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County of Oklahoma
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Carolynn Caudill

PORCHES AT ARBOR CREEK ADDITION

Covenants, Conditions and Restrictions

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UNOFFICIAL

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR THE PORCHES AT ARBOR CREEK ADDITION**

**THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR THE PORCHES AT ARBOR CREEK ADDITION** (this “**Declaration**”) is made by Porches at Arbor Creek, LLC, an Oklahoma limited liability company (the “**Declarant**”).

WITNESSETH:

WHEREAS, the Declarant is the owner of certain real property located in the City of Edmond, Oklahoma County, Oklahoma, which is more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference (the “**Property**”), and the Declarant desires to subject the Property to the provisions of this Declaration and to develop the property as Porches at Arbor Creek Addition, a planned development and community, and to provide a method for the administration and maintenance of the Property;

NOW, THEREFORE, the Declarant hereby declares that all of the Property shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the following easements, restrictions, covenants, charges, liens, and conditions which shall touch, concern and run with title to the Property and which shall be binding upon and inure to the benefit of all parties having any right, title, or interest in or to the Property, including heirs, trustees, representatives, successors, and assigns.

ARTICLE 1

DEFINITIONS

1.01 Definitions. When used in this Declaration, unless the context shall prohibit or otherwise require, the following words shall have all the following meanings and all definitions shall be applicable to the singular and plural forms of such terms:

1.01.01 “Architectural Standards Committee” or “Committee” shall mean the Architectural Standards Committee created pursuant to Section 9.02 hereof or such other body as the Declarant, its successors or assigns shall designate.

1.01.02 “Assessment” shall mean an Owner’s share of the Common Expenses, any special assessments, or other charges from time to time assessed against an Owner by the Association in the manner herein provided.

1.01.03 “Association” shall mean Porches at Arbor Creek Homeowners Association, Inc., an Oklahoma nonprofit corporation established by the Declarant.

1.01.04 “Board of Directors” or “Board” shall mean the Board of Directors of the Association, which is the governing body of the Association.

1.01.05 “Bylaws of the Association” or the “Bylaws” shall mean the Bylaws of the Association which govern the administration and operation of the Association, as the same may be amended from time to time.

1.01.06 “Certificate of Incorporation” shall mean the Certificate of Incorporation of the Association, as amended from time to time.

1.01.07 “Common Area” shall mean all real and personal property now or hereafter designated in writing by the Declarant as Common Area and conveyed to the Association or designated as such and held by the Declarant for the benefit of the Association. Such real property may include but shall not be limited to club houses, fitness facilities, security gates, roads, sidewalks, driveways, bridges, entrances, walkways, rights-of-way, open spaces (landscaped and natural), lagoons, lakes, ponds, streams, water wells, recreational facilities and such other common areas which have been or may be designated by the Declarant as constituting Common Areas within the Development, together with such improvements thereon as may be necessary for the maintenance and upkeep of such areas. The Declarant, after the execution of this Declaration, without a vote of the members of the Association or the Board, may designate additional real property located within the Development as Common Area by the filing in the Office of the County Clerk for Oklahoma County, Oklahoma, a supplement to this Declaration so designating such additional real property as Common Area.

1.01.08 “Common Expenses” shall mean all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation or maintenance of reserves, pursuant to the provisions of this Declaration and the Bylaws.

1.01.09 “Declarant” shall mean Porches at Arbor Creek, LLC or any successor-in-title to the entire interest of Porches at Arbor Creek, LLC with respect to the Property or any party who acquires Declarant’s entire interest in the Property pursuant to the foreclosure of a Mortgage encumbering Declarant’s interest in the Property. Declarant shall also include any party, the majority interest in whom is owned by Declarant that acquires Declarant’s interest in a Lot or Dwelling for the purpose of construction or resale of a Dwelling.

1.01.10 “Declaration” shall mean this Declaration of Covenants, Conditions, and Restrictions for Porches at Arbor Creek Addition and all amendments thereof filed for record in the Office of the County Clerk for Oklahoma County, Oklahoma.

1.01.11 “Development” shall mean the Property and all improvements located or constructed thereon.

1.01.12 “Dwelling” shall mean any improved property intended for use as a single-family dwelling (despite being part of a multi-unit structure) located within the Development.

1.01.13 “Foreclosure” shall mean, without limitation, the foreclosure of a Mortgage or the conveyance of secured property by a deed in lieu of foreclosure.

1.01.14 "Home" shall mean a structure (despite being part of a multi-unit structure) intended as a single family dwelling constructed on a Lot, whether or not such structure shares a Party Wall with other Dwellings.

1.01.15 "Lot" shall mean any unimproved portion of the Property upon which it is intended that a Home be constructed. A parcel of land shall be deemed unimproved and, thus, considered to be a Lot, rather than a Dwelling, until the improvements constructed thereon are sufficiently complete that a Certificate of Occupancy has been issued by the City of Edmond, Oklahoma. Upon such completion, such parcel and the improvements thereon shall collectively be considered to be a Dwelling for purposes of this Declaration.

1.01.16 "Mortgage" shall mean a mortgage, contract for deed, installment land sales contract, or other similar security instrument granting, creating, or conveying a lien upon, a security interest in, or a security title to a Lot or a Dwelling.

1.01.17 "Mortgagee" shall mean the holder of a Mortgage.

1.01.18 "Occupant" shall mean any Person, including, without limitation, any Owner or any guest, invitee, lessee, tenant, or family member of an Owner, occupying or otherwise using a Dwelling within the Development.

1.01.19 "Owner" shall mean one or more Persons, including Declarant, that own record title to a Lot or Dwelling and have the legal right to presently occupy such Lot or Dwelling, excluding, however, those Persons having such an interest under a Mortgage. If more than one Person holds the record title to any Lot or Dwelling, all of them shall be deemed a single record owner and shall be a single member of the Association by virtue of their ownership of the Lot or Dwelling.

1.01.20 "Party Wall" and "Party Wall Agreement" is the shared wall between Dwellings and the provisions contained in this Declaration with respect to maintenance, repair and reconstruction of the Party Wall.

1.01.21 "Person" shall mean a natural person, corporation, partnership, limited liability company, association, trust, or other legal entity or any combination thereof.

1.01.22 "Property" shall mean those tracts or parcels of land described in Exhibit "A", together with all improvements thereon, or any portion thereof, together with all improvements thereon.

1.01.23 "Site Plan" shall mean those certain plats of Porches at Arbor Creek Addition, filed as of the date of this Declaration or thereafter concerning any portion of the Property. As of the date of this Declaration, the following plats have been recorded in the Office of the County Clerk for Oklahoma County, Oklahoma:

| <u>Blocks</u> | <u>Book</u> | <u>Page</u> | <u>Record Date</u> |
|---------------|-------------|-------------|--------------------|
| 1, 2, 15 | 70 | 2 | August 1, 2012 |
| 14 | 70 | 11 | August 20, 2012 |
| 6, 7 | 70 | 74 | April 19, 2013 |

The term "Site Plan" shall also include any future revisions, amendments and subdivisions thereof or any subdivision plat for any portion of the Property as may be recorded from time to time in the Office of the County Clerk for Oklahoma County, Oklahoma.

ARTICLE 2

PLAN OF DEVELOPMENT

2.01 Plans of Development of Property. The real property which is, and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to this Declaration, is shown and described in Exhibit "A" including, but not limited to, the Lots, Dwellings, roads, utility systems and drainage systems along with the Common Areas and other improvements serving the Lots, Dwellings, and Common Areas to the extent the same are from time to time installed and existing. Declarant shall have the right, but not the obligation, for so long as Declarant owns any Lot or Dwelling primarily for the purpose of sale, to make improvements and changes to any such Lot or Dwelling owned by the Declarant or to any Common Area, including without limitation: (i) installation and maintenance of any improvements in and to the Common Areas, including without limitation landscaping and other improvements to the entrance of the Development, (ii) changes in the location of the boundaries of any Lots, Dwellings, and designated Common Areas, (iii) installation and maintenance of any streets, water, sewer, and other utility systems and facilities, and (iv) installation of security and/or refuse facilities.

ARTICLE 3

PROPERTY RIGHTS

3.01 Owners of Lots or Dwellings. Each Lot and Dwelling shall for all purposes constitute real property which, subject to the provisions of this Declaration, may be conveyed, transferred, and encumbered the same as any other real property. Each Owner shall be entitled to the exclusive ownership and possession of his or her Lot or Dwelling subject to the provisions of this Declaration, including without limitation, the provisions of this Article 3 and the Party Wall Agreement. The ownership of each Lot or Dwelling shall include, and there shall pass with each Lot and Dwelling as an appurtenance thereto, whether or not separately described, all of the right and interest in and to the Common Areas as established hereunder, which shall include, but not be limited to, membership in the Association. Each Owner shall automatically become a member of the Association, shall remain a member thereof until such time as his or her ownership ceases for any reason, at which time his or her membership in the Association shall

automatically pass to the successor-in-title to his or her Lot or Dwelling and such successor-in-title shall have such rights and obligations of membership as hereinafter set forth in Article 4.

3.02 Use and Enjoyment by Owners. Subject to the provisions of this Declaration and the rules, regulations, fees, and charges from time to time established by the Board of Directors in accordance with the Bylaws and the terms hereof, every Owner, his or her family, tenants, and guests shall have a non-exclusive right, privilege, and easement for the use and enjoyment in and to the Common Areas, such easement to be appurtenant to and to pass and run with title to each Lot and Dwelling, subject to the following provisions:

3.02.01 Borrow Money. The right of the Association to borrow money: (i) for the purpose of improving the Development, or any portion thereof, (ii) for acquiring additional Common Areas, (iii) for constructing, repairing, maintaining or improving any streets or other facilities located or to be located within the Development, or (iv) for providing the services authorized herein, and, subject to the provisions of Section 7.02 hereof, to give as security for the payment of any such loan a Mortgage or other security instrument conveying all or any portion of the Common Areas; provided, however, that the lien and encumbrance of any such security instrument given by the Association, shall be subject and subordinate to any and all rights, interest, options, licenses, easements, and privileges herein reserved or established for the benefit of Declarant, any Owner, or the holder of any Mortgage, irrespective of when such Mortgage is executed or given.

3.02.02 Reservations to Declarant. The rights and easements reserved to Declarant in this Article 3.

3.02.03 Grant and Accept Easements. The right of the Association to grant and accept easements as provided in Section 3.06 hereof and to dedicate or transfer fee simple title to all or any portion of the Common Areas to any public agency or authority, governmental authority, body politic, public service district, public or private utility, or other person; provided that any such transfer of the fee simple title must be approved by a majority of those present in Person or by proxy at a duly held meeting of the Association and by Declarant, for so long as Declarant owns any Lot or Dwelling primarily for the purpose of sale.

3.02.04 Access Rights. The rights and easements reserved in Section 3.03 hereof for the benefit of the Association, its directors, officers, agents, and employees.

3.02.05 Additional Property. The rights and easements reserved in Article 3 hereof for the benefit of any additional property.

3.03 Access. All Owners, by accepting title to Lots, Dwellings, lands, or other improvements conveyed subject to this Declaration, waive all rights of uncontrolled and unlimited access, ingress, and egress to and from such Lot, Dwelling, lands, or other improvements and acknowledge and agree that the means of access and ingress and egress to Lots, Dwellings, lands or improvements shall be limited to roads, sidewalks, walkways, trails, and waterways located within the Development by Declarant; provided that pedestrian and

vehicular access for Owners, and their guests, and invitees to and from all Lots and Dwellings shall be provided at all times. Declarant shall have the right, within its sole discretion without the additional consent of any Owners, from time to time to relocate and change the directions, width and orientation of the roads, sidewalks, walkways, trails and waterways located within the Development; provided, however, that such relocated roads, sidewalks, walkways, trails and waterways shall provide a convenient and adequate means of access to the Lots and Dwellings within the Development. Declarant reserves the right to restrict access over all the roads within the Development as it deems appropriate, so long as Owners possess an adequate and convenient means of access to Lots and Dwellings located in the Development.

3.04 Easements for Declarant. During the period that Declarant owns any Lot or Dwelling primarily for the purpose of sale, Declarant shall have an alienable and transferable right and easement on, over, through, under, and across all Lots and the Common Areas for the purpose of constructing Dwellings, and other improvements in and to the Lots and any additional property and for installing, maintaining, repairing, and replacing such other improvements to the Property (including portions of Common Areas) as are contemplated by this Declaration or as Declarant desires, in its sole discretion, including, without limitation, any improvements or changes permitted and described by Article 2 hereof, and for the purpose of doing all things reasonably necessary and proper in connection therewith; provided in no event shall Declarant have the obligation to do any of the foregoing.

3.05 Changes in Boundaries; Additions to Designated Common Areas. Declarant expressly reserves for itself and its affiliates and successors the right to change and realign the boundaries of the designated Common Areas and any Lots or Dwellings owned by Declarant, including the realignment of boundaries between adjacent Lots and/or Dwellings owned by Declarant; provided that any such change or realignment of boundaries shall not materially decrease the acreage of the designated Common Areas and shall be evidenced by a revision of or an addition to the Site Plan which shall be recorded in the records of the County Clerk for Oklahoma County, Oklahoma. In addition, Declarant reserves the right, but shall not have the obligation, to convey to the Association at any time and from time to time any Common Areas and as an addition to the Common Areas: (i) any lakes, pond or fresh water wetlands owned by Declarant which are located on the Property and (ii) any streets, roads, or rights-of-way located within the Development.

