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**DECLARATION OF**  
**COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR**  
**THE HILL AT BRICKTOWN,**  
**AN ADDITION TO THE CITY OF OKLAHOMA CITY**

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**DECLARATION OF  
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FOR  
THE HILL AT BRICKTOWN,  
AN ADDITION TO THE CITY OF OKLAHOMA CITY**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (“Declaration”) is made this 12<sup>th</sup> day of October 2009, by the Oklahoma City Urban Renewal Authority, a public body corporate (“OCURA”).

OCURA owns all of the real property in the subdivision known as The Hill at Bricktown, the plat of which was filed September 3, 2009, and recorded in Book 67 at Page 61 in the office of the County Clerk of Oklahoma County, Oklahoma, (the “Platted Land”) and desires to impose a general plan of improvement and maintenance for the benefit of the Declarant (as such term is defined in Article I below) and the future owners of each portion of the Platted Land that becomes Property (as such term is defined in Article I below).

OCURA hereby declares that the Property 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 touch, concern, and shall run with the real property subjected to this Declaration. This Declaration shall be binding on and shall inure to the benefit of all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors, and assigns.

**Article I      Definitions.**

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

“Annexed Expansion Tracts”: As defined in Section 8.2.

“Antenna”: As defined in Section 4.6.

“Association”: The Hill at Bricktown Homeowners Association, Inc., an Oklahoma non-profit corporation, and its successors and assigns.

“Award”: As defined in Section 12.3(d)(2).

“Base Assessment”: Assessments levied on all Lots subject to assessment in order to fund Common Expenses for the general benefit of all Lots and the Common Areas.

“Board of Directors” or “Board”: The body responsible for administration of the Association, selected as provided in the Bylaws.

“Bound Parties”: As defined in Section 12.1.

“Boundary Airspace”: As defined in Section 13.13(a).

“Boundary Walls”: As defined in Section 13.13.

“Building”: The residential improvements constructed on a Lot by Declarant.

“Bylaws”: The duly adopted bylaws of the Association.

“Certificate of Incorporation”: The Certificate of Incorporation of the Association, as filed with the Oklahoma Secretary of State.

“Claim”: As defined in Section 12.1.

“Claimant”: As defined in Section 12.3.

“Common Areas”: All portions of the Phase I Property other than Lots and streets dedicated to the public as shown on the Plat, areas shown on the Plat as Common Areas within the Phase I Property, and areas hereafter designated by the Declarant or Association as a Common Area.

“Common Driveways”: As defined in Section 3.1(a)(i).

“Common Expense”: The expenses incurred or anticipated to be incurred by the Association for the maintenance costs for the Common Area and other expenses incurred by the Association in the performance of its obligations hereunder, including, without limitation its obligations with respect to maintenance and repair of the Buildings.

“Declarant”: OCURA, or any successor, successor-in-title or assign of it that is designated as a Declarant with respect to specified portions of the Platted Land in a recorded instrument executed by the immediately preceding Declarant. The Hill at Bricktown, LLC, an Oklahoma limited liability company, is hereby designated the sole Declarant with respect to the Phase I Property.

“Exempt Claims”: As defined in Section 12.2.

“Expansion Tracts”: As described on Exhibit B attached hereto.

“Fiscal Year”: A calendar year beginning January 1 unless the Board adopts a fiscal year that is other than a calendar year.

“Governing Documents”: This Declaration, the Bylaws, and any applicable Supplemental Declaration, all as they may be amended from time to time.

“Landscaping”: Plants, trees, walkways and other paved areas, irrigation systems, benches, exterior lighting, raised planters, or other similar items.

**“Lot”**: Any Lot or portion of a Lot in the Property, whether improved or unimproved. The term shall refer to the land, if any, which is part of the Lot as well as the Building and any other improvements thereon. For purposes of determining membership and voting rights in the Association, for purposes of Section 13.13, for purposes of the Rules and Regulations, and for such other purposes as the context may require, “Lot” shall include a unit established on a UOE Lot pursuant to the UOE Declaration.

