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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF SOUTHFORK PHASE I TO THE CITY OF OKLAHOMA CITY,
CANADIAN COUNTY, OKLAHOMA, A SUBDIVISION OF A PART OF
THE NW/4 OF SECTION 28, TOWNSHIP 13 NORTH, RANGE 5 WEST OF
THE I.M., CANADIAN COUNTY, OKLAHOMA**

THIS DECLARATION, is made on the date hereinafter set forth by SURREY, LLC., an Oklahoma limited liability company, hereinafter referred to jointly as "Declarant", "Owner", and "Developer".

WITNESSETH:

WHEREAS, Declarant and Owner are all the owners of certain real property in Oklahoma County, State of Oklahoma, which is more particularly described as follows:

All Lots and Blocks in SOUTHFORK Phase I Canadian County, Oklahoma, according to the recorded plat, plus future phases.

NOW THEREFORE, Declarant and Owner hereby declare that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding upon all parties having any right, title or interest in the described properties or any part hereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

LAND USE RESTRICTIONS

Section 1. Use. The Lots in SOUTHFORK Phase I shall be used for private residence purposes only. No store or business, no gas or automobile service station, no flat, duplex, or apartment house, though intended for residence purposes, and no building of any kind whatsoever shall be erected or maintained thereon, except private dwelling houses, and such dwelling house being designated for occupancy by a single family in its entirety.

Section 2. Nuisance. No noxious for offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood.

Section 3. Architecture. Complete elevation for any structure proposed to be erected must first be submitted to the Developer and written approval thereof obtained from the Developer prior to the commencement or any construction upon each and all of the Lots.

Section 4. Size and Height. No building site shall have less than 6,000 square feet. No residence shall have less than 1,600 square feet in blocks 5,6,7,8,9,10 and lots 7-12 block 4 as well as lot 26 block 2 (known as the south section), lots 1-25 block 2, all of block 1 & 3 and lots 1-6 block 4 must have a minimum of 1,800 square feet (known as the north section). All residences shall be limited to two (2) stories and shall have a minimum of 800 square feet on the first floor.



Section 5. Materials.

- (a) In the North section of Southfork, the principle exterior of any residence shall be at least seventy-five (75%) percent brick or stone, and twenty-five (25%) percent may be of frame or other materials which will blend together with the brick or stone to be used, but in no event shall a continuing wall consisting of fifty (50%) percent of the exterior of the residence be built of any material other than brick or stone. The principal exterior of any two (2) story residence shall be at least fifty (50%) percent brick or stone and fifty (50%) percent may be of frame or other materials which will blend together with the brick or stone to be used. In the South section of Southfork, the builders are required to sixty (60%) stone or brick and forty (40%) may be of frame or other materials. This restriction is intended to encourage the use of masonry construction on the principal exterior of residences, but may be modified to allow the use of other materials to blend with the environment to eliminate repetition of design. Any deviation from the above must be approved, in advance, and in writing, by the Developer.
- (b) Roofs are to be of asphalt composition roofing which is the color of weathered wood, black or gray with a lifetime warranty. Residence roofs shall have a minimum pitch of 8/12 in the North section, 6/12 in the South section.
- (c) All fences must be wood or brick or wrought iron and may not exceed six (6) feet in height. All fences must commence at a point not less than five (5) feet behind the front corner(s) of the interior dwelling portion of the house (not garage area), and extend towards the back of the lot. The intent of this Section 5.(c) is that no portion of the front yard shall be fenced. On any corner lot the fence on the side of the house must be a minimum of ten (10) feet away from the curb. All fences mentioned in this Section 5.(c) shall be constructed on or inside platted property lines. Any fences other than above will have to be approved by developer.
- (d) Foundation construction shall be footing and stem or pier on grade.
- (e) Each completed house must have at least 2 trees measuring 2 inches in diameter each. A minimum of 10 three gallon bushes must be planted.

Section 6. Plans and Specifications. The complete set of plans, materials, size, use of structure, plot plan, and specifications shall be submitted for written approval in advance of construction.

Section 7. Fencing. All fencing of the following types other than those referred in Section 5.(c) above must be approved in writing in advance of its installation:

- (a) Association fence;
- (b) Public fence;
- (c) Any other fence which could extend beyond the front of any building structure or be taller than the height restriction described in Section 5.(c);
- (d) Adjoining fences.

Section 8. Construction Period. Upon commencement of the excavation for construction of any Lot or Lots in this plat, the work must be continuous, weather permitting, until

the house, etc. is complete. No delay of construction within a period of twelve (12) months will be permitted, unless further extension for the completion of said house, etc. is given in writing. If no such consent is given, the Developer or its designee may, but shall not be obligated to, complete such construction. No temporary out building, temporary home or other temporary structures shall be placed or erected upon any lot unless approved in writing.

Section 9. Set-Back of Building Structures from Streets. No building structure or part thereof, except as hereinafter provided, shall be erected or maintained on any of the lots nearer to the front street or the side street than the front building limit line or the side building limit line of the aforementioned lots, as shown on said plat.

Section 10. Free Space (Side Set-Back). No part of any building structure on the lots shall be erected nearer than five (5) feet to the side property line except that cornices, spouting, chimneys and ornamental projections may extend two (2) feet nearer said side property line. Any other deviations of side set-backs must have prior written approval.

Section 11. Parking, Storage and Easements.

- (a) No parking and/or storage of trailers, boats and/or other vehicles which are not normally used as everyday transportation will be allowed on streets or lots except where adequate screening has been previously provided which the Developer has given his written approval thereto.
- (b) No commercial vehicles (excepting private passenger type vehicles tagged as commercial, i.e. a Suburban or other Sport Utility vehicle, but not trucks), construction equipment, or like equipment or mobile or stationary trailers of any kind shall be permitted on or near any lot of the subdivision unless kept in a garage completely enclosed. Vehicles used during the home construction phase of this subdivision may be excepted.
- (c) No overnight parking of any trailer, boat, camper or recreational vehicle (RV) is permitted except when it is completely concealed from the view from neighboring lots, roads, or streets.
- (d) Playground equipment may be kept on the premises provided it is in an area totally concealed from the street or streets.
- (e) No temporary or permanent parking of automobiles or other vehicles is permitted in the yard of any lot. Nor may any unoperable automobile or other unoperable vehicle be repaired, parked, or stored on any lot, driveway or street for more than five consecutive calendar days, unless done in an area totally concealed from any street or streets.
- (f) No detached building other than a garage may exceed eight (8) feet in height without prior written approval.
- (g) After the completion of the principle residence, no building material of any kind or character or construction tools or equipment may be stored on any lot unless totally concealed from any street.