3.06 Easements for Utilities. There is hereby reserved for the benefit of Declarant, the Association, and their respective successors and assigns, the alienable, transferable, and perpetual right and easement as well as the power to grant and accept easements to and from any public authority or agency, public service district, public or private utility or other Person, upon, over, under, and across: (i) all of the Common Areas, (ii) all land located within any utility easement described in the Site Plan, and (iii) the attic or crawlspace of all Dwellings, for the purpose of installing, replacing, repairing, maintaining, and using master television antenna and/or cable systems, security and similar systems, and all utilities, including, but not limited to storm sewers and drainage systems and electrical, gas, telephone, data, cable or satellite television, water, sewer, advanced water treatment, and irrigation lines. To the extent

practicable, all utility lines and facilities serving the Development and located therein shall be located underground.

3.07 Easements for Association. There is hereby reserved a general right and easement for the benefit of the Association, its directors, officers, agents, and employees, including, but not limited to, any manager employed by the Association and any employees of such manager, to enter upon any Lot or Dwelling, or any portion thereof in the performance of their respective duties. Except for ordinary lawn, sprinkler and landscaping maintenance or in the event of an emergency, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to and with permission of the Owner, or Occupant of the Lot or Dwelling directly affected thereby.

3.08 Sales and Construction Offices. Notwithstanding any provisions or restrictions herein to the contrary, there is hereby reserved for the benefit of Declarant and its affiliates, successors and assigns and other Builders approved by Declarant, the alienable and transferable right and easement in and to the Property for the construction and maintenance of signs, sales offices, construction offices, business offices, and model Dwellings, together with such other facilities as in the sole opinion of Declarant may be reasonably required, convenient, or incidental to the completion of improvements, or sale of Lots, Dwellings, or Common Areas for so long as Declarant owns any Lot or Dwelling primarily for the purpose of sale. Declarant and other approved builders (but only with Declarant's consent) shall have the right to locate the above-described sales and construction offices within any property owned by Declarant without the additional consent of any Owners, and any invitees of Declarant or other approved builders may park in the streets of the Property.

3.09 Maintenance and Maintenance Easement. Each Owner shall keep all shrubs, trees, grass and plantings of every kind on his or her Lot, including set back areas, planted areas between adjacent sidewalks and the street curb, if any, and any other area, including a portion of the Common Area located between the boundary line of his or her Lot or Dwelling, and the street or other property on which such Owner's Lot or Dwelling abuts, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material, and shall take appropriate steps to prevent and retard erosion of such Owner's Lot or Dwelling including, but not limited to, maintenance of any drainage and environmental easement which may exist on a portion of such Lot or Dwelling; provided, however, that such Owner shall not be responsible for maintenance of any maintenance as to which Declarant or the Association has assumed, pursuant to this Declaration or otherwise in writing, the responsibility for maintenance. If an Owner fails to perform the maintenance described above, Declarant, the Association, or their authorized agents shall have the right at any reasonable time to enter upon any Lot or Dwelling of an Owner to plant, replace, maintain, and locate thereon, and take such measures as may be reasonably necessary to perform such maintenance and to prevent or retard erosion, and the cost thereof shall be assessed to the Owner as hereafter provided. The cost of such maintenance shall be a personal liability of the Owner. The Owner shall reimburse the Association or Declarant for the cost of such maintenance immediately upon being given notice in writing of the cost thereof. In the event reimbursement is not made to the Association or Declarant within three (3) days after

such notice to the Owner, then the cost of such maintenance shall become a lien on the Owner's Lot or Dwelling, which lien may be enforced by the Association in the same manner as provided in the Declaration for enforcement of delinquent Assessments.

3.10 Environmental Easement. There is hereby reserved for the benefit of Declarant, the Association, and their respective agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and easement on, over, and across all Lots and all unimproved portions of Dwellings for the purpose of taking any action necessary to effect compliance with environmental rules, regulations or procedures from time to time promulgated or instituted by the Board of Directors or by any governmental entity, such easement to include, without limitation, the right to implement erosion control procedures and practices, the right to drain standing water, and the right to dispense pesticides and herbicides.

3.11 Wells and Effluent. There is hereby reserved for the benefit of Declarant and its affiliates, agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and easement: (i) to pump water from lakes, ponds, waterways (natural and man-made), basins, water dependent structures, and other bodies of water located within the Development for the purpose of irrigating any portions of the Development, (ii) to drill, install, locate, maintain, and use wells, pumping stations, water towers, siltation basins and tanks, and related water and treatment facilities and systems within the Common Areas and/or effluent available lands within the Development for irrigation of the Common Areas and property owned by Declarant, or (iii) to spray or locate any treated sewage effluent within the Common Areas, or upon any Lot or upon unimproved portions of any Dwelling. Except as set forth above, the pumping of water from any pond, lake or other body of water within the Development for any purpose other than fire fighting is prohibited without the express written permission of the Declarant. Declarant, at its sole option, may transfer any water well and associated equipment to the Association, who shall succeed to the rights of the Declarant under this section with respect to such water well and equipment.

3.12 Party Wall Agreement. Each Owner shall own that portion of any Party Wall lying within the Lot owned by said Owner, subject to the terms of this Declaration, and specifically, this Party Wall Agreement:

3.12.01 Easement. Each Owner is hereby granted a mutual reciprocal easement for maintenance, repair or replacement of any Party Wall or any utilities located therein a portion of which is located on such Owners' Lot.

3.12.02 Prohibitions; No Encroachment. No owner shall commit or omit any act, the result of which is to impair the structural or acoustical integrity of the Party Wall or is an infringement of an adjoining Owners' rights in any Party Wall. In the event that any Party Wall is not built equally on a property line between Lots, or some portion of the Party Wall or Dwelling as originally built protrudes onto the Lot of an adjacent Owner, such Party Wall or protrusion shall not be deemed to be an encroachment upon the adjoining Lot, nor shall any action be maintained for the removal of, or for damages resulting from, such Party Wall or protrusion. It shall be deemed that each Owner has granted a perpetual reciprocal easement to

the adjoining Owner and to the Association for continuing maintenance and use of any such protrusion or Party wall.

3.12.03 Destruction; Repair and Replacement. If a Party Wall is destroyed or damaged by any casualty, the Owners of Lots abutting such Party Wall shall jointly restore it substantially to its original form, and they shall contribute equally to the cost of restoration thereof without prejudice to the right of any such Owner to bring an action for a larger contribution from the other Owner under any rules of law or set forth in this Declaration regarding liability for negligent or willful acts or omissions. Destruction or damage to any Party Wall shall not cause the termination of any rights of any adjoining Owners thereto and such Owners will retain those rights set forth in this Declaration with respect to any reconstruction or replacement of any Party Wall. An Owner who by his negligent or willful act causes a Party Wall to be damaged or destroyed shall immediately have the Party Wall repaired or replaced and shall bear the entire cost of such repair or replacement. If the Owner causing the damage or destruction shall fail to immediately repair or replace the Party Wall, any adjoining Owner shall have the option of doing so and shall have a claim against the Owner causing the damage or destruction for the reasonable cost of the repair or replacement and for any attorneys' fees incurred in recovering such cost. The rights of any Owner to contribution described in this paragraph shall be appurtenant to the land and shall pass to any subsequent owner.

3.13 No Partition. There shall be no judicial partition of the Development or any part thereof, nor shall any Person acquiring any interest in the Development or any part thereof seek any such judicial partition unless the Development has been removed from the provisions of this Declaration.

ARTICLE 4

MEMBERSHIP

4.01 Voting. The Association shall have two (2) classes of voting membership:

(a) Class A. Class A members shall consist of all Owners of Lots or Dwellings not owned by Declarant. Class A members shall be entitled to one (1) vote for each Lot or Dwelling owned.

(b) Class B. The sole class B member shall be the Declarant, who shall be entitled to five (5) votes for each Lot or Dwelling owned by Declarant. Upon sale of a Lot or Dwelling by Declarant, the Owner of such Lot or Dwelling shall become a class A member with respect to such Lot or Dwelling. Class B shall cease and be converted to a Class A membership with respect to all Lots or Dwellings owned by Declarant upon the earlier of the occurrence of any of the following events: (i) Declarant in its sole discretion so determines and notifies the Association in writing; (ii) Ninety (90) days following the date Declarant has sold all Lots Declarant holds primarily for sale; or (iii) January 1, 2030.

4.02 Membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Dwelling, and ownership of a Lot or Dwelling shall be the sole qualification for such membership. In the event that record title to a Lot or Dwelling is transferred or otherwise conveyed, the membership in the Association which is appurtenant thereto shall automatically pass to such transferee. The foregoing is not intended to include Mortgagees or any other Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate or otherwise affect an Owner's membership in the Association. Where a Mortgagee or other Person holding an interest in a Dwelling or Lot as security for the performance of an obligation acquires title to such Lot or Dwelling through a Foreclosure, such Mortgagee or other transferee shall be subject to this Declaration in all respects and shall be deemed to have membership in the Association upon acquiring title to such Lot or Dwelling. No Owner, whether one or more Persons, shall have more than one membership per Lot or Dwelling. In the event of multiple Owners of a Lot or Dwelling, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote and to hold an office in the Association, may be exercised by a member, but in no event shall more than one vote be cast or more than one office held for each Lot or Dwelling (excluding the Class B member). When more than one Person holds an interest in any Lot or Dwelling, the vote for such Lot or Dwelling shall be exercised as those Owners of such Lot or Dwelling determine and notify the Secretary or an Assistant Secretary of the Association prior to any meeting. In the absence of such notice, the vote appurtenant to such Lot or Dwelling shall be suspended in the event more than one Person seeks to exercise it. Such a suspended vote shall be counted for the purpose of calculating a quorum, but such a suspended vote shall not be cast with regard to voting matters of the Association until the Persons owning such Lot or Dwelling determine how such vote shall be cast and so advise the Secretary or Assistant Secretary of the Association.

ARTICLE 5

MAINTENANCE

5.01 Responsibilities of Owners. Unless specifically identified herein as being the responsibility of the Association, all maintenance and repair of Lots and Dwellings, together with all other improvements thereon or therein and all lawns, landscaping, and grounds on and within a Lot or Dwelling shall be the responsibility of the Owner of such Lot or Dwelling. Each Owner shall be responsible for maintaining his or her Lot or Dwelling, as the case may be, in a neat, clean, and sanitary condition, and such responsibility shall include the maintenance and care of all exterior surfaces of all Dwellings, buildings, and other structures and all lawns, trees, shrubs, hedges, grass, and other landscaping. As provided in Section 5.03 hereof, each Owner shall also be obligated to pay for the costs incurred by the Association for repairing, replacing, maintaining, or cleaning any item which is the responsibility of such Owner and which such Owner fails or refuses to discharge. Except for the Declarant, no Owner shall: (i) place any improvement on any Lot or Dwelling unless plans for such improvement have been first approved, in writing, by the Committee in accordance with the Building Guidelines and as provided in Article 9 hereof, (ii) decorate, change, or otherwise alter the appearance of any

portion of the exterior of a Dwelling, building or other improvement (including changing paint color) or the landscaping, grounds, or other improvements within a Lot unless such decoration, change, or alteration is first approved, in writing, by the Committee in accordance with the Building Guidelines and as provided in Article 9 hereof, or (iii) do any work which, in the reasonable opinion of the Committee, would jeopardize the soundness and safety of the Development, reduce the value thereof, or impair any easement or hereditaments thereto, without in every such case obtaining the written approval of the Committee and the Declarant so long as Declarant owns any Lot or Dwelling primarily for the purpose of sale.

5.02 Association's Responsibility. Except as may be herein otherwise specifically provided, the Association shall maintain and keep in good repair all portions of the Common Areas, which responsibility shall include the maintenance, repair, and replacement of: (i) all walks, trails, lakes, ponds, streets, front gates, parking lots, landscaping, landscaped areas, and other improvements situated within the Common Areas, and (ii) such security gates and systems and utility lines, pipes, plumbing, wires, conduits, and related systems which are a part of the Common Areas and which are not maintained by a public authority, public service district, public or private utility, or other Person. It shall be the sole responsibility of the Association to maintain any structures and associated equipment and personal property located on the Common Area. It shall also be the sole responsibility of the Association to maintain the lawn, landscaping and sprinkler systems located on each Lot (including planting and maintenance of perennial shrubs, trees and lawns, but excluding annual plantings such as flowers) in a manner which the Association, in its sole discretion, deems appropriate for the beauty and benefit of the Property. It shall further be the responsibility of the Association to cause the exterior painted surfaces of each Dwelling to be repainted no less frequently than every ten years following the completion of all Dwellings in a particular multi-Dwelling structure. The Association shall not be liable for injury or damage to any Person or property: (A) caused by weather conditions or by any Owner or any other Person not acting as either an agent or employee of the Association, (B) resulting from any rain or other surface water which may leak or flow from any portion of the Common Areas, (C) caused by the acts or omissions of Association employees or contractors in carrying out their maintenance obligations under these Declarations unless such act or omission was intentional or grossly negligent or (D) caused by any pipe, plumbing, sprinkler system, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, becoming out of repair, nor shall the Association be liable to any Owner for loss or damage, by theft or otherwise, of any property of such Owner which may be stored in or upon any portion of the Common Areas or any other portion of the Property. No diminution or abatement of Assessments, fees, or charges shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay such Assessments, fees, and charges being a separate and independent covenant on the part of each Owner.