**“Maintenance Areas”**: Include, in addition to any such areas hereafter designated as such by Declarant or the Association: (A) landscaped areas surrounding a Building, (B) sidewalks, and (C) areas to which access is reasonably necessary for the Association to perform its maintenance obligations under this Declaration, including, without limitation (1) fire protection sprinkler systems and (2) utility services equipment after the point of responsibility of the utility provider up to the point of control by the Owner of a Unit, which latter point shall be, in the case of (a) electricity, up to the point of connection to the breaker panel serving a Unit, (b) telephone, cable television, and internet service, up to the point of connection to the structured media panel in a Unit, (c) natural gas, up to the point of entry of the delivery pipe into a Unit, (d) water, up to the point of connection to the water meter serving a Unit, and (e) sanitary sewer, up to the point of connection to the cleanout.

**“Member”**: A Person entitled to membership in the Association, as provided in Section 5.2.

**“Mortgage”**: A mortgage or any other form of security instrument encumbering title to a Lot to secure repayment of a loan. A “Mortgagee” is a beneficiary or holder of a Mortgage.

**“Occupant”**: Any Person occupying the Property, whether as a lessee or otherwise.

**“Owner”**: One or more Persons who hold the record title to any Lot, but excluding in all cases any party holding a Mortgage. For purposes of determining membership and voting rights in the Association, “Owner” shall include the owner of a unit established on a UOE Lot pursuant to the UOE Declaration.

**“Parties”**: As defined in Section 12.3(b)(1).

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

**“Phase I Property”**: Lots One (1) through Twenty (20) of Block Four (4) of the Platted Land including Common Areas A, E and F.

**“Plat”**: The Plat of The Hill at Bricktown, an addition to the City of Oklahoma City, Oklahoma County, Oklahoma, filed September 3, 2009, and recorded in Book 67 at Page 61 in the Public Records, as from time to time supplemented or amended.

**“Platted Land”**: As defined in the second paragraph of this Declaration.

“Prime Rate”: A fluctuating rate of interest equal to the highest rate published from time to time in the “Money Rates” section of The Wall Street Journal as the Prime Rate for such day (or, if such source is not available, such alternate source as determined by the Board).

“Property”: The initial Property shall be the Phase I Property. The remainder of the Platted Land may be developed in one or more phases to be annexed to the provisions of this Declaration pursuant to Article VIII hereof. At such time as each Annexed Expansion Tract is annexed to the provisions of this Declaration it shall become included in the definition of Property.

“Public Records”: The Office of the County Clerk of Oklahoma County, Oklahoma.

“Roadway”: Any private or public street lying wholly or partially within the Property.

“Rules and Regulations”: Rules and regulations adopted by the Board which establish administrative procedures for internal Association governance and operating procedures for use of the Property.

“Special Assessment”: Assessments levied in accordance with Section 9.5 of this Declaration.

“Specific Assessment”: Assessments levied in accordance with Section 9.6 of this Declaration.

“Supplemental Declaration”: An instrument filed in the Public Records pursuant to Article VIII which subjects additional property to this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the additional land described in such instrument.

“Termination of Mediation”: As defined in Section 12.3(c)(2).

“Termination of Negotiations”: As defined in Section 12.3(c)(1).

“Unit”: The Building on a Lot constructed for occupancy as a single family dwelling.

“UOE Declaration”: A Declaration of Unit Ownership Estate filed in the Public Records pursuant to applicable law.

“UOE Lot” or “UOE Lots”: Lots One (1), Four (4), Seventeen (17), and Twenty (20) of Block Four (4) as shown on the Plat which now are, or hereafter may be, the subject of a UOE Declaration. The Owners of the UOE Lots shall be mandatory Members of the Association established herein but the ownership and property restrictions for such UOE Lots shall be governed by the UOE Declaration filed for such UOE Lots.

