at a meeting. Within 10 days after receiving authorization for any action by written consent, the Secretary shall give notice to all Members entitled to vote who did not give their consent, fairly summarizing the material features of the authorized action.

Article 3 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 of whom shall have one vote. Except with respect to directors appointed by the Class "B" Member, the directors shall be Members or residents; provided, however, no Owner and resident representing the same Lot may serve on the Board at the same time. A "resident" shall be any natural person 18 years of age or older whose principal residence is a Lot within The Preserve at Parkside. In the case of a Member which is not a natural person, any officer, director, partner or trust officer of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member; provided, 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 no less than three or more than nine directors, as provided in Articles 3.3 and 3.5 below. The initial Board shall consist of three directors as identified in the Articles of Incorporation.

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

- (a) when the Class B Control Period should cease; or
- (c) when, in its discretion, the Class "B" Member so determines.

3.4 Nomination and Election Procedures.

(1) **Nominations and Declarations of Candidacy.** Prior to each election of directors, the Board shall prescribe the opening date and the closing date of a reasonable filing period in which each and every eligible person who has a bona-fide interest in serving as a director may file as a candidate for any position to be filled by Class "A" votes. The Board shall also establish such other rules and regulations as it deems appropriate to conduct the nomination of directors in a fair, efficient, and cost-effective manner.

Except with respect to directors selected by the Class "B" Member, nominations for election to the Board may also be made by a Nominating Committee. The Nominating Committee, if any, shall consist of a Chairman, who shall be a member of the Board, and three or more Members or representatives of Members. The members of the Nominating Committee shall be appointed by the Board not less than 30 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 may make as many nominations for election to the Board as it shall, in its discretion, determine. The Nominating Committee shall nominate separate slates for the directors, if any, to be elected at large by all Class "A" votes. In making its nominations, the Nominating Committee shall use reasonable efforts to nominate candidates representing the diversity which exists within the pool of potential candidates.

Each candidate shall be given a reasonable, uniform opportunity to communicate qualifications to the Members and to solicit votes.

(2) **Election Procedures.** Each Member may cast all votes assigned to the Lots which such Member represents for each position to be filled from the slate of candidates on which such Member is entitled to vote. There shall be no cumulative voting. That number of candidates equal to the number of positions to be filled receiving the greatest number of votes shall be elected. Directors may be elected to serve any number of consecutive terms.

3.5 Election and Term of Office. Notwithstanding any other provision of these Bylaws:

(1) During the Class "B" Control Period, the Declarant shall have the right in its sole discretion to appoint each member of the Board. The Declarant may, but shall not be required to, appoint a resident Owner to the Board during the Class "B" Control Period. The fact that the Declarant has in the past appointed a resident Owner to the Board shall not require the Declarant to continue with such appointments.

(2) After termination of the Class "B" Control Period, the Class "B" Member shall be entitled to appoint one director, unless the Declarant waives such right in a Recorded instrument. Such director shall be elected for a term of two years and shall not be subject to removal by the Members. Upon the sole discretion of the Class B Member, the Class B Member appointee may resign, their position to be filled by the Members at the next election of directors. Within 90 days after termination of the Class "B" Control Period, the Board shall be increased to nine directors and an election shall be held. Eight directors shall be elected by Members. Four directors shall serve a term of two years, and four directors shall serve a term of one year, as such directors determine among themselves. The directors elected by Members shall not be subject to removal by the Class "B" Member.

Upon the expiration of the term of office of each director elected by Members, Members entitled to elect such director shall be entitled to elect a successor to serve a term of two years. The directors elected by Members shall hold office until their respective successors have been elected.

3.6 Removal of Directors and Vacancies. Any director elected by Members may be removed, with or without cause, by the vote of Members holding a majority of the votes entitled to be cast for the election of such director. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall be elected by Members entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director.

Any director elected by Members who has three consecutive unexcused absences from Board meetings, or who is more than 30 days delinquent (or is the representative of a Member who is so 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 at which a quorum is present, and the Board may appoint a successor to fill the vacancy for the remainder of

the term.

In the event of the death, disability, or resignation of a director, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time Members entitled to fill such directorship may elect a successor for the remainder of the term.

This Article shall not apply to directors appointed by the Class "B" Member. The Class "B" Member shall be entitled to appoint a successor to fill any vacancy on the Board resulting from the death, disability, or resignation of a director appointed by or elected as a representative of the Class "B" Member.

B. MEETINGS.

3.7 Organizational Meetings. The first meeting of the Board following each annual meeting of the membership shall be held within 10 days thereafter at such time and place the Board shall fix.

3.8 Regular Meetings. Regular meetings of the Board may be held at such time and place a majority of the directors shall determine, but at least four such meetings shall be held during each fiscal year with at least one per quarter. Notice of the time and place of a regular meeting shall be 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 Vice 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 such other communication device. All such notices shall be given at the director's telephone number, fax number, electronic mail number, or sent to the director's address as shown on the records of the Association. 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, or other device shall be delivered 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 Telephonic Participation in Meetings. Members of the Board or any

committee designated by the Board may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this subArticle shall constitute presence in person at such meeting.

3.12 Quorum of Board. 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.

3.13 Compensation. Directors shall not receive any compensation from the Association for acting as such unless approved by Members representing a majority of the total Class "A" votes in the Association at a regular or special meeting of the Association. 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.

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

3.15 Notice to Owners; Open Meetings. Except in an emergency, notice of the time and place of Board meetings shall be posted at least 48 hours in advance of the meeting at a conspicuous place within The Preserve at Parkside which the Board establishes for the posting of notices relating to the Association. Notice of any meeting at which assessments are to be established shall state that fact and the nature of the assessment. Subject to the provisions of Article 3.16, all meetings of the Board shall be open to all Members and, if required by law, all Owners, but attendees other than directors may not participate in any discussion or deliberation unless permission to speak is authorized by a vote of the majority of a quorum of the Board. In such case, the President may limit the time any such individual may speak. Notwithstanding the above, the President may adjourn any meeting of the Board and reconvene in executive session, and may exclude persons other than directors, to discuss any or all of the following:

- (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.

3.16 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, is signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

C. POWERS AND DUTIES.

3.17 Powers. The Board of Directors shall have all of the powers and duties necessary 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 Articles, and as provided by law. The Board may do or cause to be done all acts and things which the Declaration, Articles, these Bylaws, or Oklahoma law do not direct to be done and exercised exclusively by Members or the membership generally.

3.18 Duties. Subsequent to the Class "B" Control Period, the duties of the Board shall include, without limitation:

- (1) preparing and adopting, in accordance with the Declaration, an annual budget and establishing each Owner's share of the Common Expenses;
- (2) providing for the operation, care, upkeep, and maintenance of the Common Area;
- (3) 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;
- (4) depositing all funds received on behalf of the Association in a bank depository which it shall approve, and using such funds to operate the Association; provided, any reserve funds may be deposited, in the Board's best business judgment, in depositories other than banks;
- (5) making and amending use restrictions and rules in accordance with the Declaration;
- (6) opening of bank accounts on behalf of the Association and designating the signatories required;
- (7) 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;
- (8) enforcing the provisions of the Declaration, these Bylaws, and the rules adopted pursuant thereto and bringing any legal proceedings which may be instituted on behalf of or against the Owners concerning the Association; provided, the Association shall not be obligated to take action to enforce any covenant, restriction or rule which the Board in the exercise of its business judgment determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action;
- (9) obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;
- (10) paying the cost of all services rendered to the Association;
- (11) keeping books with detailed accounts of the receipts and expenditures of the Association;
- (12) permitting utility suppliers to use portions of the Common Area reasonably necessary to

the ongoing development or operation of the Properties;

(13) indemnifying a director, officer or committee member, or former director, officer, or committee member of the Association to the extent such indemnity is authorized by Oklahoma law, the Articles of Incorporation, or the Declaration;

(14) 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 sole judgment of the Class "B" Member, would tend to impair rights of Declarant or Builders under the Governing Documents, or interfere with development or construction of any portion of The Preserve at Parkside, or diminish the level of services being provided by the Association.