5.03 Failure by Owners to Maintain. In the event that Declarant or the Board of Directors determines that: (i) any Owner has failed or refused to discharge properly his or her obligations with regard to the maintenance, cleaning, repair, or replacement of items for which he or she is responsible hereunder, or (ii) the need for maintenance, cleaning, repair, or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, his or her family, tenants, guests, or invitees, and is not covered or paid for by insurance in whole or in part, then, in either event, Declarant or the Association, except in the event of an emergency situation, may give such Owner written notice of Declarant's or the Association's intent to provide such necessary maintenance, cleaning, repair, or replacement, at the sole cost and expense of such Owner and setting forth with reasonable particularity the maintenance, cleaning, repairs, or replacement deemed necessary. Except in the event of emergency situations, such Owner shall have fifteen (15) days within which to complete maintenance, cleaning, repair or replacement in a good and workmanlike manner, or in the event that such maintenance, cleaning, repair, or replacement is not capable of completion within said fifteen (15) day period, to commence said maintenance, cleaning, repair, or replacement and diligently proceed to complete the same in a good and workmanlike manner. In the event of emergency situations or the failure of any Owner to comply with the provisions hereof after such notice, Declarant or the Association may provide (but shall not have the obligation to so provide) any such maintenance, cleaning, repair, or replacement at the sole cost and expense of such Owner and said cost shall be added to and become a part of the Assessments to which such Owner and his or her Lot or Dwelling are subject and shall become a lien against such Lot or Dwelling. In the event that Declarant undertakes such maintenance, cleaning, repair or replacement, the Association shall promptly reimburse Declarant for Declarant's costs and expenses.

ARTICLE 6

INSURANCE AND CASUALTY LOSSES

6.01 Insurance. The Board of Directors or its duly authorized agents shall have the authority to and shall obtain insurance for the improvements in the Common Areas, in such form as the Board deems appropriate, for the benefit of the Association, insuring all insurable improvements in and to the Common Areas against loss or damage by fire or other hazards, including, without limitation, extended coverage, flood, vandalism, and malicious mischief, such coverage to be in an amount sufficient to cover the full replacement cost (without depreciation but subject to such deductible levels as are deemed reasonable by the Board) of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board or its duly authorized agents shall have the authority to and shall obtain and continue in effect a public liability policy covering all the Common Areas and all damage or injury caused by the negligence of the Association, its members, directors, officers, or any agents. Such public liability policy shall provide such coverages as are determined to be necessary by the Board of Directors. The Board or its duly authorized agents shall have the authority and shall obtain: (i) workers' compensation insurance to the extent necessary to comply with any applicable laws, and (ii) such other types and amounts of insurance as may be determined by the Board to be

necessary or desirable. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association, and the costs of all such coverage shall be a Common Expense. Exclusive authority to adjust losses under policies obtained by the Association and hereafter in force with respect to the Development shall be vested in the Board of Directors. Insofar as permitted by law, to the extent the Board determines insurance coverage is necessary, the Association shall be required to make every effort to secure insurance policies with the provisions hereinafter set forth.

6.02 Owners' Insurance. Each Owner shall be required to purchase a comprehensive liability and blanket fire and hazard insurance policy which shall be maintained in force at all times with the premium timely paid by the Owner. Such insurance shall be obtained from a reputable insurance company or companies licensed to do business in the State of Oklahoma. Such policies shall insure against loss from accident, fire, hail, wind and such other hazards as are normally covered by homeowner's insurance in Oklahoma and shall insure all structures and improvements on the Lot and all personal property located in the Dwelling. The limits of such insurance shall be no less than one hundred percent of the value of the property insured and shall have a deductible of no more than \$2,500.00. Such policies shall have endorsements to cover Party Walls and must be in a form acceptable to the Association and include a provision that the Association will be notified in writing at least thirty days prior to cancellation of such policies. Each Owner shall at all times maintain on file with the Association a current certificate of insurance demonstrating compliance with the requirements of this section.

6.03 Casualty Losses. In the event of damage or destruction by fire or other casualty to any Lots or Dwellings, the Owner of such Lot or Dwelling responsible for the repair and replacement thereof, as the case may be, shall promptly repair or reconstruct such Lot or Dwelling to substantially the same condition as existed prior to such fire or other casualty and in accordance with all applicable Building Guidelines, standards, restrictions, and provisions of this Declaration and the Committee (including, without limitation, Article 9 hereof). Proceeds of any applicable insurance shall be used to fund such repair or replacement. All such work or repair or construction shall be commenced promptly following such damage or destruction and shall be carried through diligently to conclusion. Owners of Dwellings in the same physical structure shall cooperate to repair such structure. Provided, however, that should more than one-half of the Dwellings in the Development be destroyed and seventy-five percent of the Owners and the Association agree in writing, then the owners choosing not to rebuild shall clear their Lots of debris and may sell those Lots as undeveloped Lots, subject to these Declarations.

ARTICLE 7

ADMINISTRATION

7.01 Common Areas. The Association, subject to the rights of Declarant and the rights and duties of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon (including furnishings and equipment related thereto) and shall keep the same in a good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions thereof. Except to

the extent otherwise required by the provisions of the applicable laws relating to nonprofit corporations, this Declaration, the Bylaws, or the Certificate of Incorporation, the powers herein or otherwise granted to the Association may be exercised by the Board of Directors, acting through the officers of the Association, without any further consent or action on the part of the Owners.

7.02 Duties and Powers. The duties and powers of the Association shall be those set forth in the provisions of the applicable laws relating to nonprofit corporations, this Declaration, the Bylaws, and the Certificate of Incorporation, together with those reasonably implied to effect the purposes of the Association; provided, however, that if there are conflicts or inconsistencies between such laws, this Declaration, the Bylaws, or the Certificate of Incorporation, the provisions of the laws, this Declaration, the Bylaws, or the Certificate of Incorporation, in that order, shall prevail, and each Owner of a Lot or Dwelling by acceptance of a deed or other conveyance therefore, grants to the Board a power of attorney to vote in favor of such amendments as will remove such conflicts or inconsistencies. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, together with every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege. Such powers of the Association shall include, but shall not be limited to, the power to purchase or otherwise receive title to one or more Lots, Dwellings, or Common Areas and to hold, lease, mortgage, sell, and convey the same. Such powers include, but shall not be limited to, arranging with governmental agencies, public service districts, public or private utilities, or others, as a Common Expense or by billing directly to Owners of Lots and Dwellings, to furnish trash collections, water, sewer, and/or security service or a security guard for the Common Areas and/or the Lots, and/or Dwellings. Notwithstanding the provisions of this Declaration to the contrary, unless and until Declarant relinquishes the right to appoint and remove members of the Board as provided under Section 11.01, as long as Declarant shall own any Lot or Dwelling primarily for the purpose of sale, the Association shall not, without the consent of Declarant, borrow money or pledge, mortgage, or hypothecate all or any portion of the Common Areas.

7.03 Agreements. Subject to the prior approval of Declarant as long as Declarant owns a Lot or Dwelling primarily for the purpose of sale, all agreements and actions lawfully authorized by the Board of Directors shall be binding upon all Owners, their heirs, legal representatives, successors, and assigns, and all others having an interest in the Development or the privilege of possession and enjoyment of any part of the Development, and, in performing its responsibilities hereunder, the Association, through its Board of Directors, shall have the authority to delegate to Persons of its choice such duties of the Association as may be determined by the Board of Directors. In furtherance of the foregoing and not in limitation thereof, the Association may obtain and pay for the services of any Person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall deem necessary or desirable for the proper operation of the Development, whether such personnel are furnished or employed directly by the Association or by any Person or entity with whom or with which it contracts. All costs and expenses incident to the employment of a manager shall be a Common Expense. During the term of such management agreement, such manager may, if

authorized by the Board of Directors, exercise all of the powers and shall be responsible for the performance of all the duties of the Association, excepting any of those powers or duties specifically and exclusively reserved to the directors, officers, or members of the Association by this Declaration or the Bylaws. Such manager may be an individual, corporation, or other legal entity, as the Board of Directors shall determine, and may be bonded in such a manner as the Board of Directors may require, with the cost of acquiring any such bond to be a Common Expense. In addition, the Association may pay for, and the Board of Directors may hire and contract for, such legal, accounting and other professional services as are necessary or desirable in connection with the operation of the Development or the enforcement of this Declaration, the Bylaws, or the rules and regulations of the Association.

7.04 Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire and hold tangible and intangible personal property and real property and may dispose of the same by sale or otherwise. All funds received and title to all properties acquired by the Association and the proceeds thereof, after deducting therefrom the costs incurred by the Association in acquiring or selling the same, shall be held by and for the benefit of the Association.

7.05 Rules and Regulations. As provided in Article 10 hereof, the Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the sale of the Lots, and Dwellings, which rules and regulations shall be consistent with the rights and duties established by this Declaration.

ARTICLE 8

ASSESSMENTS

8.01 Purpose of Assessments. The Assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and Occupants of the Development and maintaining the Development and improvements therein, all as may be more specifically authorized from time to time by the Board of Directors.

8.02 Creation of Lien and Personal Obligation of Assessments. Each Owner of a Lot or Dwelling, by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association: (i) annual Assessments to be established and collected as provided in Section 8.03 hereof, (ii) special Assessments to be established and collected as provided in Section 8.05 hereof, (iii) individual or specific Assessments against any particular Lot or Dwelling, which are established pursuant to the terms of this Declaration, including, but not limited to, those that may be imposed against such Lot or Dwelling, in accordance with Article 10 hereof. Any such Assessments, together with late charges, simple interest at eighteen percent (18%) per annum, and court costs and attorneys' fees incurred to enforce or collect such Assessments, shall be an equitable charge and a continuing lien upon the Lot or Dwelling, the Owner of which is responsible for payment. Each Owner shall be personally liable for Assessments coming due

while he or she is the Owner of a Lot or Dwelling, and his or her grantee shall take title to such Lot or Dwelling subject to the equitable charge and continuing lien therefor, but without prejudice to the rights of such grantee to recover from his or her grantor any amounts paid by such grantee therefor. In the event of co-ownership of any Lot or Dwelling, all of such co-owners shall be jointly and severally liable for the entire amount of such Assessments. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors; provided that, unless otherwise provided by the Board, the annual Assessments shall be paid in advance at the beginning of the fiscal year of the Association. The Declarant shall not pay any Assessments for Lots or Dwellings owned by Declarant.

8.03 Computation of Annual Assessments. It shall be the duty of the Board at least thirty (30) days prior to the Association's annual meeting to prepare a budget covering the estimated Common Expenses during the coming year, such budget to include a capital contribution or reserve account if necessary for the capital needs of the Association. The Board shall cause a copy of the budget and the proposed total of the annual Assessments to be levied against Lots and Dwellings for the following year to be delivered to each Owner at least fifteen (15) days prior to such meeting. The budget and the annual Assessments shall become effective unless disapproved at the annual meeting by either: (i) Declarant, as long as Declarant has the authority to appoint and remove directors and officers of the Association pursuant to Article 11, or (ii) a vote of a majority of the votes of the Owners in Class A and Class B, if applicable, who are voting in Person or by proxy at such meeting. Notwithstanding the foregoing, in the event the proposed budget is not approved or the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget and annual Assessments in effect for the then current year shall be increased in proportion by the greater of either ten (10%) percent of the budget and annual Assessments for the previous year or by the percentage increase, if any, of the Consumer Price Index (all Urban Consumers, United States City Average, All Items 1982-1984=100, or its successor index) over the preceding year, and such increased budget shall be implemented for the succeeding year, until a new budget shall have been approved as provided above. If any budget at any time proves inadequate for any reason, then the Board may call a meeting of the Association for the approval of a special Assessment as provided in Section 8.05 hereof. The Owner of each Lot or Dwelling shall pay annual Assessments, if any, beginning on April 30, 2013. Class A members shall pay an amount not less than \$995 per year per lot or Dwelling. Class B members shall not be assessed or pay annual Assessments.