## **Article II Maintenance.**

### **2.1. Association's Responsibility.**

The Association shall maintain and keep in good repair (a) all of the Common Area and improvements located thereon; (b) the roof and slab of each Building; (c) landscaped areas surrounding a Building; (d) the exterior walls of the Buildings, including exterior doors and exterior windows; (e) fire protection sprinkler systems; and (f) utility services equipment after the point of responsibility of the utility provider up to the point of control by the Owner of a Unit, which latter point shall be, in the case of (1) electricity, up to the point of connection to the breaker panel serving a Unit, (2) telephone, cable television, and internet service, up to the point of connection to the structured media panel in a Unit, (3) natural gas, up to the point of entry of the delivery pipe into the Unit, (4) water, up to the point of connection to the water meter serving a Unit, and (5) sanitary sewer, up to the point of connection to the cleanout. As used in Section 2.1(b) above, "roof" shall include the area beginning with the part of the roof of a Building exposed to the elements and continuing through and including through the portion thereof commonly known as the "roof decking". As used in Section 2.1(d) above, "exterior walls of the Buildings" shall include the area beginning with the part of the wall of a Building exposed to the elements and continuing inward through and including the Building sheathing and rigid insulation, if any, and shall not include, or proceed inward beyond, any part of the framing of the Building (which framing includes, without limitation, the portion thereof commonly known as "studs" and all thermal and sound insulation contained therein). The Association shall have the a continuing easement, license, and right of access to the Maintenance Areas for purposes of carrying out its responsibilities hereunder at all reasonable times and, in the case of an emergency, at any time. To the extent that any maintenance or repair is rendered necessary by the negligence or willful act of an Owner or its invitees or Occupants, such Owner shall reimburse the Association for all sums expended in connection with such maintenance or repair promptly upon the Association's demand for reimbursement. The expenses of the Association incurred in connection with the performance of its maintenance and repair obligations under Section 2.1 (a), (b), (c), (d), and (e) shall be Common Expenses. The expenses of the Association incurred in connection with the performance of its maintenance and repair obligations under Section 2.1 (f) shall be reimbursed by the Owner of the Unit served by the services described therein promptly upon the Association's demand for reimbursement.

### **2.2. Owner's Responsibility.**

Each Owner shall be responsible for maintaining all portions of the Lot and Unit owned by such Owner (other than those for which the Association has responsibility under Section 2.1), including, without limitation, the interior portions of the Unit, and all geothermal fixtures, systems and equipment serving the Unit, underground well and casing, underground piped loop, and well header (a "Geothermal System"). To the extent any portion of a Geothermal System lies outside the boundaries of a Lot and in a Common Area, the Owner of the Lot served by such Geothermal System shall have access to such Common Area at such reasonable times as may be necessary to perform repairs to such Geothermal System, but in no event shall such Owner have the right to impede access to any Lot other than the one owned by such Owner, except with the consent of the Homeowners Association. Owners shall perform all maintenance responsibilities in a manner consistent with community wide standards and all



applicable covenants. Owners shall not make any improvements to or undertake any maintenance or other responsibilities upon the Common Area. Notwithstanding any other provision hereof, if an Owner causes any portion of the Property which the Association might otherwise be obligated to repair or maintain to be damaged or otherwise disturbed such Owner shall restore such damaged or disturbed portion of the Property to be repaired to its condition existing prior to such damage or disturbance. In any event, an Owner shall be responsible to repair and maintain any sound insulation contained on such Owner's Lot. In the event maintenance or repair of the Geothermal System, slab or other work which may affect the structural integrity of a Lot or a Building becomes necessary, an Owner shall select from a list of approved contractors maintained by the Association or obtain prior written approval of the Association of any other person or entity that Owner proposes to perform such maintenance or repair.

If an Owner fails to properly perform its maintenance responsibilities, then in addition to its other enforcement rights hereunder, the Association may perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner in accordance with Sections 6 and 9. The Association shall afford the Owner reasonable notice and a reasonable opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation. Notwithstanding the foregoing, in the event an Owner fails to perform its maintenance responsibilities and the Association undertakes to perform such responsibilities, the Association shall not be liable for any property damage, personal injury or other cost or expense occurring on or arising out of the condition of such Owner's Lot.

### 2.3. Association Indemnification.

The Association shall protect, indemnify and hold harmless the Declarant, the Owners and the Occupants against any and all liabilities, obligations, claims, damages, penalties, causes of action, judgments, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by the Declarant, Owner or Occupant, or asserted against its respective interest in the Property, which does not arise by reason of the willful act or negligence of the Declarant or the respective Owner or Occupant and which arise by reason of any injury to or death of any person or damage to any property located on the Common Area resulting from the willful or negligent act or omission of the Association, its agents, contractors, employees, licensee or invitees in the performance of the Association's maintenance responsibilities under this Declaration.