(1) **Notice.** The Class "B" Member shall be given written notice of all meetings and proposed actions approved at meetings (or by written consent in lieu of a meeting) of the Association, the Board, or any committee. Such notice shall be given by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, which notice complies as to the Board meetings with Articles 3.8, 3.9, 3.10, and 3.11 and which notice shall, except in the case of the regular meetings held pursuant to the Bylaws, set forth with reasonable particularity the agenda to be followed at such meeting.

(2) **Opportunity To Be Heard.** The Class "B" Member shall be given the opportunity at any 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.

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 subArticles (1) and (2) above have been met.

The Class "B" Member, through its representatives or agents, shall make its concerns, thoughts, and suggestions known to the Board and/or the members of the subject committee. 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 include a right to require any action or counteraction on behalf of any committee, the Board, or the Association. 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. The Board may employ for the Association a professional manager agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The manager may be a corporation or an individual. The

Board may delegate such powers as are necessary to perform the manager's assigned duties but shall not delegate policymaking authority or those non-delegable duties set forth in Articles 3.18(1), 3.18(2), 3.18(5)-(6), 3.18(8) and 3.18(13)-(14). Declarant or an affiliate of 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 manager, if any, which might arise between meetings of the Board.

The Association shall not be bound, either directly or indirectly, by any management contract executed during the Class "B" Control Period unless such contract contains a right of termination exercisable by the Association, with or without cause and without penalty, at any time after termination of the Class "B" Control Period upon not more than 90 days' written notice.

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

(1) cash accounting, as defined by generally accepted accounting principles, shall be employed;

(2) accounting and controls should conform to generally accepted accounting principles;

(3) cash accounts of the Association shall not be commingled with any other accounts;

(4) no remuneration shall be accepted by the manager 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; any thing of value received shall benefit the Association;

(5) any financial or other interest which the manager may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board;

(6) commencing at the end of the quarter in which the first Lot is sold and closed, financial reports shall be prepared for the Association at least quarterly containing:

(i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;

(ii) a statement reflecting all cash receipts and disbursements for the preceding period;

(iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iv) a balance sheet as of the last day of the preceding period; and

(v) a 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 (any assessment or installment thereof shall be considered to be delinquent on the 15th day following the due date unless otherwise specified by Board resolution); and

(7) an annual report consisting of at least the following shall be made available to all Members within 120 days after the close of the fiscal year: (i) a balance sheet; (ii) an operating (income) statement; and (iii) a statement of changes in financial position for the fiscal year. Such annual report shall be prepared on an audited, reviewed, or compiled basis, as the Board determines, by an independent public accountant; provided, upon written request of any holder, guarantor, or insurer of any first Mortgage on a Lot, the Association shall provide an audited financial

statement. During the Class "B" Control Period, the annual report shall include certified financial statements.

3.22 Borrowing. The Association shall have the power to borrow money for any legal purpose; provided, the Board shall obtain Member approval in the same manner provided in Section 8.3 of the Declaration for Special Assessments if the proposed borrowing is for the purpose of making discretionary capital improvements 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, or any combination thereof, of Members representing at least 51% of the total Class "A" votes in the Association.

3.23 Right To Contract. 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, within and outside the Properties. Any common management agreement shall require the consent of an absolute majority of the Board.

3.24 Enforcement. The Association shall have the power, as provided in the Declaration, to impose sanctions for any violation of any duty imposed under The Preserve at Parkside Governing Documents. In the event that any occupant, tenant, employee, guest, or invitee of a Lot violates the Declaration, Bylaws, or a rule and a fine is imposed, the fine shall first be assessed against the occupant; Provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Association.

The Association shall not be obligated to take any enforcement action if the Board reasonably determines that the Association's position is not strong enough to justify taking such action. Such a decision shall not be construed a waiver of the right of the Association to enforce such provision at a later time under other circumstances or estop the Association from enforcing any other covenant, restriction, or rule.

The Association, by contract or other agreement, may, but shall not be obligated to, enforce applicable city and county ordinances, if applicable, and may, but shall not be obligated to, permit Cleveland County or the City of Oklahoma City to enforce ordinances within the Properties for the benefit of the Association and its Members.

In conducting the business of the Association, the Board, at all times, shall act within the scope of The Preserve at Parkside Governing Documents and in good faith to further the legitimate interests of the Association and its Members. In fulfilling its governance responsibilities, the Board shall limit its actions to those reasonably related to the Association's purposes; those reasonably related to or within the Association's powers, as provided by The Preserve at Parkside Governing Documents and as provided by the laws of the State of Oklahoma; and those that are reasonable in scope. The Board shall exercise its power in a fair and nondiscriminatory manner and shall adhere to the procedures established in The Preserve at

(1) Notice. Prior to imposition of any sanction hereunder or under the Declaration, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation; (ii) the proposed sanction to be imposed; (iii) a period of not less than 10 days within which the alleged violator may present a written request for a hearing to the Board or the Covenants Committee, if one has been appointed pursuant to Article 5; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within 10 days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed; provided that the Board or Covenants Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the 10-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.

(2) Hearing. If a hearing is requested within the allotted 10-day period, the hearing shall be held before the Covenants Committee, or if none has been appointed, then before the Board in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such 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 Person, who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(3) Appeal. Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board. To exercise this right, a written notice of appeal must be received by the manager, President, or Secretary of the Association within 10 days after the hearing date.

(4) Additional Enforcement Rights. Notwithstanding anything to the contrary in this Article, the Board may elect to enforce any provision of the Declaration, these Bylaws, or the rules of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules) or, following compliance with the dispute resolution procedures set forth in Section 12 of the Declaration, if applicable, by suit at law or in equity to enjoin any violation or to recover monetary damages or both, without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred. Any entry onto a Lot for purposes of exercising this power of self-help shall not be deemed a trespass.

Article 4 Officers

4.1 Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. The President and Secretary 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 such authority and perform such duties as the Board prescribes. 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 Board shall elect the officers of the Association at the first meeting of the Board following each annual meeting of Members, to serve until their successors are elected.

4.3 Removal and Vacancies. The Board may remove any officer whenever in the Board's judgment the best interests of the Association will be served, and may fill any vacancy in any office arising because of death, resignation, removal, or otherwise, for the unexpired portion of the term.

4.4 Powers and Duties. The officers of the Association each shall 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 of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, manager, or both.

4.5 Resignation. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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

4.7 Compensation. Compensation of officers shall be subject to the same limitations as compensation of directors under Article 3.13.

Article 5 Committees

5.1 General. The Board may appoint such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution.

5.2 Covenants Committee. In addition to any other committees which the Board may establish pursuant to Article 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 Article 3.24 of these Bylaws.

Article 6 Miscellaneous

6.1 Fiscal Year. The fiscal year of the Association shall be a calendar year, unless the Board establishes a different fiscal year by 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 Articles of Incorporation, the Declaration, or these Bylaws.