- (h) No trash, ashes, vegetation, or other refuse may be thrown or dumped on any lot or vacant lot in the addition. Each owner of a vacant lot is required to keep said lot in presentable condition or the Homeowners Association, after issuance of proper notice, may mow said lot, trim trees, remove trash refuse and levy a lien on said lot for the cost involved.
- (i) All clotheslines, garbage cans, woodpiles, storage piles, trailers, boats and other water vehicles of all types, inoperative vehicles, and equipment, except air conditioning units shall be walled in. No window air conditioning unit may be visible from any street or lot.
- (j) The Developer reserves the right to locate, construct, erect and maintain, or cause to be located, constructed, erected and maintained, in, on, and under the areas indicated on the plat as easements, sewer and other pipelines, conduits, poles and wires, or any other method of conduction for performing any quasi-public utility or function above or beneath the surface of the ground, with the right of access at any time to the same for the purpose of repair and maintenance.
- (k) No leaching cesspool or septic tank shall be constructed and/or used on any lot in this addition.
- (l) No owner of any lot or lots in this addition shall demand or require the furnishing of electric service through or from overhead wire facilities so long as electric service is available from an underground distribution system and the owner of each lot shall provide the required facilities to take and receive electric service to any improvements erected thereon by means of underground service conductors, installed, owned and maintained in accordance with plans and specifications furnished by the electric service supplier, leading from the source of supply in the utility reserve to such improvements.

Section 12. Signs, Billboards and Miscellaneous Structures.

- (a) No signs or billboards will be permitted upon this property except those advertising the sale or rental of such property, provided that such signs do not exceed six (6) square feet in area, or those for which written approval has been obtained in advance.
- (b) No miscellaneous structures are allowed on the property without prior written approval. These miscellaneous structures include, but are not limited to, outbuildings (building structures not attached or forming a part of the principal living structure), storage tanks, tool sheds, kennels, pool houses, pergolas, greenhouses, wind powered generators and the concomitant towers, satellite receivers, radio or television towers, antennae or aerials or any other temporary structure, etc. This is not intended to prohibit outbuildings, etc., but only to control the use thereof for the protection of all owners. There is no exception for television antennas that do not exceed six (6) feet in height, until such time as cable television is available. After construction has been completed on the residence, the herein described structures are not permitted unless totally concealed from the street.

- (c) No solar panels or other solar energy devices shall be allowed to extend more than two (2) feet in height from the top of the house. This provision is not intended to prohibit solar panels or solar energy devices but merely to limit the design thereof.

Section 13. General.

- (a) No tank for storage of oil or other fluid may be maintained above the ground on any of these lots.
- (b) No detached structure or building for purely ornamental use is permitted without prior written consent.
- (c) The keeping or housing of poultry, cattle, horses, or other livestock, of any kind or character is prohibited on any lot.
- (d) No garage or outbuilding on any lot shall be used as a residence or living quarters.
- (e) No house or outbuilding shall be moved to any lot from any other locality, without prior written consent. No building or other structure shall be constructed or maintained upon any lot which would in any way impede natural drainage without prior written consent. No grading, scraping, excavation or other rearranging or puncturing of the surface of any lot shall be commenced which will or may tend to interfere with, encroach upon, or alter, disturb or damage any surface or subsurface utility line, wire or easement, or which will or may tend to disturb the minimum or maximum subsurface depth requirement of any utility line, pipe, wire or easement.
- (f) No drilling or puncturing of the surface for oil, gas or other minerals or hydrocarbons or water or combination thereof shall be permitted without prior written consent.
- (g) All small drainage channels, emergency overflow and other swales which are important to abutting properties but are not a part of the drainage system maintained by public authority or utility company, shall be the property owner's responsibility; and it shall be the responsibility of the owner to (a) keep the easements, channels and swales free of any structure, planting or other material which may change the direction of flow or obstruct or retard the flow of water in the channels or swales, whether they be in easements or contained on the individual property owner's lot, and (b) the property owner shall provide continuous maintenance of the improvements in the easements, or of the channels or swales; except for the improvements for which a public authority, utility company or property owner's maintenance association is responsible.
- (h) No Lot shall be physically split or subdivided into two or more parcels by any means unless adding the said lot to an existing lot to increase the size. For the purpose of the preceding sentence, "any means" includes but is not limited to deeds, mortgages or liens, mortgage or lien foreclosures, partition suits or any other means whatsoever.
- (i) All lot owners are required to become members of the Southfork HOA, Inc. and abide by its' rules, regulations, and by-laws.

- (j) The Developer shall be the sole grantor of all written approvals or consents required in these covenants, until such time as Developer assigns in writing to the Homeowner's Association said right to issue written approvals or consent.

Section 14. Right to Enforce. The restrictions herein set forth shall run with the land and bind the present owners, its successors and assigns, and all parties claiming by, through, or under them, shall be taken to hold, agree and covenant with the owners of said Lots, their successors and assigns, and with each of them to conform to and observe said restrictions as to the use of said lots and construction of improvements thereon but no restriction herein set forth shall be personally binding on any corporation, person or persons, except in respect to breaches committed during his, its or their ownership of title to said land, and the owner or owners of any of the above shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth in addition to the ordinary legal action for damages; and failure of companies or owner or owners of any other lot or lots shown in this plat to enforce any of the restrictions herein set forth at the time of its violation shall in no event be deemed a waiver of the right to do so thereafter.

Such premises shall be subject to any and all right and privileges which the City of Oklahoma City or the County of Oklahoma may have acquired through dedication or the filing or recording of maps or plats of such premises, as authorized by law, and provided further, that no covenants, conditions, reservations, or restrictions, or acts performed shall be in conflict with any state, county or city zoning, ordinance or law.

NOW THEREFORE, Declarant and Owner hereby create the Southfork HOA, Inc., and declare that all of the property described below shall be subject to the following Specific Provisions, Membership and Voting Rights, Covenant for Assessments, and General Provisions of said Association.

SOUTHFORK HOA, INC. SPECIFIC PROVISIONS

Section 1. THE ASSOCIATION. The Association is a non-profit Oklahoma corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles, By-Laws, and this Declaration. Neither the Articles nor the By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. The Association, by reference, shall extend to and encompass by membership, all land contained within SOUTHFORK Phase I and future phases in Canadian, Oklahoma.

Section 2. BOARD OF DIRECTORS. The Association shall have a Board of Directors, as provided in this Declaration. Any action taken pursuant to the rights, powers, and duties granted to the Association by the Declaration, Articles, By-Laws, SOUTHFORK HOA, INC. Rules and Architectural Rules may be taken by the Association only upon the vote of its board. The affairs of the Association shall be conducted by, and the Association shall act through, its Board and such officers as the Board may elect or appoint, in accordance with the Declaration, the Articles, and the By-Laws, as the same may be amended from time to time. The Association may act only as determined by a majority vote of the Board, except where a vote of more than a majority of the Board is specifically required in this Declaration, the Articles or the By-Laws.

Section 3. POWERS AND DUTIES OF THE ASSOCIATION. The Association shall have such rights, powers, and duties as set forth in this Declaration, the Articles and By-Laws, as same may be amended from time to time, which shall include, but not be limited to, the following:

a. **PROPERTY INSURANCE.** The Association may keep any Improvements in the Commons insured against loss or damage from such hazards and with such policy limits as it may deem desirable. The Association may also insure any other property, whether real or personal, owned by the Association, against loss or damage from such hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. Premiums for all insurance carried by the Association shall be common expense included in the assessments made by the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property on which the insurance was carried or otherwise utilized as determined by the Association.

b. **LIABILITY INSURANCE.** The Association shall have the power to obtain comprehensive public liability insurance, in such limits as it shall deem desirable, and workmen's compensation insurance and other liability insurance as it may deem desirable. Insureds may include the Association, the Owners, the Board, the Declarant and managing agents (if any). The premiums for liability insurance are common expenses included in the assessments made by the Association.

c. **OTHER INSURANCE.** The Board, at its option, may elect to cause the Association to obtain one or more blanket insurance policies or umbrella insurance policies, as to one or more of the types of insurance deemed advisable by the Board with such policy limits and insureds as may be determined by the Board. If such policy or policies are obtained, the premiums shall be common expenses paid from the assessments made by the Association.