### 2.4. Owner Indemnification.

Each Owner shall protect, indemnify and hold harmless the Declarant, the Owners and their Occupants, and the Association and its Board and committees against any and all liabilities, obligations, claims, damages, penalties, causes of action, judgments, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by the Declarant, the Owners or their Occupants, or the Association or its Board and committees, or asserted against their respective interests in the Property, which does not arise by reason of the willful act or negligence of the Declarant, the respective Owners or their Occupants, or the Association or its Board and committees and which arise by reason of any injury to or death of

any person or damage to any property located on the Owner's Lot or the Common Area resulting from the willful or negligent act or omission of the Owner or its Occupants.

2.5. Rights of Indemnifying Party.

Anything in this Declaration to the contrary notwithstanding, in no case shall any person be liable under this Declaration with respect to any action, claim or proceeding by a third party against any indemnified party unless the indemnified party shall notify the indemnifying party of the assertion or commencement of such action, claim or proceeding within a reasonable period of time or, if citation or service of process has been made, within forty five (45) days thereafter. The indemnifying party may, at its option and at its sole expense, participate in the defense of and contest any such action, claim or proceeding; provided, however, the indemnified party shall at all times also have the right to participate fully therein. If the indemnifying party, within a reasonable time after receiving such notice, fails to participate, the indemnified party shall have the right, but shall not be obligated, to undertake the defense of the action, claim or proceeding for the account of and at the risk of the indemnifying party; provided, however, in the event that the indemnified party shall determine to compromise or settle (exercising its judgment in good faith) any such action, claim or proceeding, the indemnified party shall give the indemnifying party fifteen (15) days notice of such determination. If the indemnifying party shall not undertake the defense of such action, claim or proceeding prior to the expiration of such fifteen (15) day period, the indemnified party shall then be entitled to compromise to settle the action, claim or proceeding for the account of and at the risk of the indemnifying party. The parties agree that any indemnified party may join any indemnifying party in any action, claim or proceeding brought by a third party, as to which any right or indemnity created by this Declaration would or might apply, for the purpose of enforcing any right of the indemnity granted to such indemnified party pursuant to this Declaration.

**Article III Easements.**

3.1. Easements.

(a) In addition to the easements, licenses, and rights described in Section 2.1 regarding Maintenance Areas, Declarant hereby reserves for itself and hereby grants to the Association perpetual, non-exclusive easements upon, across, over, and under all of the Property, for:

(i) ingress, egress, access, loading and unloading, vehicular and pedestrian traffic, including commercial vehicular traffic such as delivery trucks, upon or across, as applicable, the parking areas (subject to the restrictions set forth below and in the Rules and Regulations), entrances, exits, driveways, walks or service drives, as such may exist from time to time (collectively, the "Common Driveways") located within the Common Areas;

(ii) monitoring, replacing, repairing, and maintaining all utilities (including, without limitation, water, sewer, meter boxes, telephone, gas, and electricity, cable systems or other devices for sending or receiving data and/or other electronic signals, security and similar systems, and lights); and

(iii) installing, maintaining, repairing, and replacing surface water drainage systems as may be reasonably necessary, and for surface water flow, and lateral support of improvements.

Except as may be required by applicable law, regulation, or other governmental requirement, the easements described in this Subsection 3.1 shall not entitle the holders to construct or install any of the foregoing systems, facilities, or utilities over, under or through a completed structure on a Lot. Upon the use of any easement pursuant to this Section, the grantee shall cause all work associated with that easement to be performed with the least possible interference to the use and enjoyment of the Lot burdened by that easement; and upon completion of all work associated with that easement, cause the Lot burdened by the easement to be restored, to the extent reasonably possible, to its condition prior to the commencement of the work.

### 3.2. Cross-Access.

There is hereby dedicated for the benefit of all Owners and their Occupants and invitees a non-exclusive, perpetual easement for vehicular and pedestrian ingress and egress over and across the Common Driveways on each Lot for the benefit of the other Lots.