6.3 Conflicts. If there are conflicts among the provisions of Oklahoma law, the Articles of Incorporation, the Declaration, and these Bylaws, the provisions of Oklahoma law (unless displaceable by the Governing Documents), the Declaration, the Articles of Incorporation, and the Bylaws (in that order) shall prevail.

6.4 Books and Records.

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

(2) Rules for Inspection. The Board shall establish 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 documents requested.

(3) 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.

(4) Exceptions to Inspection Requirement. Notwithstanding any provision to the contrary, the Board shall not be required to make available for inspection any portion of any book or record which relates to any of the following:

- (i) personnel matters or a person's medical records;
- (ii) communication between an attorney for the Association and the Association;
- (iii) pending or contemplated litigation;
- (iv) pending or contemplated matters relating to enforcement of the Governing Documents; or
- (v) meeting minutes or other records of a session of a Board or Association meeting that is not required by law to be open to all Members.

In addition, the Board shall not be required to disclose or make available for inspection any financial or other records of the Association if disclosure would violate local, state, or federal law.

6.5 Notices. Except as otherwise provided in the Declaration or these Bylaws, all notices, demands, bills, statements, or other communications under the Declaration or these Bylaws shall be in writing and shall be deemed to have been duly given if posted at each entrance to The Preserve at Parkside, delivered personally, or if sent by United States mail, first class postage prepaid:

(1) if to a Member or Member, at the address which the Member or 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 Member;

(2) if to the Association, the Board, or the manager, at the principal office of the Association or the managing agent or at such other address as shall be designated by notice in writing to the Members pursuant to this Article; or

(3) if to any committee, at the principal address of the Association or at such other address as shall be designated by notice in writing to the Members pursuant to this Article.

6.6 Amendment.

(1) **By Class "B" Member.** Prior to termination of the Class "B" Control Period, the Class "B" Member may unilaterally amend these Bylaws. Thereafter, the Class "B" Member may unilaterally amend these Bylaws at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Lots; or (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Lots. However, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent thereto in writing. So long as the Class "B" membership exists, the Class "B" Member may unilaterally amend these Bylaws for any other purpose, provided the amendment has no material adverse effect upon any right of any Member.

(2) **By Members Generally.** Except as provided above and Oklahoma law, these Bylaws may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing 51% of the total Class "A" votes in the Association, and the consent of the Class "B" Member, if such exists. In addition, the approval requirements set forth in Section 13 of the Declaration shall be met, if applicable. 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.

(3) **Validity and Effective Date of Amendments.** Amendments to these Bylaws shall become effective upon Recordation 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.

No amendment may remove, revoke, or modify any right or privilege of Declarant or the

Class "B" Member without the written consent of Declarant, the Class "B" Member, or the assignee of such right or privilege.

CERTIFICATION

I, the undersigned, do hereby certify: I am the duly elected and acting Secretary of The Preserve at Parkside Property Owners Association, Inc., an Oklahoma corporation; the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the ____ day of _____, 2014.

IN WITNESS WHEREOF, I have hereunto subscribed my name as representative of the Association the same date as written above.

Secretary: _____

EXHIBIT "E"

Calculation of Base Assessments

Lot	\$500.00
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Exhibit "F"

**Design Review Guidelines for The
Preserve at Parkside
a residential community**

DISCLAIMER

All plans, dimensions, improvements, amenities, features, uses, specifications, materials and availability depicted herein are subject to change without notice. Any illustrations are for depiction only and may differ from completed improvements.

These Design Review Guidelines are not intended to be a complete list of all criteria that must be satisfied in connection with construction of improvements. Compliance with these guidelines does not assure approval of any particular designs. Declarant, or DRB as the case may be, reserves the right to approve particular designs which vary from or otherwise do not comply with these guidelines.

These architectural guidelines are a mechanism for maintaining and enhancing the overall aesthetics of The Preserve at Parkside; they do not create any duty to any person. Review and approval of any designs may be based on aesthetic considerations only. Declarant, The Preserve at Parkside Property Owners Association, or the DRB shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, for ensuring compliance with building codes and other governmental requirements, or for ensuring that every structure is of comparable quality, value, or size, of similar design, or aesthetically pleasing or otherwise acceptable to other owners of property in The Preserve at Parkside. Declarant makes no warranty, express or implied, that the information or guidelines contained herein are suitable for any particular use, and hereby disclaims any liability in connection with the use of this information.

1. INTRODUCTION

1.1. Purpose.

The Preserve at Parkside is a planned community comprising real property within the City of Oklahoma City, Cleveland County, State of Oklahoma. The purpose of The Preserve at Parkside development is to provide a high quality, aesthetically pleasing residential community, while preserving the natural beauty of the area and enhancing the value of each Owner's investment. The purpose of the Design Review Guidelines (DRG) and Design Review Board (DRB) is to meet the overall The Preserve at Parkside purpose by assisting in the building design process. As a general rule, the DRG and DRB will not dictate any particular architectural style or hinder personal design preferences. The DRG and DRB will strive to maintain an aesthetic flow between the interrelated sections. Traditional design details may be incorporated in the DRG, but any styles that tend to disrupt aesthetic harmony will be discouraged.

1.2. Scope.

The Design Review Guidelines and Design Review Board oversight apply to all Modifications, as defined in the Declaration. Modifications include new construction and the alteration of or additions to existing construction.

1.3. Amendments.

The Design Review Board may amend, cancel, add to, modify, or otherwise change these Design Review Guidelines from time to time as necessary in the DRB's sole discretion. The DRB shall send notice of any changes by mail, fax, or email to all Owners at least five business days prior to implementation of any new design guideline. Such mailing, or failure thereof, shall not relieve each Owner of their obligation to determine applicable design guidelines prior to making any new construction or Modification.

1.4. Compliance with Local Law.

The DRB is not responsible for notice of or ensuring compliance with building codes, structural details, local, state, federal law, or environmental agency compliance.

1.5. Limitation of Liability.

The DRB is not responsible and shall bear no liability for the accuracy of drawings and techniques of construction. The DRB shall bear no liability and is not responsible for workmanship, safety, or quality of new construction or Modification based upon its review and decision of an application.

2. DESIGN REVIEW PROCEDURES

2.1. Applicability.

The Design Review Guidelines apply to all new construction and Modifications. Other examples include by illustration only antenna and satellite receivers, outdoor sculptures or artwork, storm doors, security doors, windows, storm windows and siding.

2.2. Design Review Board.

Oversight of the DRG is vested in the Design Review Board, unless otherwise delegated

or assigned to an Architectural Review Committee. The DRB shall consist of at least three and no more than five persons appointed by and serving at the Declarant's discretion. Members of the DRB may include architects or similar professionals who are not Owners.

The DRB may adopt detailed application and review procedures and design standards governing its area of responsibility consistent with the Declaration. All new construction and Modifications shall take place in strict compliance with the Declaration, the Design Review Guidelines, and the application and review procedures promulgated by the Design Review Board.

2.3. Review Fees.

The DRB may establish a review fee schedule applicable to the oversight of administering the DRG.

2.4. Review Standards.

As provided in the Governing Documents, the DRB shall approve any new construction or Modification only if it deems, in its discretion, that new construction and Modifications conform to and harmonize with the existing surroundings, residences, landscaping, and structures, and meets the requirements for such new construction and Modifications found in the Governing Documents, Design Review Guidelines, and procedures promulgated by the DRB.

The DRB evaluates all submissions on the merits of the application. Besides evaluation of the particular design proposal, this includes the consideration of the characteristics of the housing type and the individual site.