Section 4. THE SOUTHFORK RULES. The Association may, from time to time, adopt, amend, repeal, and enforce rules and regulations to be known as the SOUTHFORK Rules. The SOUTHFORK Rules may restrict and govern the use of any area by any Owner, or by an invitee of such Owner; provided, however, that the SOUTHFORK Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles, or By-Laws. A copy of the SOUTHFORK Rules, as they may from time to time be adopted, amended, or repealed, shall be available to each Owner.

Section 5. ENFORCEMENT OF RULES. For each violation by an Owner or Owner's invitee of the provisions of this Declaration, the Articles, the By-Laws, the Architectural Rules, or the SOUTHFORK Rules, the Board may, upon ten days' written notice, suspend an Owner's voting rights. In addition to the suspension provided herein, the Board may seek an injunction or other redress in a court of law. Any Owner against whom such injunction or redress is sought shall be liable for attorney's fees and costs incurred by the Board on behalf of the Association, and such amounts may be collected in the same manner as assessments as provided herein. Any suspension or injunctive action must be approved by the Board, and all decisions of the Board shall be final. The remedies provided in this paragraph are cumulative and may not be exercised simultaneously with, and in addition to, the remedies provided in this Declaration for collection of assessments.

Section 6. PERSONAL LIABILITY. No member of the Board, or of any Committee of the Association, or any officers of the Association, or the Manager, shall be personally liable to

any Owner or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of the Association, the Board, the Officers, or any other representative or employee of the Association, or any other Committee, or any officer of the Association, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, without willful misconduct.

MEMBERSHIP AND VOTING RIGHTS

Section 1. MEMBERSHIP. Every Owner of a Lot shall be a member of the Association. Every member of the Association agrees to uphold and abide by and under the Declaration of Covenants, Conditions, and Restrictions of SOUTHFORK Phase I.

Section 2. DIRECTORS. The Association shall have five directors. Declarant shall have the option to appoint two of the five directors at any annual meeting of the members held at a time when Declarant is Owner of one or more Lots. The remaining directors shall be elected by vote of all of the Owners, including the Declarant. If Declarant does not exercise its option to appoint two directors at a particular annual meeting of the members, it may, nonetheless, exercise such option at subsequent annual meetings of the members, provided Declarant is Owner of one or more Lots at the time of such subsequent annual meetings.

Section 3. VOTING. Owners shall vote only by Lot, and each Lot shall have one vote. Fractional votes shall not be allowed. In the event Owners of a Lot are unable to agree among themselves as to how the vote of that Lot shall be cast, they shall lose their right to cast the vote for such Lot on the matter in question. When any Owner casts a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of all other Owners of the same Lot, unless the Owner or Owners are present and object at the time the vote is cast.

Section 4. ELECTION OF DIRECTORS. In any election of the members of the Board, one ballot shall be taken after nominations have been received. Each Lot shall have one vote. The three nominees receiving the highest number of votes shall be deemed elected to the Board. At such time as Declarant is no longer an Owner (or does not exercise its option to appoint two directors), the five nominees receiving the highest number of votes shall be deemed elected to the Board. Any tie votes shall be broken by lottery.

Section 5. RIGHTS OF MEMBERS. Each member shall have such other rights, duties, and obligations as set forth in the Articles, By-Laws, Architectural Rules, and SOUTHFORK HOA, INC. Rules as same may be amended from time to time.

Section 6. TRANSFERABILITY. The Association membership of an Owner shall be appurtenant to the Lot of said Owner. The rights and obligations of an Owner and membership in the Association shall not be assigned, transferred, pledged, conveyed, or alienated in any way except upon transfer of record of ownership to the Owner's Lot and then only to the transferee of ownership to such Lot, or by intestate succession, testamentary disposition, foreclosure of a mortgage of record, or such other legal process as is now in effect or as may hereafter be established under or pursuant to the laws of the State of Oklahoma. Any attempt to make a prohibited transfer shall be void. Any transfer of record of ownership to a Lot shall operate to transfer said membership to the new Owner thereof.

Section 7. POWER TO BORROW. The Association may borrow, for Association purposes, but borrowings in the excess of five thousand dollars (\$5,000) of aggregate Association debt shall require the prior approval of at least two-thirds (2/3rds) of the votes of the Lots. No Owner shall be required to become personally obligated on debts of the Association to third parties, unless they do so voluntarily. No debt financing may extend over a period of more than five years. The Association may not mortgage its real estate or Improvements, but may pledge its tangible personal property to secure its debts.

COVENANT FOR ASSESSMENTS

Section 1. CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. Each purchaser of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association such assessments as may become applicable to their Lots, as provided below. There is hereby created in favor of the Association the right to claim a lien, with power of sale, on each and every Lot within SOUTHFORK Phase I to secure payment to the Association of any and all assessments levied against such Lot as provided herein. Each such assessment shall also be the personal obligation of the Owner of such Lot at the time when the assessment was levied against such Lot. The personal obligation for delinquent assessments shall not pass to successor Owners unless expressly assumed by them, but shall remain a lien on such Lot (except as provided in Section 12, below) and the personal obligation of the Owner who was Owner at the time the assessment was made.

Section 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in SOUTHFORK Phase I, for the maintenance and improvement of the Commons, and for maintaining the overall aesthetic beauty of SOUTHFORK Phase I, and to cover the cost of the services and materials incidental thereto and incidental to the operation of the Association, including the establishment of reserves for repair and replacement of capital items.

Section 3. SOUTHFORK AMOUNT OF REGULAR ASSESSMENT. Regular assessments shall be made on an annual basis, and shall be in an equal amount for each and every Lot subject assessment. The maximum regular assessment for the calendar year, 2015, shall be one hundred twenty dollars (\$120) per Lot. For calendar year 2016, the maximum regular assessment per Lot shall be not in excess of twenty percent (20%) above the maximum regular assessment permissible for the pervious year. For calendar year 2015, and after, the Board may set the regular assessment in any amount per Lot not in excess of the maximum regular assessment for the year for which the assessment is made. The regular assessment per Lot may be set in excess of the maximum only if first recommended by the Board and approved by the votes of two-thirds (2/3rds) of all Lots subject to regular assessments.

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Section 4. REGULAR ASSESSMENT OBLIGATION. Lots and the Owners thereof (except for the Declarant and Lots owned by the Declarant as well as lots owned by builders) shall be obligated for any regular assessment per Lot made by the Association.

Section 5. SPECIAL ASSESSMENTS. Special assessments are applicable only to all Owners of Improved Lots, and must first be recommended by the Board and then approved by a majority of the votes of all Improved Lots; provided, however, no special assessment may be voted which shall require the Owner of an Improved Lot to pay total special assessments in excess of an amount equal to the maximum regular assessment applicable to such year, unless approved by at

least two-thirds (2/3rds) of the votes of all Improved Lots. Special assessments shall be applicable to not more than three calendar years after the date of assessment. Special assessments shall be only for Association purposes, including, but not limited to, defraying the cost of any construction, reconstruction, repair, or replacement of items in or a part of the Commons, and the establishment of reserves for such costs.