### 3.3. Right of Entry.

The Association shall have the right, but not the obligation, to enter any Lot or Unit for emergency, security, and safety reasons, to inspect for compliance with the Governing Documents, and as may be necessary to fulfill its responsibilities under the Governing Documents; provided, however, except for areas generally open to the public, no entrance shall be made into a Building without at least forty eight (48) hours' notice to the Owner or Occupant during normal business hours or unless necessary to avoid an imminent threat of personal injury or property damage. This right may be exercised by any member of the Board, any officer, manager, agent or employee of the Association acting with the permission of the Board, and all police, fire and similar emergency personnel in the performance of their duties.

## **Article IV Use and Occupancy; Leases Subject to Declaration.**

All Lots shall be used and occupied only as single family residences by the Owner, the Owner's Occupants, the Owner's guests, or the Owner's permitted Occupants. In no event shall any Lot or any portion of the Property be used in whole or in part for the uses set forth on Exhibit D attached hereto or prohibited in the Rules and Regulations. Any lease of a Lot shall be in writing, shall be for a period not less than thirty (30) days, and shall be subject to the covenants and restrictions contained in this Declaration and the other Governing Documents.

### 4.1. Declarant Business Office.

Declarant and its employees, representatives, and agents may maintain on the Property a business and sales office, "for sale" signage and other sales facilities necessary or required until all of the Lots are sold.

4.2. Mineral Drilling and Mining.

No drilling, puncturing, or mining of the surface of the Property for oil, gas or other minerals or hydrocarbons within the Property shall be permitted.

4.3. Refuse Storage; Growth.

The storage of trash, ashes, or other refuse, except in normal receptacles, is prohibited. Weeds, underbrush or other unsightly growths shall not be permitted to grow or remain on a Lot or the Common Area. No trash, ashes or other refuse may be thrown on any other Owner's Lot or in or on the Common Area.

4.4. Signs and Billboards; Declarant's Right.

No signs or billboards shall be permitted on any Lot or Common Area without the prior written consent of the Association; provided, this prohibition shall not apply to the Declarant in the sale of Lots by Declarant.

4.5. Vehicle Parking and Storage.

No large trucks, campers, recreational vehicles, boats, motor homes or large commercial vehicles, nor any vehicle in the process of being repaired or otherwise inoperable, shall be stored or parked on any Lot, Common Driveway or other Common Area, or Roadway for any period of time without the prior written consent of the Association. The operation and parking of all vehicles on the Lots are subject to the Rules and Regulations adopted by the Association from time to time.

4.6. Exterior Improvements.

No improvements or alterations of any kind to a Lot which are visible from the exterior of a Building, including without limitation, any radio, television, or other data transmitting or receiving device (collectively, an "Antenna"), window covering, or exterior numbers or letters, shall be constructed, erected, removed, planted, or maintained until the plans and specifications showing the nature, kind, shape, height, materials, color, and location thereof shall have been submitted to, and approved in writing by, the Association. In no event shall an Owner cause an Antenna to be placed on the roof of a Building or in any other place that might affect the structural integrity of a Building either immediately or with the passage of time. As a condition to the approval of any improvements permitted under this Section 4.6 the Association may require indemnification in form and substance, and from such persons, satisfactory to Association.

4.7. Temporary Structure.

Except in connection with Declarant's construction of improvements or conduct of other activities on the Property or in the vicinity thereof, no trailer, tent or shack shall be erected, placed or permitted, nor shall any structure of a temporary character be used at any time on the Property without the prior written consent of the Association.

4.8. Nuisance Activity.

Except in connection with Declarant's construction of improvements or conduct of other activities on the Property or in the vicinity thereof, no noxious or offensive activity shall be carried on nor shall anything be done in the Property which may be or may become an annoyance or nuisance.

4.9. Underground Utilities.

Except in connection with Declarant's construction of improvements or conduct of other activities on the Property or in the vicinity thereof, no pipe, conduit, cable or line for water, gas, sewage, drainage, steam, electricity or any other energy or service shall be installed or maintained within any Lot, without the prior written consent of the Association.