8.04 Common Expenses. The Common Expenses to be funded by the annual Assessments may include, but shall not necessarily be limited to, the following: (i) Management fees and expenses of administration, including legal and accounting fees; (ii) Utility charges for utilities serving the Common Areas and charges for other common services for the Development, including trash collection and security services, if any such services or charges are provided or paid by the Association; (iii) The cost of any policies of insurance purchased for the benefit of the Association as required or permitted by this Declaration, including fire, flood, and other hazard coverage, public liability coverage, and such other insurance coverage as the Board of Directors determines to be in the interests of the Association; (iv) The expenses of maintenance,

operation, and repair of those portions of the Common Areas, Lots and Dwellings which are the responsibility of the Association under the provisions of this Declaration; (v) The expenses of maintenance, operation, replacement and repair of other equipment, personal property or amenities and facilities serving the Development, the maintenance, operation, and repair of which the Board from time to time determines to be in the best interest of the Association; (vi) The expenses of the Committee which are not defrayed by plan review charges; (vii) Ad valorem real and personal property taxes assessed and levied against the Common Areas; (viii) The expenses for conducting recreational, cultural, or other related programs for the benefit of the Owners and their families, tenants, guests, and invitees; (ix) Such other expenses as may be determined from time to time by the Board of Directors to be Common Expenses, including, without limitation, taxes and governmental charges not separately assessed against Lots or Dwellings; (x) The expenses of maintenance, operation, repair and reconstruction of any and all roadways, pathways, trails, lakes, waterways and landscaped areas within the Property and additional property which have not been designated as Common Areas but which have been conveyed to, and accepted by, the Association; (xi) All expenses associated with the acquisition and employment of individuals or entities supplying security services to the Association on behalf of the Owners of Lots and Dwellings within the Development; and (xii) The establishment and maintenance of a reasonable reserve fund or funds (including a reasonable reserve fund to defray the cost of the repainting requirement set forth herein): (a) for maintenance, repair, and replacement of those portions of the Common Areas which are the responsibility of the Association and which must be maintained, repaired, or replaced on a periodic basis; (b) to cover emergencies and repairs required as a result of casualties which are not funded by insurance proceeds; and (c) to cover unforeseen operating contingencies or deficiencies arising from unpaid Assessments or liens, as well as from emergency expenditures and other matters, all as may be authorized from time to time by the Board of Directors.

8.05 Special Assessments. In addition to the annual Assessments authorized above, the Association, acting through its Board of Directors, may levy, in any assessment year, special Assessments for Common Expenses, applicable to that year only; provided that, any such Assessments shall be approved by: (i) Declarant, as long as Declarant owns any Lot or Dwelling primarily for the purpose of sale, and (ii) by a majority vote of the Owners who are entitled to vote in Person or by proxy in Class A and Class B at a meeting duly called for this purpose in accordance with the provisions of Section 8.07 hereof. The Board of Directors may make such special Assessments payable in installments over a period which may, in the Board's discretion, extend in excess of the fiscal year in which adopted. Such special Assessments are to be prorated among the Lots and Dwellings as provided with respect to annual Assessments. Notwithstanding the foregoing, the Declarant shall not pay any Assessments for any Lot, Dwelling or for any Common Areas owned by Declarant.

8.06 Individual Assessments. Any expenses of the Association occasioned by the conduct of less than all of the Owners or by the family, tenants, agents, guests, or invitees of any Owner shall be specially assessed against such Owners and their respective Lots or Dwellings. The individual Assessments provided in this Section 8.06 shall be levied by the Board of

Directors, and the amount and due date of such Assessments so levied by the Board shall be as specified by the Board.

8.07 Notice of Meeting and Quorum. Written notice of the annual meeting of the Association, as well as any other meeting called for the purpose of taking any action authorized under this Article 8, shall be sent to all Owners not less than fifteen (15) days or more than forty-five (45) days in advance of such meetings. With respect to annual meetings, the presence of Owners or proxies entitled to cast over one-half ($\frac{1}{2}$) of all the votes in Class A and Class B of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be the presence in person or by proxy of Owners having one-third ($\frac{1}{3}$) of the total votes of Class A and Class B of the Association. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

8.08 Liens. All sums assessed against any Lot or Dwelling pursuant to this Declaration, together with court costs, reasonable attorneys' fees, late charges, and interest as provided herein, shall be secured by an equitable charge and continuing lien on such Lot or Dwelling in favor of the Association. Such liens shall be superior to all other liens and encumbrances on such Lot or Dwelling except only for: (i) liens of ad valorem taxes, and (ii) liens for all sums unpaid on a prior Mortgage or on any Mortgage of Declarant, or its affiliates, successors, or assigns, and all amounts advanced pursuant to any such Mortgage and secured thereby in accordance with the terms of such instrument.

8.09 Effect of Nonpayment: Remedies of the Association. Any Assessment or charge of an Owner or any portion thereof that is not paid when due shall be considered delinquent. Any Assessment or charge that is delinquent for a period of more than ten (10) days after the date when due shall incur a late charge in an amount as may be determined by the Board from time to time, but not to exceed five percent (5%) of the amount due, and shall also commence to accrue simple interest at the rate of eighteen percent (18%) per annum. A lien and equitable charge as herein provided for each Assessment or charge shall attach simultaneously as the same shall become due and payable, and if an Assessment or charge has not been paid within thirty (30) days, the entire unpaid balance of the Assessment or charge may be accelerated at the option of the Board and be declared due and payable in full. The continuing lien and equitable charge of such Assessment or charge shall include any late charge established by the Board of Directors, as provided above, interest on the principal amount due at the rate of eighteen percent (18%) per annum and all costs of collection (including reasonable attorneys' fees and court costs), and any other amounts provided or permitted hereunder or by law. In the event that the Assessment or charge remains unpaid after sixty (60) days from the original due date, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. The equitable charge and lien provided in this Article shall be in favor of the Association, and each Owner, by his or her acceptance of a deed or other conveyance to a Lot or Dwelling vests in the Association, and its agents the right and power to bring all actions against him or her personally for the collection of such Assessments and charges as a debt and/or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The Association shall

have the power to bid on the Lot or Dwelling at any foreclosure sale and to acquire, hold, lease, mortgage, and convey the same. No Owner may waive or otherwise escape liability for the Assessments and charges provided herein, including, by way of illustration but not limitation, non-use of the Common Areas or abandonment of his or her Lot or Dwelling, and an Owner shall remain personally liable for Assessments, charges, interest, and late charges which accrue prior to a sale, transfer, or other conveyance of his or her Lot or Dwelling.

8.10 Certificate. The Treasurer, Assistant Treasurer or the manager of the Association shall, within ten (10) days of a written request and upon payment of such fee as is from time to time determined by the Board of Directors, furnish to any Owner or Mortgagee that requests the same, a certificate in writing signed by said Treasurer, Assistant Treasurer, or manager setting forth whether the Assessments and charges for which such Owner is responsible have been paid and, if not paid, the outstanding amount due and owing, together with accrued interest, and other penalty charges. Such certificate shall be conclusive evidence, against all but such Owner, of payment of any Assessments and charges stated therein to have been paid.

ARTICLE 9

ARCHITECTURAL STANDARDS AND USE RESTRICTIONS

9.01 Purpose. In order to preserve the natural setting and beauty of the Development, to establish and preserve a harmonious and aesthetically pleasing design for the Development, and to protect and promote the value of the Development, the Lots, Dwellings, and all improvements located therein or thereon shall be subject to the restrictions set forth in this Article 9. Every grantee of any interest in the Development, by acceptance of a deed or other conveyance of such interest, agrees to be bound by the provisions of this Article 9.

9.02 Architectural Standards Committee. The Board of Directors shall establish the Architectural Standards Committee, hereinafter the "**Committee**" of not less than three (3) Owners. Upon the recording of this Declaration, the Declarant (or the Declarant's designated representative), at its option, shall serve as the initial Committee and shall continue to function as the Committee and administer the provisions of this Declaration until not less than one hundred percent (100%) of the Lots are sold and construction has been completed on all such Lots, at which time the Board of Directors shall establish a separate Committee as provided in this Section 9.02. During the tenure of the designees of Declarant as the Committee, the Committee shall possess all of the rights and powers and shall undertake all of the obligations and duties as set forth in this Article 9. Any member appointed by the Board may be removed with or without cause by the Board at any time by written notice to such appointee, and a successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former member. The Committee shall elect a chairman and he or she shall be the presiding officer at its meetings. The Committee shall meet when necessary to carry out its responsibilities, as well as upon call of the chairman, and all meetings shall be held at such places as may be designated by the chairman. A majority of the members of the Committee shall constitute a quorum for the transaction of business. An affirmative vote of a majority of those present in person or by proxy at a meeting of the Committee shall constitute the action of the Committee on any matter before it. The

Committee is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, attorneys, and/or other professionals in order to advise and assist the Committee in performing its functions set forth herein. The Committee is hereby empowered to establish and promulgate building guidelines that are no less restrictive than the requirements of these covenants (herein, the requirements of these covenants and any adopted building guidelines are referred to herein as "Building Guidelines") and architectural and landscaping policies and procedures to which all Owners must adhere, with the exception of Declarant, in undertaking any improvement within any Lot, Dwelling, or Common Area.

9.03 Permitted Improvements. No remodeling or improvements of any nature whatsoever shall be constructed, altered (including change of exterior paint color), added to, or maintained upon any part of the Development, without the prior written approval of the Committee, except: (i) for Dwellings and other improvements which are constructed by Declarant, (ii) such improvements as are approved by the Committee in accordance with this Article 9, or (iii) improvements which pursuant to this Article 9 do not require the consent of the Committee.

9.04 Construction of Improvements.

9.04.01 Construction of Homes. All Homes shall be constructed by Declarant or other contractors appointed in writing by Declarant. No Lot shall be sold by Declarant until after a Home has been constructed thereon.

9.04.02 Set-back Requirements; Location of Improvements. All buildings, structures, or other improvements (excepting sidewalks and driveways) on or with respect to any Lot or Dwelling shall be constructed in accordance with the Building Guidelines established by the Committee from time to time and shall be located only within the set-back lines specified on the Site Plan recorded at the time of submission of said Lots or Dwellings to this Declaration. To assure that Dwellings and other structures will be located so that the maximum view, privacy, and breeze will be available to each Dwelling or structure, Dwellings and structures will be located with regard to the topography of each Lot and Dwelling, and taking into consideration the location of trees and vegetation and other aesthetic and environmental considerations, as well as the precise site and location of any other Dwellings or structures within the Development.

9.04.03 Payment and Performance Bonds. The Committee, in its sole discretion, may require that any Owner, contractor and/or subcontractor for any planned improvements within the Development post payment and/or performance bonds with the Committee to ensure that such contractor or subcontractor shall satisfactorily complete such improvements, such bonds to be in the name of the Association and to be in form and amount satisfactory to the Committee. Furthermore, the Committee, in its sole discretion, may require that an Owner place in escrow with the Committee a sum of no more than Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) in order to ensure that completion of all improvements, including landscaping, in accordance with this Section 9.04 and in Section 9.06 hereof.

9.04.04 Maintenance of Lot During Construction Activities. The Owner of any Lot or Dwelling shall require his or her contractors to maintain the Lot or Dwelling, in a reasonably clean and uncluttered condition and all construction trash and debris shall be kept within refuse containers. Upon completion of construction, such Owner shall cause his or her contractors to immediately remove all equipment, tools, and construction material and debris from the Lot or Dwelling on which such construction has been completed.

9.05 Architectural Approval. To preserve the architectural and aesthetic appearance of the Development, no remodeling or construction of improvements of any nature whatsoever shall be commenced or maintained by any Owner other than Declarant, with respect to the construction of the exterior of any Dwelling or with respect to any other portion of the Development, including, without limitation, the construction or installation of sidewalks, driveways, parking lots, mail boxes, decks, patios, courtyards, swimming pools, tennis courts, greenhouses, playhouses, awnings, walls, fences, exterior lights, garages, guest or servants quarters, or other outbuildings, nor shall any exterior addition to or change or alteration therein be made, unless and until three (3) copies of the plans and specifications and related data shall have been submitted to and approved in writing by the Committee, as to: (i) compliance with this Declaration; (ii) the harmony of external design; (iii) location; (iv) quality of design, workmanship and materials; (v) appearance in relation to surrounding structures and topography; and (vi) architectural uniformity with surrounding structures including the Dwelling, by the Committee. The Committee shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable to the Association. In connection with approval rights and to prevent excessive drainage or surface water run-off, the Committee shall have the right to establish a maximum percentage of a Lot or Dwelling which may be covered by Dwellings, buildings, structures, or other improvements, which standards shall be promulgated on the basis of topography, percolation rate of the soil, soil types and conditions, vegetation cover, and other environmental factors. Following approval of any plans and specifications by the Committee, representatives of the Committee shall have the right during reasonable hours to enter upon and inspect any Lot or Dwelling, or other improvements with respect to which construction is underway to determine whether or not the plans and specifications therefore have been approved or whether or not construction is in compliance with approved plans. In the event that Committee shall determine that such plans and specifications have not been approved or construction is not in compliance with approved plans, the Committee shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications. Refusal of approval of plans and specifications may be based by the Committee upon any ground which is consistent with the objects and purposes of this Declaration, including purely aesthetic considerations, so long as such grounds are not arbitrary or capricious.

9.06 Landscaping.

9.06.01 Trees. Unless located within five (5) feet of a building or a recreational or parking facility, no trees, shrubs, bushes, or other vegetation having a trunk diameter of three

(3) inches or more at a point of four (4) feet above ground level, shall be cut, removed or mutilated by any Owner without obtaining the prior approval of the Committee; provided that dead or diseased trees which are inspected and certified as dead or diseased by the Committee or its representatives, as well as other dead or diseased shrubs, bushes, or other vegetation shall be cut and removed promptly from any Lot or Dwelling by the Owner of such Lot or Dwelling, as the case may be. If any Owner removes such a tree without the approval of the Committee as herein provided, the Owner shall replace the same with a tree of comparable value. In the event the Owner fails within thirty (30) days to satisfactorily replace the tree, the Owner shall pay the Association an assessment on demand in an amount not to exceed Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) per lost tree, and the Association shall have the right to enter the Property for the purpose of replacing the tree. Said assessment will become a lien on the property of the Owner, and all provisions relative to Assessments herein shall apply to these Assessments.