Design decisions are not based on personal opinion or taste. Judgments of acceptable design are based on the following standards, which are presented in more specific form within Sections 3 and 4 to these Design Review Guidelines.

Compliance with the Governing Documents. All applications are reviewed to confirm that the proposed new construction or Modification is in conformance with the Governing Documents.

Relation to the Natural Environment. All applications are reviewed to confirm that the proposed new construction or Modification represents a positive or neutral effect on the surrounding natural environment. For example, fencing materials can have a deleterious effect on the feel of an open environment.

Validity of Concept. All applications are reviewed to confirm that the proposed new construction or Modification is sound in concept and appropriate to its surroundings.

Design Compatibility. All applications are reviewed to confirm that the proposed new construction or Modification is compatible with the architectural characteristics of existing structures both on the Lot and in the vicinity. Compatibility is defined as similarity in architectural style, quality of workmanship, similar use of materials, color, and construction details.

Location and Impact on Neighbors. All applications are reviewed to confirm that the proposed new construction or Modification relates favorably to the landscape, the existing structures on the Lot and in the vicinity. Primary issues of concern are access, drainage, sunlight, and ventilation. When new construction or Modification has particular impact upon Lots in the

vicinity, the DRB may require the applicant to discuss the proposal with Lot Owners in the vicinity prior to the DRB making a decision on the application. The DRB may also require the submittal of comments from Lot Owners in the vicinity.

Scale. All applications are reviewed to confirm that the proposed new construction or Modification relates well to the size, in three dimensions, of existing structures on Lots in the vicinity. For example, additions to an existing structure that would place the square footage of the structures on a Lot in disproportion to structures on Lots in the vicinity may be inappropriate.

Color. All applications are reviewed to confirm that the proposed new construction or Modification conforms to the colors represented on the existing structures on the Lot and on Lots in the vicinity.

Materials. All applications are reviewed to confirm that the proposed new construction or Modification utilizes materials of the same or compatible nature as were used on existing structures on the Lot or on Lots in the vicinity.

Workmanship. All applications are reviewed to confirm that the proposed new construction or Modification would entail workmanship of an equal or better quality than that represented on existing structures on the Lot or on Lots in the vicinity.

Timing. All applications are reviewed to confirm that the proposed new construction or Modification may be completed in a timely manner, whether an Owner performs such work themselves or contracts the work to be done.

2.5. Review Process for New Construction and Modifications.

Prior to making application to the DRB, Owners are encouraged to meet with a representative of the DRB to avoid confusion about the approval process and to determine the acceptability of their design intent. The Owner should also obtain a current copy of the Design Review Guidelines and applicable forms.

Prior to commencing any new construction or Modifications, an Owner shall submit to the DRB an application for approval in such form as the DRB shall require. An acceptable application appears as Exhibit 1 to these Design Review Guidelines. Such application shall include plans and specifications ("Plans") showing site layout, structural design, exterior elevations, exterior materials and colors, landscaping, drainage, exterior lighting, irrigation, and other features of proposed construction, as applicable. The DRB, ARC, the Declaration, or the Design Review Guidelines may require the submission of such additional information as may be reasonably necessary to consider any application. For consideration, the application must be received by the DRB before 5:00 p.m. five days prior to the scheduled meeting of the DRB. The DRB will meet on a regular basis as determined by the DRB. Late submissions will not be reviewed until the next meeting of the DRB.

In reviewing each submission, the DRB will consider the application based on the Review Standards. Decisions may be based on purely aesthetic considerations. Each Owner

acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements.

Within 30 days after receipt of a completed application and all required information, the DRB shall respond in writing to the applicant at the address specified in the application. The response may (i) approve the application, with or without conditions; (ii) approve a portion of the application and disapprove other portions; or (iii) disapprove the application. The DRB may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections.

In the event that the DRB fails to respond to a properly submitted application in a timely manner, approval shall be deemed to have been given, subject to Declarant's right to veto approval by the DRB pursuant to this Section. Any approval inconsistent with the Declaration or the Design Review Guidelines is void unless a variance has been granted pursuant to Section 4.5 of the Declaration.

The DRB shall notify Declarant, so long as Declarant owns any property described in Exhibits "A" or "B," in writing within three business days after the DRB has approved any application relating to proposed Modifications unless Declarant waives, in writing, its right to such notification. The notice shall be accompanied by a copy of the application and any additional information which the Design Review Board may require. Declarant, so long as Declarant owns any property described in Exhibits "A" or "B," shall have 10 days after receipt of such notice to veto any such action, in the sole discretion of each, by written notice to the DRB and the applicant.

If construction does not commence on a new construction or Modifications project for which plans have been approved within one year after the date of approval, such approval shall be deemed withdrawn and the Owner shall reapply for approval before commencing the proposed Modifications. "Commencement" shall begin upon such actions as, but not limited to, delivery of materials and labor exerted relative to the new construction or Modification. After construction is commenced, it shall be diligently pursued to completion. All new construction or Modifications shall be completed within one year after commencement unless otherwise specified in the notice of approval or unless the DRB grants an extension in writing, which it shall not be obligated to do. Any new construction or Modifications not completed within the required time shall be considered nonconforming and shall be subject to enforcement action by the Design Review Board, the Association, Declarant or any aggrieved Owner.

The DRB, by resolution, may exempt certain activities from the application and approval requirements of this Section, provided such activities are undertaken in strict compliance with the requirements of such resolution. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications. Any Owner may remodel, paint or redecorate the interior of a Lot without approval provided such alterations do not affect the aesthetics of the exterior of the Lot as they appear prior to the alteration. Modifications to the interior of screened porches, patios, and similar portions of a Lot visible from outside the structure shall be subject to

approval. This Section shall not apply to the activities of Declarant, nor to activities of the Association during the Class "B" Control Period.

3. CONSTRUCTION GUIDELINES AND PROCEDURES

3.1. Construction Drawings.

All proposed new construction or Modification requires DRB review, which comes only as a result of a properly submitted application. The application must include construction drawings of the proposed improvement. Depending on the type of new construction or Modification, the DRB may require less or more construction drawings for a proper application. Construction drawings include, but are not limited to:

Site Plan. A site plan must be submitted with the application and will include:

- 4.1. **Site survey** with property lines or a site plan based on the recorded plat;
- 4.2. **Elevation drawings** showing elevations of the property corners, center of building or existing structures, culvert inlets, edge of roadway and finished floor elevations;
- 4.3. **Vegetation diagram** showing the location and species of trees 3" in diameter or larger at 48" from the ground;
- 4.4. **Setback lines** showing the distance between property lines and improvements on the Lot;
- 4.5. **Building outline** including service yard and front and rear corner of adjacent buildings;
- 4.6. **Paved area diagram** including drives, parking areas, walks, patios, etc.;
- 4.7. **Drainage and grading plan** if the proposed construction disturbs any dirt or would alter in any manner the flow of storm water or run-off;
- 4.8. **Special features locations**, such as easements, common areas, walls, etc.;
- 4.9. **Utility elements** and improvements, such as utility meters, etc.

Floor Plan. A floor plan must be submitted that details square footage per level and total and showing the roof outline, entry steps, service yard details such as screening and all other architectural features.

Roof Plan. A roof plan must be submitted that indicates roof pitch, an outline of the building walls below, the roof outline, dormers, and any other pertinent features.

Elevation Drawings. Elevation drawings must be submitted to include all four elevations, indicate existing grades and finished grades, exterior finishes of materials, roof pitch, window and door designs, service yard enclosure, screening of meters and equipment and any other pertinent information such as the windscreen for the chimney.