Section 6. DATE OF COMMENCEMENT OF ASSESSMENTS; DUE DATES. The regular assessment period shall be the calendar year. The regular assessment shall be established at least ten (10) days in advance of each regular assessment period. Written notice of the regular assessment and each special assessment shall be sent to every Owner subject thereto. The due date (or dates, if made payable in installments) shall be established by the Board. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 7. EFFECT OF NON-PAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION. Each Owner of any Lot shall be deemed to covenant and agree to the enforcement of the Assessments in the manner herein specified. If any assessment, or installment thereof, is not paid by the due date specified by the Board, the Owner or Owners of the Lot for which the delinquent assessment or installment is unpaid shall lose the right to cast a vote of that Lot in the Association until all amounts due are paid in full. The Association may employ an attorney or attorneys for collection of any delinquent assessment or installment thereof, whether by suit or otherwise, or to enforce compliance with or for specific performance of the terms and conditions of this Declaration, the Articles, By-Laws, Architectural Rules or SOUTHFORK Rules. In addition to any amounts due or any relief for remedy obtained by the Association against an Owner, such Owner agrees to pay the Association its reasonable attorney's fees, plus interest and costs thereby incurred. Any interest provided in this Declaration shall be charged at an annual rate equal to the National Bank of Commerce and Trust Company of Oklahoma City, Oklahoma, prime rate, plus three percent (3%), and shall vary with any changes in said prime rate during the period for which interest is computed. In the event an assessment or installment thereof is not paid when due, and thus becomes a delinquent obligation, or in the event an Owner fails to perform or comply with any other obligation of this Declaration, the Articles, By-Laws, Architectural Rules or SOUTHFORK Rules, then (in addition to any other remedies herein or by law or by equity provided) the Association may enforce each such obligation by either or both of the following procedures:

a. ENFORCEMENT BY SUIT. The Board may cause a suit to be commenced and maintained in the name of the Association against an Owner to collect such delinquent assessments; to cause a temporary and/or permanent injunction or mandatory injunction to issue for compliance with or perform of said obligation by an Owner and/or his invitees; and to seek damages against an Owner or his invitee for violation of said obligation. Any judgement rendered in favor of the Association in any such action shall include (but not necessarily be limited to) the amount of any delinquency, together with interest thereon from the date of the delinquency at the rate provided above, court costs, and reasonable attorneys' fees in such amount as the court may adjudge against the Owner.

b. ENFORCEMENT BY LIEN. The Association may file of record a lien in favor of the Association, against any Lot with a delinquent assessment. Such a lien shall be executed and acknowledged by an officer of the Association, and shall contain substantially the following information:

- (1) The name of the Owner of the Lot with the delinquent assessment;
- (2) The legal description and street address of the Lot against which lien is filed.
- (3) The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, court costs, and reasonable attorneys' fees, all of which constitute the amount of the lien;
- (4) A recital to the effect that the lien is filed by the Association pursuant to the Declaration. Upon recordation of a duly executed original or copy of such lien, then the lien shall immediately attach and become effective in favor of the Association as a lien upon the Lot against which such assessment was levied, and shall have priority over any claim of homestead or other exemption and over all liens, mortgages, Deeds of Trust, or claims or encumbrances created subsequent to the recordation of the lien provided hereby, except only tax liens for real property taxes on any Lot, and assessments on any Lot in favor of any municipal or governmental assessing unit. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a realty mortgage or trust deed as set forth by the laws of the State of Oklahoma, as the same may be changed or amended. The lien provided for herein shall be in favor of the Association and shall be for the benefit of the Association. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage, and convey any Lot. Each Owner, by becoming an Owner of a Lot in SOUTHFORK Phase I, hereby expressly waives any objection to the enforcement and foreclosure of this lien substantially in the manner provided herein, or in any other manner provided by law.

Section 12. PRIORITY OF LIEN. The sale or transfer of any Lot pursuant to the foreclosure of any prior lien shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from Liability for any assessments thereafter becoming due or from the lien thereof, nor shall the Owner or Owners prior to foreclosure sale or transfer be relieved of his or their personal liability for the assessments unpaid prior to such sale or transfer. Any other sale or transfer of any Lot shall not affect the assessment lien.

IMPROVEMENTS BY DECLARANT

Section 1. IMPROVEMENTS. Declarant shall, at its expense, for the benefit of the Subdivision Plat and Homeowners Association, complete improvements which include an entry fence along Mustang Road, a subdivision entry identification sign, and professional landscaping. These improvements shall constitute the "Common Area", or the "Commons". Declarant makes no warranties (implied or otherwise) regarding any improvements in SOUTHFORK Commons, but assigns the Association all warranties (if any) made by third parties with respect to said improvements.

Section 2. DESIGNATION OF ADDITIONAL COMMON AREA. Maintenance of the Common Areas and/or private drainage easements shall be the responsibility of the SOUTHFORK Homeowners Association. No structures storage of material, grading, fill or other obstructions, including fences, either temporary or permanent, that may cause a blockage of flow or an adverse effect on the functioning for the use of conveyance of storm water and/or drainage easements as shown on the recorded plat. Certain amenities such as, but not limited to walks,

benches, fences as currently installed, shall be permitted if installed and maintained to meet the requirements of this paragraph.

Section 3. ADDITIONAL IMPROVEMENTS. Though Declarant has no obligation for additional improvements, Declarant or any other party may, with the consent of the Board and the prior written approval of the Homeowner's Association, build or construct additional improvements, which shall become a part of SOUTHFORK Commons and be for the benefit of all Owners.

MAINTENANCE BY ASSOCIATION. The improvements and greenbelt constituting the Commons shall be maintained and repaired by the Homeowners Association. The Association mow and trim each year front and back on every lot when necessary. The Association may, at any time, as to any part of any Common Area:

- a. Repair, maintain, reconstruct, replace, refinish or complete any Improvement or portion thereof upon any such area in accordance with the last plans thereof approved by the Homeowner's Association; the original plans for the Improvement; or, if neither of the foregoing is applicable and if such Improvement was in existence prior to this Declaration, then in accordance with the original design, finish, or standard of construction of such Improvement as same existed;
- b. Construct, reconstruct, repair, replace, maintain, resurface or refinish any road improvement or surface upon any portion of the Commons, whether used as a road, street, walk, driveway, parking area, footpath or trail;
- c. Maintain, remove, replace or treat injured and diseased trees or other vegetation in any common area, and plant trees shrubs, and ground cover to the extent that the Association deems desirable for the conservation of water and soil or for aesthetic purposes;
- d. Place and maintain upon any such area such signs as the Association may deem appropriate for the proper identification, use, and regulation thereof; and,
- e. Do all such other and further acts which the Association deems necessary to maintain, preserve and protect any common area and the beauty thereof, in accordance with the general purposes specified in this Declaration. The Association shall be the sole judge as to the appropriate maintenance, preservation and protection of all grounds within any common area.