9.06.02 Approval Required. To preserve the aesthetic appearance of the Development, no landscaping, grading, excavation, or filling of any nature whatsoever shall be implemented and installed by any Owner other than Declarant, unless and until the plans therefore have been submitted to and approved in writing by the Committee. The provisions of Section 9.05 hereof regarding time for approval of plans, right to inspect, right to enjoin and/or require removal, etc. shall also be applicable to any proposed landscaping, clearing, grading, excavation, or filling. Such plans shall include a grading plan and calculation of the ratio of the area to be covered by grass lawns versus the area to be used otherwise, and the Committee shall be entitled to promulgate standards with respect to such ratios. Such landscape and grading plans shall be reviewed and approved with consideration to the harmony of the proposed landscape design to the environmental character in the surrounding area, integration of any structures and proposed landscaping to the character and nature of the surrounding area, the preservation of natural drainage patterns, the visual impact to surrounding areas and the establishment of adequate and sufficient shading and buffering with regard to the individual Lot or Dwelling to the surrounding area.

9.07 Approval Not a Guarantee. No approval of plans and specifications and no publication of architectural standards and Building Guidelines shall be construed as representing or implying that such plans, specifications, or standards will, if followed, result in properly designed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that any Dwelling or other improvement built in accordance therewith will be built in a good and workmanlike manner. None of Declarant, the Association, or the Committee shall be responsible or liable for any defects in any plans or specifications submitted, revised, or approved pursuant to the terms of this Article 9, nor any defects in construction undertaken pursuant to such plans and specifications.

9.08 Exterior Appearance.

9.08.01 Window Treatments. No foil or other reflective materials shall be used on any windows for sunscreens, blinds, shades, or other purposes, and all window treatments for

all Dwellings and other buildings and improvements within the Development shall conform to rules and regulations established by the Committee.

9.08.02 Window-mounted Heating and Air Units. No window-mounted heating or air-conditioning units shall be permitted within the Development.

9.08.03 Clotheslines. Outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed, or maintained, nor shall any clothing, rugs, or other item be hung on any railing, fence, hedge, or wall.

9.09 Signs. Except as may be required by legal proceedings, no signs or advertising posters of any kind shall be maintained or permitted within any windows or on the exterior of any improvements located within the Development, without the express written permission of the Committee. The approval of any signs and posters, including, without limitation, name and address signs, shall be upon such conditions as may be from time to time determined by the Committee and may be arbitrarily withheld. Notwithstanding the foregoing, the restrictions of this Section 9.09 shall not apply to Declarant. In addition, the Board of Directors, on behalf of the Association, shall have the right to erect reasonable and appropriate signs on any portion of the Common Areas.

9.10 Unauthorized Signs. Any signs or posters displayed within the Development in violation of Section 9.09 may be reviewed by Declarant, and Declarant shall have the right to enter upon the premises where such signs or posters are displayed for the purpose of removing the unauthorized sign or poster without it being deemed a trespass.

9.11 Antennas. No television antenna, radio or television receiver, or other similar device shall be attached to or installed on any portion of the Development, unless contained entirely within the interior of a building or other structure, nor shall radio or television signals, nor any other form of electromagnetic radiation, be permitted to originate from any Lot or Dwelling which may unreasonably interfere with the reception of television or radio signals within the Development; provided, however, the Declarant and the Association shall not be prohibited from installing equipment necessary for master antenna, security, cable television, mobile radio, or other similar systems within the Development. Notwithstanding the foregoing, satellite dishes may be installed provided such dishes are not within sight of the front elevation of the Dwelling and not more than thirty-six (36) inches in diameter.

9.12 Pets. No livestock shall be maintained on or in any of the Development. No other animals, including but not limited to, birds, fowl, poultry, fish or reptiles, shall be maintained on or in any of the Development, other than a maximum of three (3) generally recognized house or yard pets, and then only if they are kept, bred, or raised thereon solely as domestic pets and not for commercial purposes. No animal which makes an unreasonable amount of noise or is a nuisance shall be permitted. When outdoors all pets shall be on a leash, or shall be restrained by a fence or other suitable device. No structure for the care, housing, exercise or confinement of any animal shall be maintained on or in any of the Development so as to be visible from

neighboring property without the prior written consent of the Committee. Upon the written request of any Owner, the Committee may conclusively determine, in its sole and absolute discretion, whether, for the purposes of this Section, a particular animal is a generally recognized house or yard pet, or a nuisance, or whether the number of animals on any such property is reasonable; provided however, that horses, mules, donkeys, cattle, pigs, goats and sheep shall not be considered as house or yard pets hereunder. The Committee may from time to time establish rules and regulations regarding pets and animals within the Development, and any decision, rule or regulation established or rendered by the Committee shall be enforceable as other restrictions contained herein.

9.13 Refuse and Recycling Receptacles. Except on normal refuse pickup days and within 12 hours before and after such days, no refuse or recycling receptacle shall be left outside any Dwelling.

9.14 Nuisances. No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate upon any portion of the Development, nor shall any nuisance or odors be permitted to exist or operate upon or arise from the Development, so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to Persons using or occupying any other portions of the Development. Noxious or offensive activities shall not be permitted on any Lot or Dwelling or in any part of the Common Areas, and each Owner, his or her family, tenants, guests, invitees, servants, and agents shall refrain from any act or use of a Lot or Dwelling or of the Common Areas which could cause disorderly, unsightly, or unkempt conditions, or which could cause embarrassment, discomfort, annoyance, or nuisance to the Occupants of other portions of the Development or which could result in a cancellation of any insurance for any portion of the Development, or which would be in violation of any law or governmental code or regulation. Any waste, garbage, or refuse materials produced, occurring or resulting from the permitted activities conducted within any portion of the Property shall be stored, processed and transported away from the Property in a safe, neat, clean, efficient, healthy and sanitary manner. Any and all streets, roadways, driveways, and right-of-ways, including Common Area, shall be kept and maintained in a clean, safe, neat and efficient manner. All such streets, driveways, walkways, and right-of-ways shall be kept reasonably clean and free of leaves, limbs, excess soil and any and all other types of debris.

9.15 Motor Vehicles, Trailer, Boats, Etc. Each Owner shall provide for parking of automobiles off of streets and roads within the Development prior to occupancy of the Dwelling owned or maintained by such Owner. Subject to the terms of this Section, except wholly enclosed within a garage or on a driveway which has been approved by the Committee, there shall be no outside storage or overnight parking upon any Lot, street within the Development, Dwelling, or within any portion of the Common Areas of any vehicle, including, without limitation, any mobile home, trailer (either with or without wheels), motor home, tractor, truck (other than standard size or compact pick-up trucks), camper, motorized camper or trailer, boat or other watercraft, boat trailer, or any other related forms of transportation devices. Commercial vehicles are also prohibited from outside storage or parking, unless such vehicles are cars, standard size vans, or standard or compact size pick-up trucks. Furthermore, although not

expressly prohibited hereby, the Board of Directors may at any time prohibit mobile homes, motor homes, campers, trailers of any kind, motorcycles, motorized bicycles, motorized go-carts, and other similar vehicles, or any of them, from being kept, placed, stored, maintained, or operated upon any portion of the Development if in the opinion of the Board of Directors such prohibition shall be in the best interest of the Development. No Owners or other Occupants of any portion of the Development shall repair or restore any vehicle of any kind upon or within any Lot or Dwelling or within any portion of the Common Areas, except: (i) within enclosed garages or workshops, or (ii) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility. It is the intent of this provision that there be no on-street parking in the Development except for in emergencies or temporarily by visitors to a Dwelling (but not including overnight parking).

9.16 Sales and Construction Activities. Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, it shall be expressly permissible for Declarant and its agents, employees, successors, and assigns to maintain and carry on such facilities and activities as may be reasonably required, convenient, or incidental to the completion, improvement, and sale of Lots and/or Dwellings or the developing of Lots, Dwellings, and Common Areas in the Development, including, without limitation, the installation and operation of construction trailers and sales offices, signs and model Dwellings; provided that the location of any construction trailers of any assignees of Declarant under this Section 9.15 shall be subject to Declarant's approval. **The right to maintain and carry on such facilities and activities shall include specifically the right to use Dwellings as model residences, and to use any Dwelling as an office for the sale of Lots and/or Dwellings and for related activities.**

9.17 Driveways. Private driveways from the street to a Lot, Dwelling, or other improvements located on any Lot or garage and carport parking areas shall be concrete or other hard-surface approved by the Committee and shall be continuously maintained so as to avoid unsightly deterioration and the growth of the grass or any other plant on or through such surface. No driveway shall be constructed or altered without the prior written approval of the Committee, which shall consider the appearance, design and materials of said driveway and the effect the driveway may have on drainage affecting the Common Areas or any other Lot, or Dwelling.

9.18 Easements and Tenants. No Lot shall be further subdivided or separated into smaller lots or parcels by an Owner other than Declarant. No easement or other such partial interest in a Lot shall be conveyed or transferred by any Owner other than Declarant without the prior written approval of the Committee. No portion of a Lot, but for the entire Lot, together with the improvements thereon, may be rented.

9.19 Grading and Excavation. No improvement shall be constructed or maintained upon any Lot or Dwelling, without the prior written approval of the Committee which would in any way impede natural drainage. No grading, scraping, excavation or other rearranging or puncturing of any surface of any Lot or Dwelling, without the prior written approval of the Committee shall be commenced which will or may tend to interfere with, encroach upon or alter,

disturb or damage any surface or subsurface utility line, pipe, wire, or easement. Any such interference, encroachment, alteration, disturbance, or damage due to the negligence or intentional act of an Owner or his or her agents, contractors, or representatives will be the responsibility of such Owner and the owner of the line, pipe, wire, or easement, the Association or the Declarant may effect all necessary repairs and charge the cost of the same to such Owner. All grading and excavation should be completed in such a manner to minimize damage to the root systems of existing trees. All cutting, crushing, compacting and/or covering roots of trees should be minimized.

9.20 Repair of Buildings. No building or structure upon any property within the Development shall be permitted to fall into disrepair, and each such building and structures shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

9.21 Mineral Exploration. No property within the Development shall be used in any manner to explore for or to remove any oil or other hydrocarbons, minerals of any kind, gravel, or substantial amounts of earth or any earth substance of any kind for commercial purposes.

9.22 Machinery and Equipment. No machinery or equipment of any kind shall be operated upon or adjacent to any Lot except such machinery or equipment as is customary in connection with the use, maintenance, or construction of improvements, appurtenant structures, or other improvements. No machinery or equipment of any kind shall be parked, placed, maintained, constructed, reconstructed, or repaired upon any Lots in such a manner as will be visible from neighboring property; provided, however, that the provisions of this Section shall not apply to machinery and equipment which are actually in temporary use in conjunction with the maintenance or construction of a Dwelling, appurtenant structure or other improvements.

9.23 Utility Service. No lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be erected, placed or maintained anywhere in or upon any Lot or Dwelling unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings, or other structures, or otherwise are not visible from neighboring property, unless underground distribution systems are not available. No provisions hereof shall be deemed to forbid: (i) the erection of temporary power or telephone structures incident to the construction of improvements approved by the Committee, or (ii) the installation of overhead lines bringing utility service from outside the Development to a utility pole located within the Development; provided, that the utility service must go underground from such pole and that the location of such is approved in advance by the Committee.

9.24 Fluid Storage. No tank for the storage of any fluid may be maintained outside a building above the ground on any of the Lots or Dwellings without the prior consent of the Committee.

9.25 Additional Architectural Covenants.

9.25.01 Exterior Materials; Paint Colors. The principal material, other than glass, of the exterior of each wall in all the buildings comprising the Dwelling on any Lot shall not be less than seventy-five percent (75%) brick, stone, stucco, concrete stucco, or fiber cement siding (i.e., James Hardie board) unless the Committee grants specific approval in writing to a lesser percentage. All changes in exterior material colors (paint, brick, stone, stucco, etc.) must be approved by the Committee.

9.25.02 Roofs. Acceptable roofing materials include composition shingles with a minimum of a thirty (30) year roof. All roofs shall be black, dark brown, weathered wood or a similar color as approved by the Committee. All roofs shall be constructed with a high profile ridge and a painted open W-valley.

9.25.03 Mailbox. No Dwelling may have an individual mailbox. Common mailboxes will be constructed by the Declarant and maintained by the Association.

9.25.04 Pools. Pools are not permitted in the Development other than as installed by the Declarant or the Association in the Common Area.

9.25.05 Fences. Four foot metal fencing will be constructed by the Declarant. No other type or style of fencing shall be permitted in the Development. It shall be the Owners' responsibility to maintain the fencing bounding their Lot at the Owners' expense. If a fence is damaged or destroyed, it shall be replaced promptly at the expense of the Owners whose lots are bounded by the damaged or destroyed fence with fence of quality, material and construction as near identical to the original fence as is possible. All fences must be approved in writing, in advance by the Committee.