Color and Materials Specifications. Color and materials specification to be used must be identified in the application. If requested by the DRB, samples of both color and materials are to be submitted to the DRB in a form provided by the DRB in their request.

Detail Drawings. Detail drawings must be submitted showing wall sections, service area enclosure details, and other architectural details. A schedule of window types and finish colors would help in the review process.

Electric Plan. An electric plan must be submitted to show the location of the meter setting, locations and specification and fixtures of exterior lighting including security lighting and other electrical equipment for pools, etc.

Landscape Plan. A landscape plan must be submitted to show the general design plan for site landscaping.

Grading Plan. A grading plan must be submitted indicating drainage plan, any proposed grade changes and proposed erosion control devices.

3.2. Changes After Approval of Final Construction Plans

Any plans or applications altered in any manner from plans or applications initially reviewed by the DRB shall be re-submitted to the DRB for review.

3.3. Construction Guidelines.

3.3.1. GENERAL.

These Construction Guidelines are intended for compliance by all contractors, subcontractors, material suppliers, maintenance personnel and any others engaged in construction or related activity in The Preserve at Parkside. These Guidelines are not intended to restrict, penalize or impede construction activity during reasonable performance of duties while within The Preserve at Parkside. Rather, they will be enforced fairly to achieve the objectives enumerated below and in the Governing Documents and to facilitate orderly and controlled construction activity, thereby preserving the overall quality of The Preserve at Parkside's appearance. Violations are subject to assessments and repeated violations may be cause for denial of access.

3.3.2. GUIDELINES.

1. **Site Clearing.** Site clearing or construction on any property within The Preserve at Parkside is not permitted without first submitting application and obtaining final approval from the DRB.
2. **Trash Receptacles.** Each building site must have a trash receptacle for construction debris and is to be emptied or removed when full. When and where appropriate and with approval of the DRB, contractors may coordinate sharing of trash receptacles. The dumping of construction trash is not permitted inside The Preserve at Parkside and must be removed by covered truck. Wind-blown trash pickup is required. Any default by an Owner or contractor under this section shall be remedied within 24 hours of notice of such default.
3. **Portable Toilets.** Clean and sanitary conditions are required for all toilets. When and where appropriate and with approval of the DRB, contractors may coordinate sharing of portable toilets. In all respects, the DRB will seek to lessen the aesthetic impact and total number of portable toilets in The Preserve at Parkside during construction.
4. **Nuisances.** No loud speakers are permitted on building sites. Inappropriate volume levels on radios, stereos, etc. will not be permitted.
5. **No Pets.** Pets are not allowed on building sites.
6. **Compliance with Design Review Board Approval.** All buildings and landscape plans must be approved in writing by the DRB, and the owner and the building contractor are jointly

responsible that approved plans are followed in all aspects with respect to the exterior of the house and grounds. Construction is to be complete to a point of having the exterior finished and landscaping in place in accordance with the approved plan within twelve (12) months of commencement. Any change to the exterior of the house, siding, driveway, garage, etc., must receive prior approval from the DRB.

7. **Signs.** To minimize visual clutter, the DRB has a job site sign standard to be used on all construction sites. A sign stanchion specification will be provided by DRB. Individual contractors will be responsible for providing a sign stanchion per design specifications. Contact the DRB for placement and coordination.
8. **Erosion Control.** Each owner shall be responsible for the installation and maintenance of all necessary erosion control devices and shall at all times keep erosion control devices in good working order. Any failure of erosion control devices and subsequent clean-up shall be the responsibility of the owner. In the event landscaping is delayed to meet optimal planting seasons, owner shall be responsible for establishing and maintaining turf to minimize erosion. Receipt of a DRB acknowledgement of compliance will depend upon compliance with erosion control provisions. Any default by an Owner or contractor of erosion control pursuant to this section shall be remedied within 24 hours of notice of such default.
9. **Repair to Damaged Property.** Damage or scarring to other property, including, but not limited to, open space, other Lots, roads, driveways, sidewalks and/or other improvements whether surface or subsurface will not be permitted. If any such damage occurs, it shall be repaired and/or restored promptly at the expense of the person causing the damage. Upon completion of construction, each contractor shall clean the construction site and repair all property, whether above surface or subsurface, which was damaged, including, but not limited to, restoring grades, planting shrubs and trees as approved or required by the DRB and repairing streets, driveways, pathways, sidewalks, culverts, ditches, signs, lighting, and fencing, etc.
10. **Gravel Approach.** During construction a gravel approach is required. The approach is to be a minimum of 20 feet wide by 20 feet long consisting of 2" inch or larger gravel. The approach is to be maintained until the driveway (concrete approach) is installed. Gravel is to be removed from the street in front of the Lot at the end of each work day.
11. **Schedule of Assessments for Violations of the Design Review Guidelines for The Preserve at Parkside.** The following is a Schedule of Assessments that will be enforced when a contractor or owner violates the Governing Documents and/or these Design Review Guidelines. The assessments collected will be used for grounds beautification in Common Areas and will not be refunded to the contractor or owner. Assessments will be charges against the Lot and may prevent transfer of the Lot or frustration of construction/permanent financing. Assessments levied by the DRB due to violations may be appealed, in writing, with appropriate justification, to the Chairman of the DRB. The Schedule of Assessments may be amended by the DRB to meet the needs of the Property as development continues. Such amendments shall occur as provided under Section 1.3 to the DRG.

Schedule of Assessments

The Violation	Assessment
▪ Violations of 3.3.2.2 above shall be assessed the actual cost of clean up plus \$100.00.	
▪ Violations of 3.3.2.8 above shall be assessed the actual cost of clean up plus \$100.00.	

- Other violations of the Governing Documents, including Design Review Guidelines shall be assessed \$5.00 per day. A notice of violation shall be sent certified mail to the Owner or contractor, and any assessment shall accrue on a daily basis beginning 72 hours after the Owner or contractor receives such notice. Otherwise, any assessment shall accrue beginning 72 hours of actual notice of the violation.

4. DESIGN STANDARDS

Specific Design Standards

Avigation Easement. NOTICE TO OWNERS AND/OR BUILDERS. All construction must be in compliance with Section 59-13150.5B of the Oklahoma City Municipal Code. All lots within The Preserve at Parkside addition fall within the AE-2 zoned area and therefore must comply with the details outlined in the Municipal Code section noted above.

Orientation. Lots must conform to the House and Utility Orientation Plan determined and provided by the DRB. Exceptions to the orientation plan may be granted in the sole discretion of the DRB.

Building Size. The minimum square footage of the single family dwelling unit (house) shall be no less than 2700 square feet exclusive of basements, open porches, and garages.

Setback Requirements. Front yard, side yard, and rear yard setbacks must conform to City ordinance. Front yard minimum setback for any improvement constructed on a Lot is 35'. Rear yard setback for a dwelling unit is 20'. Rear yard setback for other improvements constructed on a Lot is 10'. Side yard setback for a dwelling unit is 10'. Side yard setback for other improvements constructed on a Lot is 5'.

Foundation. The foundation may NOT be exposed.

Material. The principal exterior of any structure shall be at least 2/3 brick, rock, or stone, with the remainder being hardboard siding. Vinyl siding is not permitted. Any deviation from the above must receive DRB approval prior to installation.

Height. The maximum height for a structure must not exceed City ordinance standards and must receive prior approval from the DRB.