DAMAGE OR DESTRUCTION OF THE COMMONS BY OWNERS. In the event any part of the Commons is damaged or destroyed by an Owner or any of an Owner's invitees, such Owner does hereby authorize the Association to repair said damaged area, and the Association shall so repair said damaged area in a good workmanlike manner in conformance with the original plans and specification of the area involved, or as the area may have been modified or altered subsequently by the Association, in the discretion of the Association. The amount necessary for such repairs shall be paid by such Owner, upon demand, to the Association, and the Association may enforce collection of same in the same manner as provided elsewhere in this Declaration for collection and enforcement of assessments.

USE BY MOTOR VEHICLES. No motor vehicle of any description, other than vehicles used in maintenance of the Commons, shall be allowed on the unpaved portions of the Commons, except in parking areas (if any) designated in the SOUTHFORK Rules, or when specifically authorized by the Board. The Board's right to control the use of any hard-surfaced portion of the Commons shall include but not be limited to, establishing speed limits and parking rules.

REGULATION. The Association shall have the exclusive right to make, promulgate, supplement, amend, change, or revoke the SOUTHFORK Rules pertaining to the use and operation of the Commons and all other property within SOUTHFORK. All owners shall abide by the SOUTHFORK Rules and shall be responsible for all acts of the Owner's invitees.

UNIFORM MAINTENANCE. Declarant, and each Owner of any Lot in SOUTHFORK Phase I, and the Association, hereby covenant each with the other that any maintenance provided by the Association for the Commons, and the Improvements located thereon, shall be in a substantially uniform manner and to uniform standards consistent with the intent of this Declaration. Such maintenance shall be performed by the Association.

IMPROVEMENTS. No Improvement shall be placed or constructed upon or added to the Commons except with the prior written approval of the Homeowner's Association and the Board, except as otherwise specifically provided herein.

GENERAL PROVISIONS

Section 1. ENFORCEMENT. Any Owner, as well as the Association, shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens, charges, and rules now or hereafter imposed by the provisions of this Declaration. Failure by any Owner or the Association to enforce any such restriction, condition, covenant, reservation, lien, charge, or rule now or hereafter contained in the Declaration shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. SEVERABILITY. Every term and provision of this Declaration, and of the Articles, By-Laws, Architectural Rules, and SOUTHFORK Rules referenced herein, is intended to be severable. If any such term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of any other of such terms and provisions.

Section 3. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the Property and each Owner hereof and inure to the benefit of each Owner and the Association from and after the date this Declaration is recorded. All the Owners of at least eighty percent (80%) of the Lots may amend this Declaration at any time. Any such amendment to the Declaration must be recorded.

Section 4. VIOLATIONS AND NUISANCE. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by the Association or any Owner or Owners of Lots within SOUTHFORK Phase I. However, any other provisions to the contrary notwithstanding, only the Association, the Board, or the duly authorized agents of any of them, may enforce by self-help any of the provisions of this Declaration.

Section 5. VIOLATION OF LAW. Any violation of any state, municipal, or local law, ordinance or regulation, pertaining to the ownership, occupation, or use of any property within SOUTHFORK is hereby declared to be a violation of the Declaration and subject to any or all of the enforcement procedures set forth in said Declaration.

Section 6. REMEDIES CUMULATIVE. Each remedy provided by this Declaration is cumulative and not exclusive.

Section 7. DELIVERY OF NOTICES AND DOCUMENTS. Any written notice or other documents relating to or required by this creation of the Southfork HOA, Inc., may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered forty-eight (48) hours after a copy of the same has been deposited in the Certified United States Mail, postage prepaid, addressed as follows:

If to the Association: c/o the registered agent of Southfork HOA, Inc., an Oklahoma Corporation.

If to an Owner: To the address last furnished by an Owner to the Association

Provided, however, that any such address may be changed at any time by the party concerned by recording a written notice of change of address and delivering a copy thereof to the registered agent of the Association. Each Owner of a Lot shall file the correct mailing address of such Owner with the registered agent of the Association, and shall promptly notify the Association in writing of any subsequent change of address. If no address has been furnished to the Association by an Owner, notice may be given an Owner by posting written notice on the Owner's Lot.

Section 8. RIGHT OF DECLARANT TO ASSIGN. The Declarant, by an appropriate instrument or instruments, may assign or convey to any person, persons or entity any or all of the rights, reservations, easements, and privileges or any one or more of them at any time or times in the same way and manner as provided for in Section 7 of this instrument.

Section 9. THE DECLARATION. By becoming an Owner of a lot, each Owner for himself, or itself, his heirs, personal representatives, successors, transferees, and assigns, becomes bound, accepts and agrees to all of the rights, powers, easements, provisions, restrictions, covenants, conditions, rules, and regulations now or hereafter imposed and granted by this Declaration and any amendments thereof. In addition, each such Owner by so doing, thereby acknowledges that this Declaration sets forth a general plan for the improvement and development of SOUTHFORK and hereby evidences his interest that all rights, powers, easements, provisions, restrictions, conditions, covenants, rules, and regulations contained herein shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, successors and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the various future owners of Lots in SOUTHFORK Phase I.

Section 10. ENUMERATION OF SPECIFICS. As used in this Declaration, the enumeration of items within a class shall not be deemed to limit the intended expression to those items only, but shall be broadly interpreted to effect the overall intent of this Declaration so that such expression shall include all things which might reasonably fall within such class of items so enumerated and similar or closely related classes, so long as such interpretation is beneficial to and in the furtherance of the purposes of this Declaration.

Section 11. DESCRIPTIVE HEADINGS. Captions and headings contained in this Declaration are for convenience and reference purposes only, and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Declaration or of any provision hereof.

Section 12. OKLAHOMA LAW. The interpretation and enforcement of this Declaration shall be governed by the laws of the State of Oklahoma.

IN WITNESS WHEREOF, the undersigned, being the Declarant, Owner, and Developer herein, have hereunto set their hand this 17 day September, 2015.

SURREY, LLC.

By Michael Love, Manager/Member
SURREY, LLC.

STATE OF OKLAHOMA

LLC. ACKNOWLEDGEMENT

COUNTY OF OKLAHOMA

On this 17 day of September, 2015, before me, the undersigned Notary Public in and for the County and State, aforesaid, personally appeared Michael Love, * to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its Manager and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

*Manager/Member of Surrey, LLC

MY COMMISSION EXPIRES:

Katie Z. Hartman
Notary Public



BYLAWS OF SOUTHFORK DEVELOPMENT AT SH HOA, INC.

The name of the organization shall be Southfork Development At SH HOA, Inc.

ARTICLE I PURPOSE AND PARTIES

1. Governance of Regime. The purpose for which this nonprofit corporation is formed is to own, manage and maintain the Common Areas and other properties of the Association in the planned Lot development known as Southfork Phase I hereinafter referred to as the "Project", situated in the County of Canadian, State of Oklahoma, which property is described in the various Declarations of Covenants, Conditions and Restrictions ("Declaration") of Southfork Phase I and which property has been submitted to the regime created by the Real Estate Development Act of the State of Oklahoma by the recording of the Declaration of Covenants, Conditions and Restrictions in Book 4322 Pages 1010-1024, records of the County Clerk's office of Canadian County. All definitions contained in said Declarations and any amendments thereto, shall apply hereto and are incorporated herein by reference.