9.25.06 Basketball Goals. Basketball Goals are not permitted in the Development other than as installed by the Declarant or the Association in the Common Area.

9.25.07 Garages. No garage may be converted to living space or for any other purpose other than the parking of vehicles and the storage of household and gardening tools and items. Declarant may temporarily convert a garage of a constructed show Dwelling to a sales office, but such garage must be returned to standard condition at the completion of sales activity.

9.25.08 Outbuildings. Outbuildings are not permitted in the Development other than as installed by the Declarant or the Association in the Common Area.

9.26 Use of Lots. Each Lot shall be used for single-family residential purposes only, and no trade or business of any kind may be carried on therein. Except for sales offices of Declarant, the utilization of any Dwelling or other structure, or any portion thereof, as an office by any owner or tenant thereof shall be considered to be a violation of this Declaration where such utilization of a Dwelling as an office creates any type of regular customer, client, or employee

vehicular or pedestrian traffic to and from any such Dwelling. No Lot or any Dwelling or structure constructed on a Lot, or any portion thereof, shall be used as the office or storage area for any building contractor or real estate developer, except those sales offices of Declarant.

ARTICLE 10

RULE MAKING

10.01 Rules and Regulations. Subject to the provisions hereof, the Board of Directors and/or the Committee may establish reasonable rules and regulations, including Building Guidelines, concerning the use of Lots, Dwellings, and the Common Areas and facilities located thereon. In particular but without limitation, the Board of Directors may promulgate, from time to time, rules and regulations which shall govern activities which may, in the judgment of the Board of Directors, be environmentally hazardous, such as application of fertilizers, pesticides, and other chemicals. Copies of such rules and regulations, including Building Guidelines, and amendments thereto shall be furnished by the Association to all Owners prior to the effective date of such rules and regulations and amendments thereto. Such rules and regulations shall be binding upon the Owners, their families, tenants, guests, invitees, servants, and agents, until and unless any such rule or regulation be specifically overruled, canceled, or modified by the Board of Directors or in a regular or special meeting of the Association by the vote of the Owners, in person or by proxy, holding a majority of the total votes in the Association; provided that in the event of such vote, such action must also be approved by Declarant, for so long as Declarant owns any Lot or Dwelling primarily for the purpose of sale.

10.02 Authority and Enforcement. Subject to the provisions of Section 10.03 hereof, upon the violation of this Declaration, the Bylaws, Building Guidelines or any rules and regulations duly adopted hereunder, including, without limitation, the failure to timely pay any Assessments or charges, the Board shall have the power: (i) to impose reasonable monetary assessments, which shall constitute an equitable charge and a continuing lien upon the Lot or Dwelling, or the Owner, his or her family, tenants, or guests which are guilty of such violation, (ii) to suspend an Owner's right (and the right of such Owner's family, guests, and tenants of such Owner and their respective families, guests, and tenants) to use any of the Common Areas and/or (iii) to suspend voting rights of any such Owner, and the Board shall have the power to impose all or any combination of these sanctions. An Owner shall be subject to the foregoing sanctions in the event of such a violation by such Owner, his or her family, guests, or tenants. Any such suspension of rights may be for the duration of the infraction and for any additional period thereafter, not to exceed thirty (30) days. The Assessments levied and assessed as provided in this Section 10.02 herein shall be a lien upon the applicable Lot or Dwelling in the same manner as that provided for in Sections 8.08 and 8.09 herein. The effect of the non-payment of such Assessments and the remedies of the Association to enforce collection thereof shall be the same as those provisions provided in Section 8.09 herein.

10.03 Procedure. Except with respect to the failure to pay Assessments or charges, the Board shall not impose an assessment, suspend voting rights, or infringe upon or suspend any

other rights of an Owner or other Occupant of the Development for violations of the Declaration, the Bylaws, or any rules and regulations, including Building Guidelines, of the Association, unless and until the following procedure is followed:

10.03.01 Demand. Written demand to cease and desist from an alleged violation shall be served upon the Owner responsible for such violation specifying: (a) The alleged violation; (b) The action required to abate the violation; and (c) A time period of not less than ten (10) days during which the violation may be abated without further sanction, if such violation is a continuing one, or, if the violation is not a continuing one, a statement that any further violation of the same provision of this Declaration, the Bylaws, or of the rules and regulation of the Association may result in the imposition of sanctions after notice and hearing.

10.03.02 Notice of Hearing. Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same violation subsequently occurs, the Board may serve such Owner with written notice of a hearing to be held by the Board in executive session. The notice shall contain: (a) The nature of the alleged violation; (b) The time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice; (c) An invitation to attend the hearing and produce any statement, evidence, and witnesses on his behalf; and (d) The proposed sanction to be imposed.

10.03.03 Hearing. The hearing shall be held in executive session of the Board of Directors pursuant to the notice and shall afford the alleged violator a reasonable opportunity to be heard. Any sanctions and Assessments levied by the Board of Directors according to the terms and provisions of this Article 10 shall be established by a majority vote of the Directors present at the above-referenced hearing. No such hearing shall be undertaken with less than a duly constituted quorum of the Board of Directors. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard 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 officer, director, or other individual who delivered such notice. The notice requirement shall be deemed satisfied if an alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction imposed, if any.

10.04 Arbitration. The arbitration procedure set forth in this Section will be the sole and exclusive method for resolving and remedying any dispute (a "**Dispute**") arising under, out of, in connection with, or related to any of the following: this Declaration, or any provision thereof, or the making or validity thereof, or the interpretation thereof, or any violation or breach or alleged violation or breach thereof, or any failure to enforce or alleged failure to enforce. Arbitration shall be conducted in accordance with the Rules of the American Arbitration Association (the "**Rules**") in Oklahoma City, Oklahoma. Arbitrators will be selected in accordance with the Rules. The determination of the American Arbitration Association as to the resolution of the Dispute shall be binding. The arbitrators shall so conduct the arbitration such that a final result, determination, finding, judgment and/or award (the "**Final Determination**") is

made or rendered as soon as practicable. The Final Determination shall be final and binding on all parties, and there shall be no appeal from or reexamination of the Final Determination, except for fraud, perjury, evident partiality or misconduct by an arbitrator prejudicing the rights of any party and to correct manifest clerical errors. The injured party shall be entitled to payment from the other party immediately upon Final Determination based on the Final Determination whether by payment, settlement, judgment, arbitrator's decision or other resolution of the claim. The arbitration procedures and any Final Determination under this Section shall be governed by, and shall be enforced pursuant to, applicable Oklahoma law. Notwithstanding anything contained herein to the contrary, nothing in this Section shall prohibit litigation to enforce any Final Determination.

ARTICLE 11

GENERAL PROVISIONS

11.01 Control by Declarant. NOTWITHSTANDING ANY OTHER LANGUAGE OR PROVISION TO THE CONTRARY IN THIS DECLARATION, IN THE CERTIFICATE OF INCORPORATION, OR IN THE BYLAWS OF THE ASSOCIATION, Declarant hereby retains the right to appoint and remove any member or members of the Board of Directors of the Association and any officer or officers of the Association until such time as the first of the following events shall occur: (i) the expiration of twenty (20) years after the date of the recording of this Declaration; or (ii) the surrender by Declarant of the authority to appoint and remove directors and officers of the Association by an express amendment to this Declaration executed and recorded by Declarant; or (iii) Declarant sells one hundred percent (100%) of the Lots in the Development. Each Owner, by acceptance of a deed to or other conveyance of a Lot or Dwelling vests in Declarant such authority to appoint and remove directors and officers of the Association as provided by this Section 11.01. Every grantee of any interest in the Development, by acceptance of a deed or other conveyance of such interest, agrees that Declarant shall have the authority to appoint and remove directors and officers of the Association in accordance with the foregoing provisions of this Section 11.01. Upon the expiration of the period of Declarant's right to appoint and remove directors and officers of the Association pursuant to the provisions of this Section 11.01, such right shall pass to the Owners, including Declarant if Declarant then owns one or more Lots or Dwellings, and a special meeting of the Association shall be called within a reasonable time thereafter. At such special meeting the Owners shall elect a new Board of Directors which shall undertake the responsibilities of the Board of Directors, and Declarant shall deliver all books, accounts, and records, if any, which Declarant has kept on behalf of the Association and any agreements or contracts executed by or on behalf of the Association during such period and which Declarant has in its possession.

11.02 Amendments by Declarant. During any period in which Declarant retains the right to appoint and remove any directors and officers of the Association, Declarant may amend this Declaration by an instrument in writing filed and recorded in the records of the Office of the County Clerk of Oklahoma County, Oklahoma, without the approval of any Owner or

Mortgagee; provided, however, that, with the exception of the addition of any additional property to the terms of this Declaration: (i) in the event that such amendment materially and adversely alters or changes any Owner's right to the use and enjoyment of his or her Lot or Dwelling, or the Common Areas as set forth in this Declaration or adversely affects the title to any Lot or Dwelling, such amendment shall be valid only upon the written consent thereto by a majority in number of the then existing Owners affected thereby, or (ii) in the event that such amendment would materially and adversely affect the security, title and interest of any Mortgagee, such amendment shall be valid only upon the written consent thereto of all such Mortgagees so affected. Any amendment made pursuant to this Section 11.02 shall be certified by Declarant as having been duly approved by Declarant, and by such Owners and Mortgagees, if required, and shall be effective only upon recordation or at such later date as shall be specified in the amendment itself. Each Owner, by acceptance of a deed or other conveyance to a Lot or Dwelling grants to Declarant a power of attorney to make such amendments as are permitted by this Section 11.02 relating to the Development: (a) if such amendment is necessary to bring any provision hereof or thereof into compliance or conformity with the provisions of any applicable governmental statute, rule, or regulation or any judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable any title insurance company to issue title insurance coverage with respect to any Lots or Dwellings subject to this Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on a Lot or Dwelling, or other improvements subject to this Declaration; or (d) if any such amendment is necessary to enable any governmental agency or reputable private insurance company to insure Mortgages on the Lots, Dwellings, or other improvements subject to this Declaration.

11.03 Amendments by Association. Amendments to this Declaration, other than those authorized by other Sections hereof, shall be proposed and adopted in the following manner:

11.03.01 Notice. Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Association at which such proposed amendment is to be considered and shall be delivered to each member of the Association.

11.03.02 Approval. At such meeting, a resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the Owners. Such amendment must be approved by the Owners holding at least two-thirds (2/3) of the total votes in the Association in both Class A and Class B, if applicable; provided, however: (a) that any amendment which materially and adversely affects the security title and interest of any Mortgagee must be approved by such Mortgagee, and (b) during any period in which Declarant owns a Lot or Dwelling primarily for the purpose of sale, such amendment must be approved by Declarant.

11.03.03 Effectiveness. The agreement of the required percentage of the Owners and, where required, Declarant and any Mortgagee, to any amendment of this Declaration shall be evidenced by their execution of such amendment. Any such amendment of this Declaration shall become effective only when recorded or at such later date as may be specified in the amendment itself.

11.04 Enforcement. Each Owner shall comply strictly with the Bylaws and the published rules and regulations, including Building Guidelines, of the Association adopted pursuant to this Declaration, as either of the same may be lawfully amended from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration and in the deed or other instrument of conveyance to his or her Lot or Dwelling, if any. Failure to comply with any of the same shall be grounds for imposing Assessments, for suspending voting rights or rights of use in and to any Common Area, or for instituting an action to recover sums due, for damages, and/or for injunctive relief, such actions to be maintainable by Declarant, the Board of Directors on behalf of the Association, or, in a proper case, by an aggrieved Owner. Should Declarant or the Association employ legal counsel to enforce any of the foregoing, all costs incurred in such enforcement, including court costs and attorneys' fees, shall be paid by the violating Owner. Inasmuch as the enforcement of the provisions of this Declaration, the Bylaws, and the rules and regulations of the Association are essential for the effectuation of the general plan of development contemplated hereby and for the protection of present and future Owners, it is hereby declared that any breach thereof may not adequately be compensated by recovery of damages and that Declarant, the Association, or any aggrieved Owner, in addition to all other remedies, may require and shall be entitled to an injunction to restrain any such violation or breach or any threatened violation or breach. No delay, failure, or omission on the part of Declarant, the Association, or any aggrieved Owner in exercising any right, power, or remedy herein provided shall be construed as an acquiescence thereto or shall be deemed a waiver of the right to enforce such right, power, or remedy thereafter as to the same violation or breach, or as to a violation or breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against Declarant or the Association for or on account of any failure to bring any action on account of any violation or breach, or threatened violation or breach, by any Person of the provisions of this Declaration, the Bylaws, or any rules and regulations of the Association, however long continued.

11.05 Duration. The provisions of this Declaration shall run with the land and shall bind title to the Property, shall be binding upon and inure to the benefit of all Owners and Mortgagees and their respective heirs, executors, legal representatives, successors, and assigns, and shall be and remain in effect for a period of thirty (30) years from and after the date of the recording of the Declaration; provided that rights and easements which are stated herein to have a longer duration shall have such longer duration. Upon the expiration of said thirty (30) year period, this Declaration shall be automatically renewed for successive ten (10) year renewal periods, unless seventy-five percent (75%) of the total votes of the Association are cast in favor of terminating

this Declaration at the end of the then current term. In the event that the Association votes to terminate this Declaration, an instrument evidencing such termination shall be filed of record in the Office of the County Clerk for Oklahoma County, Oklahoma, such instrument to contain a certificate wherein the President of the Association states under oath that such termination was duly adopted by the requisite number of votes. Every Owner of any interest in any Property, by acceptance of a deed or other conveyance therefor, thereby agrees that the provisions of this Declaration shall run with the land and shall bind title to the Property as provided hereby.