Roofs. All roofs shall be completed using shingles colored weatherwood (gray in color) or the equivalent. The roof pitch must receive DRB approval prior to construction. Any deviation from the above must receive DRB approval prior to installation. All roofing material shall have a 30-year minimum life.

Roof Accessories and Equipment. DRB approval is required for rooftop equipment and accessories, unless specifically excepted in this paragraph. All rooftop equipment must match roofing colors or be of a color that complements the house and must be placed as inconspicuously as possible. Exposed flashing, gutters and downspouts must be painted to match the fascia and siding of the structure unless otherwise approved by the DRB. No exposed attachment straps will be allowed. DRB approval is not required for skylights having measurements of 3' x 5' or less. Skylights should be placed in locations so as not to detract from the building elevations. Any installed solar energy equipment shall have the appearance of a skylight, shall have a finished trim material or curb, and shall not be visible from the street or Common Area.

Driveways. Asphalt drives and parking areas are not permitted. Driveways and parking areas must be concrete or other hard-surface approved by the DRB. Community recreational amenities and model homes constructed by the Declarant or Builders with written approval from the Declarant are exempt from this provision.

Septic Systems. Each Lot shall contain and maintain in good working order a private septic system having at all times all permits, licenses, and approvals under applicable codes, statutes, and regulations.

General Design Standards

The general design standards are listed below in alphabetical order according to natural headings. The following list of design standards is presented for your convenience and should not be taken to be an exhaustive or exclusive list of items subject to DRB review. If you have any questions about a particular design standard or applicability to your proposed design, please contact the DRB. Unless otherwise indicated within the specific design standard, each design standard applies to every Lot. None of the following design standards should be read so as to negate making an application or the requirement of an Owner to receive DRB approval prior to undertaking new construction or a modification.

- 4.1. **Address Numbers.** Approval is not required if numbers are not larger than six (6) inches in height, whether such numbers are affixed on the dwelling or mailbox, or painted on the curb. Address numbers (address block or plaque) are required on the front of the mailbox for each Lot and must be fixed on or within the masonry portion of the mailbox. Sticker numbers are prohibited.
- 4.2. **Air conditioners and fans.** Window unit air conditioners and fans are not permitted on a dwelling unit (House). Window unit air conditioners installed on other improvements must receive DRP approval and shall not be visible from the street.
- 4.3. **Awnings.** Any form of awning must receive approval from the DRB prior to installation.
- 4.4. **Birdfeeders.** Seeded or suet birdfeeders are only allowed in private backyards below the top of the fence line. Because there are no seeds in hummingbird feeders, these are allowed on private property without a height limit.
- 4.5. **Chimneys.** Chimneys are permitted and require prior DRB approval. Approved chimneys must be constructed with brick, rock, or stone exteriors.
- 4.6. **Clotheslines.** Clotheslines are prohibited.
- 4.7. **Decks.** Decks may be constructed in the back yard of a Lot with prior DRB approval. Decks must be constructed of wood or other materials similar to the materials used on the residence, must be painted or stained substantially similar to the residence. The DRB may require the underside of the deck to be screened.
- 4.8. **Dog Houses.** Dog houses are permitted with prior DRB approval. Any dog house shall be located in the back yard of a Lot and shall be contained within a fenced area. Any dog house shall not be larger than 4 feet wide by 4 feet long, and 3 feet tall at the peak of the roof. Any deviation from this size requirement must receive DRB approval.
- 4.9. **Dog Runs.** Dog runs are permitted with prior DRB approval. Dog runs must adhere to the same fencing materials as outlined in Section 4.13.

- 4.10. **Doors.** Door colors and materials shall remain as originally installed, unless otherwise given prior DRB approval.
- 4.11. **Drainage.** All drainage shall conform to City ordinance and The Preserve at Parkside development drainage plan.
- 4.12. **Driveways and Sidewalks.** The Declarant and Builders have installed standard concrete driveways and sidewalks. Any modification to these must receive prior DRB approval and must meet City ordinance. Painted, stained, or otherwise colored or decorated driveways or sidewalks must receive prior DRB approval.
- 4.13. **Fences.** All fences must be approved in writing by the DRB prior to installation. Fences are not permitted to extend beyond the front corner of the House on any Lot. Fencing materials facing/fronting an interior road or common area shall be 4' tall, black, metal or aluminum or other similar material approved by the DRB. Fencing materials not facing/fronting an interior road may be 4' tall, black, vinyl-coated chain link hung on black metal posts. Subject to prior DRB approval, the black, chain link material may be attached to the inside of the "metal" fence that faces/ fronts an interior road or Common Area. Any fence facing/fronting a Common Area must include a gate. The DRB may, in its discretion, allow substantially similar fencing materials upon application. For any corner Lot, no fence shall be constructed closer than ten (10) feet from the sidewalk, as measured from the edge of the sidewalk furthest from the curb to the base of the fence.
- 4.14. **Firewood Storage.** DRB approval is not required provided such storage occurs in the backyard of a Lot, is not visible from any Lot in the vicinity, and does not constitute a nuisance or hazard or breach of the Governing Documents.
- 4.15. **Flags and Flagpoles; Decorations.** Flag poles are permitted provided they do not exceed 20 feet in height and receive prior DRB approval. Any flags of a federal or state nature are allowed. Decorative flags are not discouraged, but will be disallowed if, in the sole discretion of the Board, the decorative flag has a negative affect on the aesthetic quality of the community. Flags that are obscene, abusive, or that communicate messages repugnant to a reasonable person are disallowed. All holiday and seasonal decorations shall be removed within 30 days after the end of such holiday or season.
- 4.16. **Garages and Garage Doors.** Each Lot shall have at minimum a 3 car garage, with at least a 2 car side entry garage. No vehicle storage structure shall be converted to livable quarters.
- 4.17. **Gardens. Flower.** No DRB approval required. **Vegetable.** Vegetable gardens are permitted. DRB approval not required if space has been previously approved under a landscape plan or area is fully contained within a fenced backyard of a Lot. Provided further that no vegetables shall exceed the height of any fence on the Lot, and must be wholly contained within the back yard of the Lot.
- 4.18. **Gazebos.** Gazebos, pool houses, and similar personal recreational structures must receive prior DRB approval.
- 4.19. **Irrigation Systems.** Must receive prior DRB approval and shall not interfere with the development drainage plan, any Lot, or Common Areas.
- 4.20. **Landscaping.** See, Section 5 below.
- 4.21. **Lights and Lighting.** All exterior lighting shall receive prior DRB approval.