2. Owners Subject to These Bylaws; Acceptance of Bylaws. All present or future Owners, tenants, future tenants of any Lot, or any other person who might use in any manner the Common Areas or any facilities or property of the Association are subject to the provisions and any regulations set forth in these Bylaws. The mere acquisition, lease or rental of any Lot or the mere act of occupancy of a Lot will signify that these Bylaws are accepted, approved, ratified, and will be complied with.

ARTICLE II MEMBERSHIP, VOTING MAJORITY OF CO-OWNERS ("Owners"), QUORUM, PROXIES

1. Membership. Except as is otherwise provided in the Declarations, the Articles of Incorporation or in these Bylaws, ownership of a Lot in the Southfork Phase I development is required in order to qualify for membership in this Association. Any person on becoming an Owner of a Lot shall mandatorily and automatically become a member of this Association and be subject to the Bylaws. Such membership shall terminate without any formal Association action whenever such person ceases to own a Lot, but such termination shall not relieve or release any such former owner from any liability or obligations incurred under or in any way connected with this Association during the period of such ownership and membership or impair any rights or remedies which the owners have, either through the Board of Directors of the Association or directly, against such former owner and member arising out of or in any way connected with ownership and membership and the covenants and obligations incident thereto.

2. Voting. There shall be one vote per one Lot owned. Co-owners or joint tenants may only exercise one vote. No fractional votes are allowed. No Lot owner who is not current in his/her annual dues may vote at any meeting.

3. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of one-third (1/3rd) of the owners (if voting is disproportionate owners shall mean the number of votes) shall constitute a quorum. In the event a quorum is not present, then the meeting called shall be adjourned, and, if notice has not already been given, notice of a new meeting for the same purposes within two (2) to four (4) weeks shall be sent by mail, at which meeting the number of owners represented in person or by proxy shall be sufficient to constitute a quorum. An affirmative vote of a majority of the members either in person or by proxy shall be required to transact the business of the meeting.

4. Proxies. Votes may be cast in person or by written proxy. Proxies must be filed with the Secretary or assistant Secretary of the Association before the appointed time of each meeting.

ARTICLE III ADMINISTRATION

1. Association Responsibilities. Southfork Development At SH HOA, Inc., Inc. hereinafter referred to as "Association", will have the responsibility of administering the project through a Board of Directors. The Association shall have the direct obligation and responsibility for maintenance, operation and repair of the Common Areas including the areas appurtenant to statutory street right-of-ways along section line roads and any other areas shown on the plat as common right-of-way such as entrances and center medians. It is the intent of this Declaration to require the Association to maintain all areas outside any lot line including

any improvements made by Declarant or the Board of Directors for the benefit of the neighborhood.

2. Place of Meeting. Meetings of the Association shall be held at such suitable place, convenient to the owners, as the Board of Directors may determine.

3. Initial Meeting. The first meeting of the Association shall be held upon notification from the Declarant of its intention to turn over control of the Association to the Members or upon notification from the Declarant that more than seventy-five (75%) of the lots have been sold and occupied by Owners, whichever first occurs. Notice of the time and place of the initial meeting to all Owners shall be the responsibility of the Declarant and shall be given in accordance with the requirements for Annual Meetings of the Association.

4. Annual Meetings. Annual meetings of the Association shall be held in November or December of each succeeding year OR as set by the Board of Directors. At such meetings there shall be elected by ballot of the members a Board of Directors in accordance with the requirements of Paragraph 5 of Article IV of these Bylaws. The owners may also transact such other business of the Association as may properly come before them.

5. Special Meetings. It shall be the duty of the President to call a special meeting of the members as directed by resolution of the Board of Directors or upon a petition signed by a majority in voting interest of the owners and having been presented to the Secretary or Assistant Secretary of the Association. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business except as stated in the notice shall be transacted at a special meeting unless by consent of two-thirds (2/3), in interest, of the owners present, either in person or by proxy. Any such meetings shall be held after the first annual meeting and shall be held within thirty (30) days after receipt by the President of such resolution or petition.

6. Notice of Meeting. It shall be the duty of the Secretary or Assistant Secretary of the Association to mail a notice of each meeting (annual or special), by first class mail with postage prepaid thereon, stating the purpose thereof as well as the time and place it is to be held, to each owner of record at least ten (10) days, but not more than thirty (30) days prior to such meeting. The mailing of notice in the manner provided in this paragraph shall be considered notice served. Notice of annual meeting of the Association may also include notice of the subsequent meeting to be held in the event a quorum is not achieved at the called meeting.

7. Order of Business. The order of business at all meetings of the owners shall be determined by the Board of Directors. In lieu of a written agenda by the Board of Directors the order of business shall be as follows:

- (a) Roll call and certifying proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and disposal of unapproved minutes;
- (d) Reports of officers and committees;
- (e) Election of directors, as applicable;
- (f) Unfinished business;
- (g) New Business; and
- (i) Adjournment.

ARTICLE IV BOARD OF DIRECTORS

1. Number, Qualification and Appointment or Election. Until the first annual meeting of the Association, the affairs of the Association shall be governed by the Declarant or its appointed agent. At the first meeting, there shall be elected five (5) members of the Association to the Board of Directors unless the Declarant exercises its right to appoint two (2) directors, then only three (3) Directors will be elected. The Directors, whether appointed or elected shall thereafter govern the affairs of this Association until their successors have been duly elected and qualified. The number of Directors may be increased or decreased at any annual meeting of the members. Nominations for election as a Director at any annual meeting of the Members shall be taken from the floor from any qualified owner. No Owner who is not current in his, her or their annual dues may nominate or be nominated to be a Director.

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

3. Other Powers and Duties. Such powers and duties of the Board of Directors shall include, but shall not be limited to, the following, all of which shall be done for and on behalf of the owners of the project.

(a) Administration. To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations, and all other provisions set forth in the Declaration submitting the property to the provisions of the Real Estate Development Act of the State of Oklahoma, the Bylaws of the Association and supplements and amendments thereto.

(b) Rules and Regulations; Fines. To establish, make and enforce compliance with such reasonable rules as may be necessary for the operation, use and occupancy of the project with the right to amend same from time to time. The procedures for adoption, hearing and imposition of fines are set forth in the Declarations. The amount of a fine adopted by the Board shall include in the adopted Rules and Regulations.

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

(d) Insurance. To insure and keep insured all of the insurable common areas of the property in an amount equal to their maximum replacement value as is provided in the Declaration. To insure and keep insured all of the common fixtures, equipment and personal property for the benefit of the owners of the Lots and their mortgagees. Further, to obtain and maintain comprehensive general liability insurance covering the entire premises in amounts not less than \$100,000.00 per person and \$300,000 per accident and \$50,000 property damages. And to obtain such other insurance policies as deemed appropriate by the Board of Directors.

(e) Budget; Determination of Assessments; Increase or Decrease Same; Levy of Special Assessments. To prepare a budget. To levy and collect special assessments, whenever, in the opinion of the Board, it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies.

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

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

(h) Borrow Funds. To borrow funds in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the recorded Declaration and these Bylaws and to execute all such instruments evidencing such indebtedness as the Board of Directors may deem necessary.