11.06 Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of Declarant or the Board of Directors, will best effect the intent of the general plan of the Development. The provisions hereof shall be liberally interpreted, and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes which are less restrictive. The effective date of this Declaration shall be the date of its filing for record in the Office of the County Clerk for Oklahoma County, Oklahoma. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer. This Declaration shall be construed under and in accordance with the laws of the State of Oklahoma.

11.07 Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

11.08 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any Person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

11.09 Rights of Third Parties. This Declaration shall be recorded for the benefit of Declarant, the Owners, and their Mortgagees as herein provided, and, by such recording, no adjoining property owner, third party or the public shall have any right, title or interest whatsoever in the Development, except as provided herein, or in the operation or continuation thereof or in the enforcement of any of the provisions hereof, and, subject to the rights of Declarant and Mortgagees as herein provided, the Owners shall have the right to extend, modify, amend, or otherwise change the provisions of this Declaration without the consent, permission, or approval of any adjoining owner or third party or the public.

11.10 Notice of Sale, Lease, or Mortgage. In the event an Owner sells, leases, mortgages, or otherwise disposes of any Lot or Dwelling, the Owner must promptly furnish to the Association in writing the name and address of such purchaser, lessee, mortgagee, or transferee.

11.11 No Trespass. Whenever the Association, the Declarant, the Committee, and their respective successors, assigns, agents, or employees are permitted by this Declaration to enter upon or correct, repair, clean, maintain, preserve, or do any other action within any portion of the Development, the entering thereon and the taking of such action shall not be deemed to be trespass or any violation of a covenant of quiet enjoyment.

11.12 Notices. Notices required hereunder shall be in writing and shall be delivered by hand or sent by United States Mail, postage prepaid. All notices to Owners shall be delivered or sent to such addresses as have been designated in writing to the Association, or, if no address has been so designated, at the addresses of such Owners' respective Lots or Dwellings. All notices to the Association shall be delivered or sent in care of Declarant to Declarant's main office, or to such other address as the Association may from time to time notify the Owners. Notices to Mortgagees shall be delivered or sent to such addresses as such Mortgagees specify in writing to the Association.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration, this ____ day of May, 2013.

PORCHES AT ARBOR CREEK, LLC,
an Oklahoma limited liability company

By: _____
Caleb McCaleb, Manager

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on the 12th day of May, 2013, by Caleb McCaleb, as Manager of PORCHES AT ARBOR CREEK, LLC, an Oklahoma limited liability company, on behalf of the company.

Notary Public
My Commission Expires:



EXHIBIT A

PORCHES AT ARBOR CREEK ADDITION

LEGAL DESCRIPTION

SEE ATTACHED LEGAL

UNOFFICIAL

Legal description prepared by Ryan R. Doudican, P.L.S., 3/8/2011. Basis of bearing is N 89°39'37" E along the South line of the Southwest Quarter (SW/4) of Section Twenty-eight (28), Township Fourteen (14) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.

A tract of land located in the West Half (W/2) of Section Twenty-eight (28), Township Fourteen (14) North, Range Two (2) West of the Indian Meridian, Edmond, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southwest Corner of the Southwest Quarter (SW/4) of said Section Twenty-eight (28); Thence N 89°39'37" E along the South line of the Southwest Quarter (SW/4) of said Section Twenty-eight (28), a distance of 2038.99 feet; Thence N 00°20'23" W a distance of 1317.09 feet to the Southwest corner of the recorded plat of ARBOR CREEK AT THE SUMMIT SECTION 1; Thence along the West line of the recorded plat of ARBOR CREEK AT THE SUMMIT SECTION 1, Northwestery on a curve to the left with an arc length of 355.24 feet, a radius of 810.00 feet, a chord bearing of N 14°16'42" W and a chord length of 352.40 feet;

Thence continuing along the West line of the recorded plat of ARBOR CREEK AT THE SUMMIT SECTION 1, Northwestery on a curve to the left with an arc length of 46.92 feet, a radius of 732.66 feet, a chord bearing of N 25°00'26" W and a chord length of 46.91 feet to the **POINT OF BEGINNING**;

Thence along the East line of the recorded plat of THE SUMMIT, Northwestery on a curve to the right with an arc length of 289.39 feet, a radius of 732.66 feet, a chord bearing of N 11°50'27" W and a chord length of 287.52 feet;

Thence continuing along the East line of the recorded plat of THE SUMMIT, Northeasterly on a curve to the right with an arc length of 316.32 feet, a radius of 1566.78 feet, a chord bearing of N 05°15'29" E and a chord length of 315.78 feet;

Thence continuing along the East line of the recorded plat of THE SUMMIT, Northeasterly on a curve to the left with an arc length of 270.50 feet, a radius of 1642.59 feet, a chord bearing of N 06°19'30" E and a chord length of 270.19 feet;

Thence continuing along the East line of the recorded plat of THE SUMMIT, N 01°36'26" E a distance of 88.06 feet;

Thence continuing along the East line of the recorded plat of THE SUMMIT, Northwestery on a curve to the left with an arc length of 516.20 feet, a radius of 945.34 feet, a chord bearing of N 14°01'50" W and a chord length of 509.81 feet to the Southwest corner of the unrecorded plat of ARBOR CREEK AT THE SUMMIT SECTION 3;

Thence along the South line of the unrecorded plat of ARBOR CREEK AT THE SUMMIT SECTION 3, N 58°49'03" E a distance of 279.34 feet;

Thence along the West line of the unrecorded plat of ARBOR CREEK AT THE SUMMIT SECTION 3, Southeastery on a curve to the right with an arc length of 248.71 feet, a

radius of 1224.62 feet, a chord bearing of S 24°11'24" E and a chord length of 248.28 feet to the Northwest corner of the recorded plat of ARBOR CREEK AT THE SUMMIT SECTION 2;

Thence along the West line of the recorded plat of ARBOR CREEK AT THE SUMMIT SECTION 2, continuing Southeasterly along on a curve to the right with an arc length of 427.11 feet, a radius of 1224.62 feet, a chord bearing of S 08°23'05" E and a chord length of 424.95 feet;

Thence continuing along the West line of the recorded plat of ARBOR CREEK AT THE SUMMIT SECTION 2, S 01°36'26" W a distance of 88.06 feet;

Thence continuing along the West line of the recorded plat of ARBOR CREEK AT THE SUMMIT SECTION 2, Southwesterly on a curve to the right with an arc length of 316.49 feet, a radius of 1921.86 feet, a chord bearing of S 06°19'30" W and a chord length of 316.13 feet;

Thence continuing along the West line of the recorded plat of ARBOR CREEK AT THE SUMMIT SECTION 2, Southwesterly on a curve to the left with an arc length of 259.93 feet, a radius of 1287.32 feet, a chord bearing of S 05°15'29" W and a chord length of 259.49 feet;

Thence continuing along the West line of the recorded plat of ARBOR CREEK AT THE SUMMIT SECTION 2, Southeasterly on a curve to the left with an arc length of 65.79 feet, a radius of 453.43 feet, a chord bearing of S 04°40'59" E and a chord length of 65.73 feet to the Northwest corner of Lot One (1), Block Three (3) of the recorded plat of ARBOR CREEK AT THE SUMMIT SECTION 1;

Thence Southeasterly along the West line of said Lot One (1), Block Three (3) of the recorded plat of ARBOR CREEK AT THE SUMMIT SECTION 1, on a curve to the left with an arc length of 99.91 feet, a radius of 453.43 feet, a chord bearing of S 15°09'08" E and a chord length of 99.71 feet to the Southwest corner of Lot One (1), block Three (3) of the recorded plat of ARBOR CREEK AT THE SUMMIT SECTION 1;

Thence along the North line of the recorded plat of ARBOR CREEK AT THE SUMMIT SECTION 1, S 64°03'47" W a distance of 279.80 feet to the POINT OF BEGINNING.

Said tract contains 416,925.82 Square Feet or 9.571 Acres more or less.

**BYLAWS
OF
PORCHES AT ARBOR CREEK HOMEOWNERS ASSOCIATION, INC.**

ARTICLE I - NAME

The name of the Corporation is Porches at Arbor Creek Homeowners Association, Inc.

ARTICLE II - OFFICE

The principal office of the Corporation will be 3644 E. I-35 Frontage Road, Edmond, Oklahoma 73013.

ARTICLE III- MEMBERS' MEETINGS

3.1 Meeting Place. Meetings of the members will be held at the principal office of the Corporation or at such other place as is determined from time to time by the Board and stated in the meeting notice.

3.2 Annual Meetings. An annual meeting of members will be held on the last Tuesday of the second month following the close of the fiscal year of the Corporation; provided that any such meeting may be held at any other time designated by the Board or by a majority of the members entitled to vote at such meeting. At such annual meetings, directors will be elected, reports of affairs of the Corporation will be considered and any other business may be transacted which is within the powers of the members to transact and which may be properly brought before the meeting.

3.3 Special Meetings. Special meetings of the members may be called for any purpose by the president (or, in his absence or disability, by the vice president), by the Board or by a notice signed by a majority of the membership of the Corporation. Upon a request being made by written notice to the president or, in his absence or disability, to the vice president, or to the secretary, by any person or persons herein empowered to call a special meeting, if such officer is the secretary, he will give notice to the members or, if such officer is other than the secretary, he will cause the secretary to give notice to the members that such meeting has been called for the purpose or purposes stated in such request and is to be held at a specified time, which time will not be less than fifteen (15) days or more than forty-five (45) days after the receipt of such request. If notice of such meeting is not given to the members within seven (7) days after the receipt of such request, such person or persons making such request may fix the time of such special meeting and give notice thereof in the same manner as hereinafter provided.

3.4 Notice of Meeting. Subject to the provisions of paragraph 3.11 hereof, a written notice of each meeting of the members, stating the date, hour and place and in case of special meetings the purpose thereof, will be personally delivered or mailed by the secretary of the Corporation, postage prepaid, to each member of record, at the street address of such member in Porches at Arbor Creek Addition, or at such other address as any member may have provided to the Corporation in writing, at least fifteen (15) days but not more than forty-five (45) days before the date of each meeting.

3.5 Quorum. A majority of the members entitled to cast over one-half of all votes of the Corporation present in person or by proxy will constitute a quorum at meetings of members. When a quorum is present, a majority of the members present and voting at the meeting will decide any question brought before such meeting. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be the presence in person or by proxy of Owners (as defined in the Covenants) having one-third (1/3) of the total votes of the Corporation. Every decision of a majority of such quorum shall be valid as a corporate act unless a larger vote is required by law, these Bylaws, the Covenants, Conditions and Restrictions of Porches at Arbor Creek Addition (the "Covenants") or the Certificate of Incorporation of the Corporation.

3.6 Voting. At each meeting of members, every member will be entitled to vote in person or by proxy. The number of votes per member, qualifications for membership and related voting issues shall be governed by Article IV of the Covenants. In order to determine the members entitled to notice of, or vote at any meeting of members or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or to receive payment of any assessments or dues or allotment of members' rights, or for any other lawful purpose, the Board may fix a date, which date shall be neither more than sixty (60) nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action. In such case, only such members of record on the date so fixed will be entitled to vote or participate in such rights or obligations, and the Corporation shall not be bound to recognize any equitable or other claim or other interest on the part of any other person, whether or not the Corporation shall have express or other notice thereof. The voting at all meetings of members may be oral, but any member may demand a vote by written ballot, whereupon such vote will be taken by written ballot stating the name of the member, the number of shares voted and, if such ballot be cast by proxy, the name of such proxy.

3.7 Proxies. Any member entitled to vote may vote by proxy. The appointment of a proxy will be in writing signed by the member but will require no other attestation. Each proxy statement will be filed with the secretary of the Corporation at or before the meeting. In no case may a proxy be appointed for a period of over one (1) year. The authority of a proxy not coupled with an interest may be terminated at will. Unless otherwise provided in the appointment, the proxy's authority will cease one (1) year after appointment. The termination of a proxy's authority by act of the member will, subject to the time limitations herein set forth, be ineffective until written notice of the termination has been given to the secretary of the Corporation. Unless otherwise provided therein, an appointment filed with the secretary will have the effect of revoking all proxy appointments of prior date. A proxy's authority will not be revoked by the death or incapacity of the member, unless before the vote is cast or the authority is exercised written notice of such death or incapacity is given to the secretary of the Corporation.

3.8 Officers of Members' Meetings. The president, if present, will preside at all meetings of members. In his absence, the next officer, in due order, who may be present; will preside. The secretary of the Corporation will act as secretary of all members' meetings and will keep a true and correct record of the proceedings of all meetings.