- 4.22. **Mailboxes.** Mailboxes and similar structures shall be constructed with brick, rock, and/or stone to match the house. Address numbers (address block) are required on the mailbox for each Lot.
- 4.23. **Modular and Mobile Homes.** No modular, prefabricated or the like residential structures shall be located on any Lot.
- 4.24. **Motion Detector & Security Lighting.** Motion detectors and security lights are permitted with prior DRB approval. Under no circumstance shall security lighting shall shine on any adjoining Lot.
- 4.25. **Outbuildings.** All outbuildings must receive DRB approval prior to installation. Any structure not the single residence constructed on a Lot shall receive prior DRB approval. Metal outbuildings are NOT permitted. All outbuildings shall be on a concrete slab and shall be wood framed. All outbuilding roofs must be shingled with the same shingles as installed on the House/residence and the color of the outbuilding must match the trim color of the House/residence. All outbuildings shall have brick or stone wainscot around the base of the outbuilding. The siding, stucco or other exterior materials shall match the exterior materials used on the House/residence. All outbuildings shall be located within any City set back ordinance as well as any set back provided by any Governing Document. Each outbuilding shall be properly permitted as required by City ordinance.
- 4.26. **Outdoor Furniture.** Except with prior DRB approval, all outdoor furniture shall be contained wholly within the back yard of a Lot.
- 4.27. **Painting.** Prior DRB approval is required for all painting, including but not limited to structures and garages, of a color other than originally installed by the Declarant or Builder.
- 4.28. **Patios, Patio Covers, Porches, Arbors.** All patios, porches, and the like must receive prior DRB approval.
- 4.29. **Play and Sports Equipment.** Prior DRB approval is required for all play and sports equipment. All play and sports items and equipment must be wholly contained in the backyard to a Lot. Basketball backboards and hoops may be permitted in the front yard of a Lot but is up to the discretion of the DRB as to when and where to allow. Any basketball backboard and hoops permitted by the DRB to be installed in the front yard must be permanently fixed in the ground. Basketball backboards and hoops may not be affixed to any portion of the House/residence. Portable basketball backboards and hoops may be used in the front yard of a Lot during daylight hours, but shall be stored out of sight otherwise.
- 4.30. **Pools.** Small, temporary children's-style pools are permitted provided such pools are contained in the backyard of the Lot and are emptied when not in use. Above-ground pools are not permitted. In-ground pools are permitted with prior DRB approval.
- 4.31. **Roofs.** See, specific design guidelines above.
- 4.32. **Satellite Dishes and Antennas.** No exterior radio antenna, television antenna, or other antenna, satellite dish, or audio or visual reception device of any type shall be placed, erected or maintained on any Lot, except inside a residence or otherwise concealed from view; provided, however, that any such devices may be erected or installed by the Declarant during its sales or construction upon the Lots; and provided further, however, that these requirements shall not apply to those antenna

which are specifically covered by regulations promulgated under the Telecommunications Act of 1996, as amended from time to time. As to antenna which are specifically covered by the Telecommunications Act of 1996, as amended, the DRB shall be empowered to adopt rules and regulations governing the types of antenna that are permissible hereunder and, to the extent permitted by the Telecommunications Act of 1996, as amended, establishing reasonable, non-discriminatory restrictions relating to appearance, safety, location and maintenance.

As provided in the Telecommunications Act of 1996, "Antenna" is defined as follows: (1) an antenna that is designed to receive direct broadcast satellite service including direct-to-home satellite services and is one meter or less in diameter or diagonal measurement; (2) an antenna that is designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services and is one meter or less in diameter or diagonal measurement; or (3) an antenna that is designed to receive television broadcast signals.

All Antennas are subject to the provisions set forth below:

1. Any Antenna an Owner places on their property must be registered with the DRB within ten (10) days of installation. Owners shall submit a registration drawing detailing how it complies with the guidelines set forth herein.
2. Installation shall be by a qualified person knowledgeable about the proper installation of Antennas.
3. All Antennas must be installed in accordance with the manufacturers' guidelines to insure safe installation, and must also be installed in compliance with all federal, state and local statutes and regulations regarding safety. In addition, a building permit shall be obtained, if required by local ordinance.
4. No Antenna can be over 39 inches in diameter or diagonal measurement, at its largest dimension. Any device larger than one meter (39 inches) in diameter is **strictly prohibited**.
5. All Antennas must be properly grounded and must be placed a safe distance from any power lines.
6. All Antennas must be located in a side or rear yard location, not visible from any street(s) or any neighboring properties, provided such location does not preclude reception of an acceptable quality signal.
7. All Antennas shall be ground mounted or shall not be installed higher than is absolutely necessary for reception of an acceptable quality signal.
8. All Antennas must be blended with the background upon which they are placed by painting the Antenna the same color as the house or otherwise screening the Antenna from view from any street(s) or adjacent properties with appropriate landscaping or other materials of a reasonable cost.
9. All installations shall be completed so that they do not damage the common areas of the Association or the Lot of any other resident, or void any warranties of the Association or other owners, or in any way impair the integrity of buildings on Common Areas or Lots.

10. Owners are responsible for all costs associated with the antenna, including but not limited to costs to:
 - Place (or replace), repair, maintain, and move or remove antennas;
 - Repair damages to the common property, other Lots, and any other property damaged by antenna installation, maintenance or use;
 - Reimburse residents or the Association for damages caused by antenna installation, maintenance, or use.
11. Wiring or cabling shall be installed so as to be minimally visible and blend into the material to which it is attached.
12. No Antenna shall be placed in a location where it blocks fire exits, walkways, ingress or egress from an area, fire lanes, fire hoses, fire extinguishers, safety equipment, electrical panels, or other items or areas necessary for the safe operation of the Association or individual Lots.
13. No Antenna shall be attached to fencing shared between Lots or Common Areas.
14. No Antenna may obstruct a driver's view of an intersection or a street.
15. To the extent that interpretation of these provisions is necessary, such interpretation will be undertaken by the DRB in full compliance with all federal, state and local statutes and regulations, as may be supplemented or amended from time to time.
16. If antennas are installed on property for which the Association has maintenance responsibility, owners retain responsibility for antenna maintenance. Owners must not install antennas in a manner that will increase maintenance costs for the Association or for other Owners. If such damage occurs, owners are responsible for these costs.

If an Antenna needs to be installed in any way that is not consistent with the above-mentioned provisions due to preclusion of an acceptable quality signal, then the homeowner is asked to submit a request for location approval. The Association's approval will then be based on how well the device is screened from the view of both public and private areas. Important Note: Any Antenna/Satellite Dish that is in any way mounted on your house may void applicable warranties.

4.33. **Siding.** Any siding must receive prior DRB approval.

4.34. **Signs:** Subject to the restriction that no sign shall be located within any Common Area, and except as reserved by the Declarant, the following sign standards shall apply.

4.34.1. **Real Estate Signs:** Temporary, non-illuminated, real estate signs indicating the availability for sale, rent, or lease of a specific Lot upon which this sign is erected or displayed are approved without application, provided the sign does not exceed five (5) square feet in total area, does not exceed four feet (4') in height, and the Lot is restricted to one (1) sign per street frontage. Such signs are to be removed immediately following sale closing or rental occupancy of the property. Such signs may not be placed on any fence. Open House signs shall conform to the above dimensions, are limited in number to six (6), shall be placed only upon the owner's Lot or within the public right-of-way for the duration of the open house, and shall not block or interfere with traffic visibility. All signs must also meet local sign codes.