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

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

(k) Manage. To make repairs, additions, alterations and improvements to the general common areas consistent with managing the project in a first class manner and consistent with the best interests of the members.

(l) Books and Records. To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof by each of the owners and each first mortgagee, to cause a review of the books and accounts by a qualified person once a year.

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

(n) Meetings. To meet at least quarterly, provided that any Board of Directors meeting may be attended and conducted by telephone or other device which permits all of the Directors in attendance to

participate in such meeting, and provided further that any action required to be taken at any meeting of the Board of Directors, or any action which may be taken at such meeting, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members of the Board.

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

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

(q) Managing Agent. The Board of Directors may employ for the Association a management agent (Managing Agent) who shall have and exercise all of the powers granted to the Board of Directors by the Declaration and Bylaws.

(r) Property Manager Duties; Management Agreement. To employ workmen, and others; to contract for services to be performed, including those of a Manager; to purchase supplies and equipment; to enter into contracts; and generally to have the powers of an apartment house or property manager in connection with the matters herein set forth, except that the Association may not encumber or dispose of the fee title of any Owner except to satisfy a lien, award or judgment against such Owner for violation of the Owner's covenants imposed by this Declaration. The Association shall not enter into any contract or management agreement for the furnishing of services (other than utility services), materials or supplies, the terms of which is in excess of one year; and further provided, that any contract or management agreement entered into (excluding those utilities) by the Association shall be terminable by the Association for cause upon thirty (30) days written notice or without cause or payment of a termination fee upon ninety (90) days written notice.

(s) Ownership of Lots. To own, convey, encumber, lease or otherwise deal with Lots conveyed to it as the result of enforcement of the lien for common expenses or otherwise.

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

(u) Tax Exempt Status. To determine each year the advisability of election of tax exempt status under the appropriate Section of the Internal Revenue Code of 1954.

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

5. Election and Term of Office; Staggered Office. At the first annual meeting of the Association the term of office of one Director shall be fixed at three (3) years; the term of office of two Directors shall be fixed at two (2) years; and the term of office of two Directors shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting, except as is otherwise provided. If a successor has not been elected at the end of a Director's term that Director's term shall be extended until a successor has been elected.

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

7. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a vote of two-thirds (2/3) of the members entitled to vote, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting. Should any Director miss three consecutive regular meetings of the Board of Directors, he shall be automatically removed from the Board and a successor selected and approved by the Board to fill his unexpired term.

8. Directors' Organization Meeting. The organizational meeting of a newly elected Board of Directors shall be held immediately following the annual members meeting, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

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

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

11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

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

13. Compensation. No member of the Board of Directors shall receive any compensation for acting as such. However, members of the Board of Directors or Association may be reimbursed for expenses incurred by them in the performance of Association business. Compensation does not include gifts of appreciation or condolences to any member or outgoing Directors.

ARTICLE V FISCAL MANAGEMENT

The provision for fiscal management of the association for and on behalf of all of the members as set forth in the Declaration shall be supplemented by the following provisions:

1. Fiscal Year. The fiscal year of the Association shall be the calendar year.

2. Dues; due Date; Adjustment; Commencement. The annual dues are hereby determined to be \$144.00 per year as stated in the Declarations. The dues shall be collected annually. The initial due date is set at March 1st; however, the due date may be adjusted by the Board of Directors prior to the commencement of the fiscal year. During the period of Declarants management the dues may be adjusted up or down as necessary for a developing neighborhood. Once a homeowner board has been elected the annual dues may be increased each year by the Board of Directors up to twenty (20%) percent of the previous year's dues without approval of the membership. Any increase in excess of twenty (20%) percent must be approved by a majority vote of those members in attendance at the annual meeting, or any special meeting called for that purpose. The Developer and Builders who purchase a lot for construction and resale do not pay dues.

3. Accounts. The funds and expenditures of the members by and through the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

(a) Current or Common expenses, which shall include all funds and expenditures within the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves and to additional improvements.

(b) Reserves for deferred maintenance, which shall include funds for maintenance items which

occur less frequently than annually.

(c) Reserves for replacement (sinking funds), which shall include funds for repair or replacement required because of damage, wear or obsolescence.

(d) Capital improvements, which shall include funds for construction of new improvements for which reserves for replacement have not been established.

ARTICLE VI OFFICERS

1. Designation. The officers of the Association shall be a President, Vice president, Secretary, Treasurer and Chairman of the Maintenance Committee, all of whom shall be members of and elected by the Board of Directors, and such assistant officers as the Board shall, from time to time, elect. Such assistant officers need not be members of the Board of Directors, but each shall be an owner of a Lot.

2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office subject to the continuing approval of the Board.

3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may have his office removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. Members of the Board may only be removed by vote of the owners as provided elsewhere in these Bylaws.

4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors unless he is absent. He shall have all of the general powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the owners from time to time as he may, in his discretion, decide are appropriate to assist in the operation of the Association or as may be established by the Board or by the members of the Association at any regular or special meeting.

5. Vice President. The Vice President shall have all the powers and authority and perform all the functions and duties of the President, in the absence of the President, or his inability for any reason to exercise such powers and functions or perform such duties, and also perform any duties he is directed to perform by the President.

6. Secretary.

(a) The Secretary shall keep all the minutes of the meetings of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary and as is provided in the Declaration and the Bylaws.

(b) The Secretary shall compile and keep up to date at the principal office of the Association a complete list of members and their last known addresses as shown on the records of the Association. Such list shall also show opposite each member's name the number or other appropriate designation of the Lot owned by such member. Such list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

7. Treasurer. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. In the event a Managing Agent has the responsibility of collecting and disbursing funds, the Treasurer shall review the accounts of the Managing Agent within fifteen (15) days after the first day of each month.

**ARTICLE VII
INDEMNIFICATION OF OFFICERS,
DIRECTORS AND MANAGING AGENT**

1. Indemnification. The Association shall indemnify through insurance or other means every Director, Officer, Managing Agent, their respective successors, personal representatives and heirs, against all loss, costs and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceedings to which he may be made a party by reason of his being or having been a Director, Officer or Managing Agent of the Association, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Director, Officer or Managing Agent in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Director, Officer or Managing Agent may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing in this Article VII shall be deemed to obligate the Association to indemnify any member or owner of a Lot who is or has been a Director or officer of the Association with respect to any duties or obligations assumed or liability incurred by him under and by virtue of the Declaration.

2. No Personal Liability. Contracts or other commitments made by the Board of Directors, Officers or the Managing Agent shall be made as agent for the members, and they shall have no personal responsibility on any such contract or commitment (except as members), and the liability of any member on such contract or Commitment shall be limited to such proportionate share of the total liability thereof as the common interest of each member bears to the total assets of the Association.

**ARTICLE VIII
AMENDMENTS TO BYLAWS**

1. Amendments to Bylaws. These Bylaws may be amended by the Initial Directors at any time prior to the first annual meeting of the membership. Thereafter these Bylaws may be amended by the Association at a duly constituted meeting called for such purpose or in any regular meeting so long as the notice of such meeting sets for the complete text of the proposed amendment. No amendment by the Association shall be effective unless approved by a 2/3rds vote of the members and memorialized in a writing signed by the Board of Directors.