3.9 Order of Business. The order of business at the annual meeting, and so far as practicable at all other meetings of the members, will be as follows: (1) calling meeting to order;

(2) calling of roll and checking proxies; (3) proof of notice of meetings; (4) reading of any unapproved minutes; (5) reports of officers; (6) reports of committees; (7) election of directors and establishment of fees, if any, therefor; (8) unfinished business; (9) new business; and (10) adjournment.

3.10 Approval of Action Taken. Any transactions of the members at any meeting, regardless of how call was made or notice given, will be valid as though transacted at a meeting duly held by regular call and notice if a quorum is present and if before or after the meeting each of the members entitled to vote and not present in person or by proxy signs a written waiver of notice. All such waivers of notice will be filed with the secretary and made a part of the records of the meeting.

3.11 Consent to Action. Any action, which under any provision of the laws of the State of Oklahoma, the Covenants, the provisions of the Certificate of Incorporation or these Bylaws might be taken at either an annual or special meeting of the members, may be taken without a meeting, prior notice or a vote if a consent in writing, setting forth the action so taken is signed by the members having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all members entitled to vote were present and voted. Such consent shall be filed with the secretary and made a part of the corporate records. Prompt notice of the taking of corporate action without a meeting by less than unanimous written consent shall be given to those members who have not consented in writing.

3.12 Books and Records. Except as required by law, the Board will determine, from time to time, the extent and conditions under which the accounts, books and records of the Corporation will be open to inspection by the members, and the members' right to inspect will be limited accordingly.

ARTICLE IV - DIRECTORS

4.1 Authority. The Board will have charge of the property, interests, business, transactions and affairs of the Corporation with full power and authority to manage, control and conduct the same. In addition to the powers and authorities expressly conferred on the Board by these Bylaws, the Board may exercise all powers and take such actions as are not by statute, the Covenants, the Certificate of Incorporation or these Bylaws required to be exercised by the members.

4.2 Number; Term of Office. The Board will consist of not less than two (2) or more than nine (9) directors. The members at any annual meeting and at any special meeting called for such purpose may determine the number of directors which will constitute the Board, and the number so determined will remain fixed until changed at a subsequent meeting. The directors, except for the initial director(s) which have been named in the Certificate of Incorporation of the Corporation, will be selected at the annual members' meeting and will serve for one (1) year or until a successor is elected and qualified (even though necessitating a term in excess of one (1) year).

4.3 Qualification. A director need not be a member of the Corporation.

4.4 Vacancies. Any vacancy occurring in the Board may be filled by a majority of the remaining directors or by a sole remaining director, and each person so elected will serve as a director until removed or until a successor is elected by the members.

4.5 Removal. Except as otherwise provided in the Covenants, the entire Board or any director may be removed from office with or without cause by a vote of two-thirds (2/3) of the entire membership entitled to vote at any annual or special meeting of members.

4.6 Declared Vacancies. The Board will declare vacant the office of a director if the director is declared of unsound mind by an order of court, convicted of a felony, or habitually fails to attend meetings of the Board.

4.7 Compensation of Directors. Directors will receive no compensation for their services as directors, provided directors are entitled to reasonable reimbursement for expenses they incur on behalf of the Corporation, as determined by the Board.

4.8 Regular Meetings. An annual meeting of the Board for the purpose of electing officers of the Corporation and the transaction of any other business coming before such meeting will be held each year immediately following the adjournment of the annual members' meeting, and no notice of such meeting will be necessary. Other regular meetings of the Board may be held without notice at such time as is from time to time determined by the Board.

4.9 Special Meetings. Special meetings of the Board may be held at any time on the written call of the president or, if the president is absent or unable to act, by any other officer in order of seniority. Such meetings may also be held at any time without call or notice on the unanimous consent of the directors.

4.10 Notice of Meetings. The secretary of the Corporation will serve written notice to each director of all regular or special meetings, except the annual meeting immediately following the annual members' meeting. Such notice will be served either personally or by mail not less than seven (7) days before any meeting, giving the time, place, and in case of special meetings, the purpose thereof. No business will be considered at any special meeting other than as stated in such notice. Any director may, in writing, either before or after the meeting, waive notice thereof. Any director by attendance at any meeting will be deemed to have waived notice of said meeting.

4.11 Memorandum of Action. Any action which might be taken at any meeting of the Board or any committee thereof may be taken without a meeting if all members of the Board or committee thereof consent to such action in writing, and such written consent is filed with the minutes of the Board or the committee.

4.12 Quorum. At all meetings of the Board, a quorum will consist of a majority of the directors. The acts of a majority of the directors present at a meeting at which a quorum is present will be the acts of the Board. A minority of the Board present at any regular or special meeting may, in the absence of a quorum, adjourn to a later date, but may not transact any other business until a quorum has been secured. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting adjourned.

4.13 Telephonic Conferences. Directors may participate in a meeting of the Board by means of telephone conference or similar communications equipment provided that all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this section will constitute presence in person at such meeting.

4.14 Election of Officers. At the annual meeting of the Board, the Board will elect a president, a vice president, a secretary, a treasurer and such additional officers of the Corporation as the Board from time to time determines, to serve for the ensuing year or until the election of their respective successors.

4.15 Order of Business. The order of business at the annual meetings and so far as practical at all other meetings of the Board will be as follows: (1) calling meeting to order; (2) proof of notice of meeting; (3) reading of any unapproved minutes; (4) reports of officers and directors; (5) reports of committees; (6) election of officers; (7) unfinished business; (8) new business; and (9) adjournment.

4.16 Meeting Place. Meetings of the Board may be held at such place as is determined by the Board and stated in the meeting notice.

ARTICLE V - COMMITTEES OF DIRECTORS

5.1 Designation. The Board may designate one or more committees, to exercise the powers of the Board and to perform such actions as the Board might determine from time to time.

5.2 Procedural Rules. Each committee will be subject to the limitations set forth in Article 4 hereof and limitations imposed by the Board in the designation creating such committee.

ARTICLE VI - OFFICERS

6.1 Enumeration: Election; Qualification. The officers of the Corporation shall be chosen by the Board and will be a president, one or more vice presidents, secretary and treasurer, and such assistant secretaries and assistant treasurers as the Board, in its discretion, determines. Two or more offices at the same time may be held by the same person.

6.2 Term of Office: Removal. The officers of the Corporation will hold office until their successors are chosen and qualify. Any officer elected by the Board may be removed at any time with or without cause by the Board.

6.3 Vacancies. If any office becomes vacant for any reason, the vacancy may be filled by the Board.

6.4 The President. The president will: (a) exercise the duties of supervision and management of the business of the Corporation; (b) preside at all meetings of the members and directors; (c) sign such contracts and other instruments as may be required in the ordinary course of the Corporation's business; (d) sign the minutes of all members' and directors' meetings over which the president presided; (e) execute notes, mortgages and other contracts; (f) at the annual

meeting of members, submit a report of the operations of the Corporation's affairs; (g) report to the Board from time to time all matters coming to his attention which should be brought to the attention of the Board; (h) have such usual powers of supervision and management as may pertain to the office of the president; and (i) perform such other duties as may be properly required by the Board.

6.5 Vice President(s). In the absence, failure or refusal of the president to act, the vice president will perform all duties which would otherwise be performed by the president and shall perform such other duties and have such other powers as the Board may from time to time prescribe.

6.6 Secretary; Assistant Secretary. The secretary will: (a) attend all meetings of the Board and members and record all votes and minutes of such proceedings; (b) issue calls for meetings of members and directors; (c) notify all officers and directors of their election; (d) keep the books and records; (e) attest the Corporation's execution of instruments when requested; (f) make such reports to the Board as are requested; (g) prepare such reports as are required by the laws of the jurisdictions in which the Corporation conducts business; (h) perform such other duties as may be prescribed by the president and the Board; (i) allow any director to inspect the books and records of the Corporation; (j) attend to any correspondence requested; and (k) do such other duties as may be incidental to the office or as may be properly assigned by the Board. The assistant secretary or secretaries will perform the duties of the secretary in the case of the secretary's absence or disability and such other duties as the secretary, president, or the Board may determine.

6.7 Treasurer; Assistant Treasurer. The treasurer will: (a) have custody of all money of the Corporation; (b) keep regular books of account; (c) disburse the funds of the Corporation in payment of the Corporation's debts as requested by the president and the Board; (d) see that proper vouchers are taken for such disbursements; (e) render to the president and the Board, from time to time, as requested an account of all such transactions and of the financial condition of the Corporation; (f) perform all duties incident to the office or which are properly requested by the president and the Board. The assistant treasurer or treasurers will perform the duties of the treasurer in the event of the treasurer's absence or disability and such other duties as the treasurer, president or the Board may determine.

6.8 Delegation of Duties. In case of the absence or disability of any officer or for any other reason that the Board deems sufficient, the Board may delegate the powers or duties of an officer to any other officer or to any director.

ARTICLE VII - FISCAL YEAR

The fiscal year of the Corporation will be determined by the board.

ARTICLE VIII - EXECUTION OF INSTRUMENTS

8.1 Contracts. The Board may authorize any officer or agent to execute and deliver on behalf of the Corporation any contract or other instrument, and such authority may be general or may be confined to specific instances.

8.2 Checks: Drafts. All checks, drafts, notes, acceptances, other orders for payment or evidence of indebtedness issued by the Corporation will be signed by such officers or agents and in such manner as is determined from time to time by the Board.

8.3 Deposits; Bank Accounts. All funds of the Corporation will be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board may from time to time designate or as may be designated by an officer of the Corporation to whom such power of designation may from time to time be delegated by the Board. The Board may make such special rules and regulations with respect to such bank accounts, not inconsistent with the provisions of these Bylaws, as the Board deems expedient. Unless otherwise provided by the Board, endorsements for deposit to the credit of the Corporation may be made by hand-stamped legend in the name of the Corporation or by written endorsement of any officer without countersignature.

8.4 Borrow Money. No loans will be contracted on behalf of the Corporation unless authorized by the Board and except in accordance with the Covenants.

ARTICLE IX - NOTICES

9.1 Form of Notices. Whenever notice is required, the same will be given in writing, and shall be delivered in accordance with Article 11.12 of the Covenants. All notices sent in accordance with Article 11.12 of the Covenants will be deemed to be given at the time when such notices are mailed or hand-delivered, as applicable.

9.2 Waiver of Notice. Any person may waive any notice required to be given under these Bylaws by a written waiver signed by the person entitled to such notice, whether before or after the time stated therein, and such waiver will be deemed equivalent to the actual giving of such notice.

ARTICLE X - AMENDMENTS; PRIORITY

These Bylaws may be amended, altered, changed or repealed by the vote of the members at any regular or special meeting if notice of the proposed amendment is contained in the notice of the meeting. In the event of any conflict between the terms of these Bylaws, the Certificate of Incorporation or the Covenants, the Covenants, then the Bylaws, then the Certificate of Incorporation, shall control, in that order.

ARTICLE XI - INDEMNIFICATION

11.1 Third Party Actions. The Corporation will have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that such person is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a

manner reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of *nolo contendere* or its equivalent, will not, of itself, create a presumption that the person did not act in good faith and in a manner which was reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the conduct was unlawful.

11.2 Actions by Corporation. The Corporation will have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in the Corporation's favor by reason of the fact that such person is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses, including attorney's fees actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification will be made in respect of any claim, issue or matter as to which such person is adjudged to be liable for negligence or misconduct in the performance of a duty to the Corporation, unless and only to the extent that the court in which such action or suit was brought determines upon application that, despite adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court deems proper.

11.3 Right to Indemnification. To the extent that any present or former director, officer, employee or person who is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise, or any agent of the Corporation or any person who is or was serving at the request of the Corporation as an agent of another corporation, partnership, joint venture, trust or other enterprise, has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 11.1 or 11.2 or in defense of any claim, issue or matter therein, such person will be indemnified against expenses (including attorneys' fees) actually and reasonably incurred in connection therewith.

11.4 Authorization of Indemnification. Any indemnification under Sections 11.1 or 11.2 (unless ordered by a court) will be made by the Corporation only as authorized in the specific case on a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because such person has met the applicable standard of conduct set forth in Sections 11.1 or 11.2. Such determination will be made by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or if a quorum of the directors is not obtainable, or even if it is obtainable and a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or by the members.

11.5 Advance Indemnification. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding on receipt of an undertaking by or on behalf of the director,

officer, employee or agent to repay such amount unless it is ultimately determined that such person is entitled to be indemnified by the Corporation as authorized by the provisions of this Article.

11.6 Nonexclusive Indemnification. The indemnification provided by this Article 11 will not be deemed exclusive of any other rights to which those seeking indemnification might be entitled under any agreement, vote of members or disinterested directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office, and will continue as to a person who has ceased to be a director, officer, employee or agent and inure to the benefit of the heirs, executors and administrators of such person.

11.7 Insurance. The Corporation will have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of this Article 11.

ARTICLE XII- NONPROFIT OPERATION

12.1 Shares of Stock. The Corporation will neither have nor issue shares of stock. No dividends will be paid. No part of the income or assets of the Corporation will be distributed to its Members, Directors, or Officers without full consideration. No Member of the Corporation has any vested right, interest, or privilege in or to the assets, property, functions, or activities of the Corporation. The Corporation may contract in due course with its Members, Directors, and Officers without violating this provision.

Dated this 10th day of May, 2013.



Secretary

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