- 4.34.2. **Garage Sale Signs:** A sign advertising the existence of a garage sale of personal property may indicate the date, time and location of the sale. Such signs may have a maximum area of three (3) square feet, and may be posted for the period of the garage sale only. Such signs may not block or interfere with traffic visibility, and shall be posted only on the owner's Lot or within the public right-of-way.
- 4.34.3. **Political Signs.** Signs depicting the name and office of a legitimate political candidate who has filed for a present political race are allowed, provided such signs do not exceed a maximum area of three square feet. Such signs shall be removed the day after elections pertaining to the candidate's race. All signs depicting political slogans and information other than the candidate's name and office shall receive prior DRB approval.
- 4.34.4. **Other Signs.** All other signs, including but not limited to, posters, billboards, advertising devices, or displays of any kind, are not permissible for posting on any Lot without the prior written consent of the DRB.
- 4.35. **Skateboard Ramps.** Not permitted.
- 4.36. **Skylights.** See, specific design standards.
- 4.37. **Solar Devices.** All solar devices must receive prior DRB approval.
- 4.38. **Statues, Sculptures, Fountains, Ponds.** Placement of any statue, sculpture, fountain, pond, or similar artistic expression in the front yard of any Lot or the front and backyard of any Lot adjoining the Common Areas is highly discouraged by the DRB and must receive prior DRB approval. All other locations of artistic expressions visible from other Lots or requiring any excavation must receive prior DRB approval.
- 4.39. **Storm/Security Doors.** Storm and security doors are allowed with prior DRB approval.
- 4.40. **Temporary Structures.** Temporary structures suitable for a wedding, birthday party, and similar occasions are permitted in the backyard to any Lot provided such temporary structure is removed within 24 hours of the conclusion of the occasion. This design standard shall not limit Association activities.
- 4.41. **Trash and Garbage Receptacles.** Trash and other receptacles shall be absent from view from any street, any Lot, and Common Areas on all days other than designated trash and/or recycling pick up days.
- 4.42. **Treehouses.** Treehouses constructed in or on vegetation are not permitted.
- 4.43. **Underground Installations.** All underground installations must receive prior DRB approval.
- 4.44. **Walls.** All walls of any nature, for example but not limitation retaining walls, landscaping walls, and decorative walls, must receive prior DRB approval.
- 4.45. **Wells.** Wells of any kind are not permitted.

5. Landscaping Standards

5.1. Overview.

The DRB retains oversight of landscaping improvements to Lots to make assurance that The Preserve at Parkside community will continue to be an attractive and pleasant place to reside. The landscape plan will be required for review at the same time the initial site plan is reviewed. The landscaping work shall be completed within nine (9) months of start of vertical

construction or within one (1) month of the issuance of the Certificate of Occupancy for the improvements.

5.2. Concepts.

Each Owner should familiarize themselves with these landscape guidelines prior to executing a plan. Each landscape plan should be prepared according to the following criteria:

1. Provide landscaping to enhance the beauty of the Lot and improvements while providing continuity between the Lot, improvements, and surrounding vegetation.
2. Minimize the visual intrusion of the built environment by mitigating areas disturbed during construction.

5.3. Objectives.

All Lots, after construction, require landscaping. The design of the landscaping will vary, depending on size, shape, topography, and location of the property and the design of the structure. It is the intent of the landscaping to accomplish the following objectives:

1. Beautify.

- 1.1. Soften vertical structure from the horizontal ground plane, with foundation plantings of sufficient density and size to break the line between ground plane and structure.
- 1.2. Soften the impact of corners and broad wall areas with vertical and spreading foliage.
- 1.3. To soften and reduce apparent height of house, foundation planting at the front should be layered from the ground plane using small plants towards the front and then transitioning up to larger plants near the foundation. A single row of uniformly spaced plants of equal size arranged in a single row along the foundation is not acceptable. Installing plant material of different sizes and textures in natural groupings is a preferred alternative.

2. **Screen.** Visually screen compressors, tanks, service yards, transformers, telephone pedestals, recreation equipment, parking, driveways, patios and other hard or unsightly areas.

3. **Restoration.** Restoration of a site due to construction.

4. **Drainage.** It is the responsibility of each owner to handle surface water on the Lot to minimize impact on adjoining property and insure that water is moved to the appropriate areas to interface properly with The Preserve at Parkside's master drainage plan.

5. **Phasing.** This approach to landscaping is approvable; however, the initial phase must meet the first four (4) objectives above.

6. **Conservation.** Owners are also encouraged to plan for the conservation of water by planting native and drought resistant species.

7. **View.** Taller plantings and recreation equipment should not be placed in the neighbor's view line. Existing vegetation will be allowed to remain in the view line. The view line is defined by staffing at the left and right rear property corners and proceeding twenty (20) feet toward the front corners and twenty (20) feet toward the center across the rear property line. These two new points, near each corner, when connected form triangles that should remain free of obstructions for neighbor's view corridors.

5.4. Plans.

1. **Landscaping.** The landscaping plan must be professionally prepared on a site plan indicating topography, existing and proposed vegetation. The plan should be drawn at a scale of 1/8 inch

equals one foot. The plan should graphically illustrate location, Lot number, adjoining Lot border lines, nearest structure lines on adjoining Lots, sizes of plant material, lawn, mulched areas, and open areas. A schedule must be included on the planting plan indicating the following specifications for each plant: Common name, Plant height at time of planting (2 gallon minimum), Plant quantities, Identify grass and mulched areas.

2. **Identify Trees.** Existing trees of 3" diameter or greater at 48" from the ground, must be identified as to exact location, size of trunk, genus name, and where possible, the species. No existing trees shall be cut, removed, transplanted or damaged without approval by DRB.
3. **Features and Surface.** All existing site features such as roads, walks, structures on adjoining Lots, bike paths, walls, etc. are to be graphically noted on the Landscape Site Plan. All surfacing materials are to be noted (as to whether they are concrete, grass, planting beds, etc.). Texturing or other surface treatment of concrete paving is to be indicated and should include color presentation.
4. **Sod Requirement.** All lawn areas must be covered with sod or other material approved by the DRB.
5. **Tree Requirement.** Trees and shrubs must be planted in accordance with the approved plan within the time frame outlined in Section 5.1. Three trees 3 inches in diameter measured 12" from ground level shall be planted in the front yard of each Lot. Three trees 3 inches in diameter measured 12" from ground level shall be planted in the front yard and two trees 3 inches in diameter measured 12" from ground level shall be planted in the side yard of each corner Lot. Any trees planted in flower beds/landscaped beds directly adjacent to the House/residence on the lot shall not be included in or count towards the 3 tree requirement for the front yard and/or the 2 tree requirement for the side yard of a corner Lot.
6. **Irrigation.** Irrigation systems are required on each Lot to irrigate at least the front yard. The front yard is defined as the area between the front of the house and the street (front of the house is determined by the 2 front corners of the house extended to each side property line). The spray from such irrigation system should be contained to the Lot. The DRB may require relocation or redirection of spray if adjacent Lots, streets or other areas are affected. The DRB is not responsible for the system's performance or function. The DRB shall not be held liable for any injury, damages or loss arising out of the manner or quality of approved irrigation systems.

**Exhibit "A" to
The Preserve at Parkside
Design Review Guidelines**

Application for Design Review for The Preserve at Parkside

Pursuant to the Governing Documents, any Owner desiring to make any Modification to a Lot must make an application to the Design Review Board prior to commencement of work. By completing this Application and making the appropriate submittals, you successfully make your application for modifications as required by the Governing Documents. You may need additional approvals from local, state, or federal agencies. By executing and submitting this Application, the Owner(s) acknowledge that they have reviewed the Governing Documents and understand the standards applicable to Modifications and the authority and discretion afforded the DRB, all such provisions within the Governing Documents being incorporated herein by reference. If you need any additional space, please include supplement pages.

Name of Owner(s) _____

Property address: _____

Day phone _____ Evening phone _____

1. Modification Area. Approval is requested for the following Modifications as described below and on the submittal pages. The general type of Modification requested is indicated below. If applicable, appropriate submittal pages are indicated and attached to this Application. _____

2. Submittal Pages. All applications shall include appropriate submittal pages showing such design features as required by the Governing Documents and Design Review Guidelines. Failure to include the submittal pages will result in a returned Application.

Commencement date: _____ Time for completion: _____

This is a Re-application: ☐ YES ☐ NO

Owner's Signature(s) _____

[DO NOT WRITE BELOW THIS LINE]

Date Application received _____ By _____

Action on Application: ☐ Approved ☐ Denied ☐ Other _____

Date

Authorized DRB signature