**ARTICLE IX
EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING
ADDRESS AND DESIGNATION OF VOTING REPRESENTATIVE**

1. Proof of Ownership. Any person, on becoming an Owner of a Lot, shall furnish to the Managing Agent or Board of Directors a true and correct copy of the original or a certified copy of the recorded instrument vesting that person with an interest or ownership in the Lot, which copy shall remain in the files of the Association. A member shall not be deemed to be in good standing nor shall he be entitled to vote at any annual or special meeting of members unless this requirement is first met.

2. Closing and Acknowledgment of Restrictions. In conjunction with furnishing to parties such as closing agents, notice of any lien claim by the Association for unpaid dues and assessments the Board of Directors, or Managing Agent, shall require the Seller-Lot Owner, or the closing agent, to obtain from the Purchaser of a Lot a signed acknowledgment of receipt of a copy of the Declarations, Articles of Incorporation, Bylaws and the rules or regulations of the Association, if any. Copies of these instruments will be furnished by the Association for this purpose to every Lot Owner, closing or transfer agent or Purchaser.

3. Registration of Mailing Address. The owner or several owners of an individual Lot shall have one and the same registered mailing address to be used by the Association for mailing of annual statements, notices, demands and all other communications, and such registered address shall be the only mailing address of a person or persons, firm, corporation, partnership, association or other legal entity or any combination thereof to be used by the Association. Such registered address of an owner or owners shall be furnished by such owner(s) to the Managing Agent or Board of Directors within fifteen (15) days after transfer of title, or after a change of address, and such registration shall be in written form and signed by all

of the owners of the Lot or by such persons as are authorized by law to represent the interest of the owner(s) thereof.

4. Designation of Voting Representative Proxy.

a. If a Lot is owned by one person, his right to vote shall be established by the record title thereto. If title to a Lot is held by more than one person or by a firm, corporation, partnership, association, or other legal entity, or any combination thereof, such Owners shall execute a proxy appointing and authorizing one person or alternate persons to attend all annual and special meetings of members and thereat to cast whatever vote the owner himself might cast if he were personally present. Such proxy shall be effective and remain in force unless voluntarily revoked, amended or sooner terminated by operation of law; provided, however, that within thirty (30) days after such revocation, amendment or termination, the owners shall reappoint and authorize one person or alternate persons to attend all annual and special meetings as provided by this Paragraph.

b. The requirements herein contained in this Article shall be first met before an owner of a Lot shall be deemed in good standing and entitled to vote at an annual or special meeting of members.

**ARTICLE X
OBLIGATIONS OF THE OWNERS**

1. Assessments. All owners shall be obligated to pay the annual dues imposed by the Association to meet the common expenses. The assessments imposed hereunder shall be due and payable yearly in advance as provided in Article V, paragraph 2. The amount of such assessments may be altered in accordance with Article V of the Declaration. A member shall be deemed to be in good standing and entitled to vote on any annual or special meeting of members, within the meaning of these Bylaws, if, and only if, he shall have fully paid all assessments made or levied against him and the Lot or Lots owned by him, and is not in violation of any rule or regulation of the Association then in force.

2. Lien. The obligations of each owner to pay assessments shall be secured by a lien on the Lot in favor of the Association and such obligation shall survive any sale thereof.

3. General.

(a) Every owner shall comply strictly with the provisions of the recorded Declaration and these Bylaws and amendments thereto.

(b) Each owner shall always endeavor to observe and promote the cooperative purposes for the accomplishment of which this project was developed.

4. Use of Lots.

(a) All Lots shall be utilized only for residential purposes except as are otherwise provided in the Declaration and Plat Map.

5. Use of General Common Areas. Each owner may use the general common areas, sidewalks, pathways, roads and streets located within the entire project in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other owners.

**ARTICLE XI
ABATEMENT AND ENJOINMENT OF VIOLATIONS BY OWNERS**

1. Abatement and Enjoinment. The violations of any rule or regulation accepted by the Board of Directors, or the breach of any Bylaws, or the breach of any provision of the Declaration, shall give the Board of Directors or the Managing Agent the right, in addition to any other rights set forth therein, (i) to enter the Lot in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Lot Owner, any person, structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions thereof, and the Board of Directors or Managing Agent shall not be deemed guilty in any manner of trespass, and to expel, remove and put out, using such force as may be necessary in so doing, without being liable to prosecution or any damages therefore; and (ii) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

2. Denial of Use of Amenities. Should any owner be in default in the payment of any dues, assessments, or other sums due under the terms of the Declaration or these Bylaws, or be in violation of any of the terms of the Declaration, these Bylaws, or any rule or regulation then in force, after due notice to correct such violation, then in any of such events, such owner may be denied the use of any of the amenities until such default or violation is appropriately cured.

ARTICLE XII COMPENSATION

This Association is not organized for profit. No member, member of the Board of Directors, Officer or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as salary credit for dues or compensation to, or distributed to, or inure to the benefit of any member of the Association or the Board of Directors, provided, however, that any member, Director or Officer may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

If it is determined a Member has received compensation for services performed the Association shall be entitled to pursue reimbursement of those funds from the Member and from the individual Directors authorizing payment.

ARTICLE XIII EXECUTION OF DOCUMENTS

The persons, who shall be authorized to execute any and all contracts, documents, instruments or conveyances or encumbrances, including promissory notes, shall be the President or Vice President and the Secretary or Assistant Secretary of the Association.

ARTICLE XIV MISCELLANEOUS

1. Conflict in Documents. In the event that any inconsistency or conflict exists between the items of the Declaration, these Bylaws, or any rule or regulation then in force, the inconsistency or conflict shall in every instance be controlled by the Declaration.

2. Conflict between Owners. In the event that any dispute between owners arises involving any of the common areas, amenities or any other matters concerning the project and the conflict cannot be resolved by the Managing Agent, it shall be resolved by the Board of Directors. This paragraph is not intended to make the Association a party to conflicts between Owners that are purely private.

3. Due Process. In order to afford due process to each owner before any punitive action may be finally imposed by the Board of Directors, each owner shall have the right after receiving notice of the Board's intended imposition of a fine or other punitive action, of not less than ten (10) days written notice served upon the owner as provided by civil process in the State of Oklahoma, a hearing before the Board of Directors, en banc, shall then be available to any owner to present evidence for the purpose of avoiding or mitigating any penalty or punitive action at which hearing both the Association and the owner may produce evidence and present witnesses. The Board of Directors shall promptly resolve the dispute and announce its decision, which in such instances shall be final as to all matters.

4. Exculpation of Unavoidable Loss. The Association shall not be liable for any loss to any owner or inflicted upon any Lot or the property of the owner situated therein, brought about by flooding, water damage caused by burst pipes, acts of God or other force majeure. It is intended that for losses of this nature, each owner will bear the same or affect his own insurance to cover the same. Each owner may obtain additional insurance at his own expense for his own benefit. Insurance coverage on all furnishings and decorations and other items of personal property belonging to an owner and casualty and public liability insurance coverage within each individual Lot are specifically made the responsibility of the owner thereof.

Executed this 1 day of April, 2016.


Michael Love, initial director