**Article V Association Function, Membership and Voting Rights.**

5.1. Function of Association.

The Association shall be the entity responsible for management, maintenance, operation and control of the Common Area and for the performance of the Association's other obligations under the Governing Documents. The Association shall be the primary entity responsible for enforcement of the Governing Documents and the Rules and Regulations governing use of the Property. The Association shall perform its functions in accordance with the Governing Documents and applicable law.

5.2. Membership.

Every Owner shall be a Member of the Association. There shall be only one (1) membership per Lot. If a Lot is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 5.3 (c) and in the Bylaws, and all co Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The Bylaws, as from time to time amended, are incorporated in this Declaration by this reference and made a part hereof. A true and correct copy of the initial Bylaws of the Association is attached hereto as Exhibit "F" and made a part hereof. The membership rights and privileges may be exercised by the Owner or, in the case of an Owner which is a corporation, partnership, limited liability company, or other legal entity, by any officer, director, partner, manager, trustee or by any other individual designated by the Owner from time to time in a written instrument provided to the Secretary of the Association.

5.3. Voting.

The Association shall have two classes of membership, Class "A" and Class "B".

(a) Class "A". Class "A" Members shall be all Owners other than the Class "B" Members, if any. Each Class "A" Member shall be entitled to the number of votes assigned to its Lot in accordance with the formula set out on Exhibit "C".

(b) Class "B". The Class "B" Members shall be the Declarant and any other immediate successors to OCURA in ownership of the Platted Land designated a Declarant by OCURA. A Class "B" member shall be entitled to ten (10) times the votes on Lots it owns in the Property until its Class "B" membership shall terminate. Until all Class "B" membership expires, or such right is voluntarily relinquished, the Class "B" Members shall be entitled to appoint all of the members of the Board. After termination of its Class "B" membership, a Class "B" Member shall become a Class "A" Member if it remains an Owner. A Class "B" membership shall terminate upon the earlier of:

(i) The conveyance by Declarant of all of the Lots; or

(ii) When, in its discretion, a Class "B" Member so determines and declares in an instrument recorded in the Public Records.

(c) Exercise of Voting Rights. The voting rights of Owners may be exercised by the Owner, if a natural person, or if not a natural person, by an officer, director, partner or trustee of the Owner duly authorized to act on behalf of the Owner on matters relating to the Association. If there is more than one Owner of any Lot, the vote for such Lot shall be exercised as such co-Owners determine among themselves and advise the Secretary of the Association in writing prior to the meeting at which they are to be cast. In the absence of such advice, the vote for such Lot shall be suspended if more than one co-Owner seeks to exercise it.

## **Article VI Rights and Obligations of the Association.**

### **6.1. Common Area.**

The Association shall own fee title to the Common Area except to the extent a proportionate share thereof must be owned by the Owner of a UOE Lot. Every Owner shall have a right and nonexclusive easement of use, access, and enjoyment in and to the Common Area, subject to the Governing Documents, any restrictions or covenants contained in any deed conveying such property to the Association, and the right of the Board to adopt Rules and Regulations affecting or restricting its use. Any Owner may extend its right of use and enjoyment to Occupants, subject to reasonable Board regulation.

### **6.2. Personal Property and Real Property for Common Use.**

The Association may acquire, hold, and dispose of tangible and intangible personal property and real property. Declarant may convey to the Association improved or unimproved real estate located within the Property, personal property and leasehold or other property interests. Such property shall be accepted by the Association and thereafter shall be maintained as Common Area by the Association at its expense for the benefit of its Members, subject to any restrictions set forth in the deed or other instrument transferring such property to the Association.

### 6.3. Enforcement.

Every Owner and Occupant of a Lot shall comply with the Governing Documents. The Board may impose remedies for violation of the Governing Documents. Such remedies may include, without limitation:

(a) imposing a reasonable monetary assessment which shall be a personal obligation of such Owner or Occupant and which shall constitute a lien upon a Lot until such assessment is satisfied;

(b) suspending an Owner's right to vote;

(c) suspending any services provided by the Association to an Owner or the Owner's Lot if the Owner is more than thirty (30) days delinquent in paying any assessment or other charge owed to the Association;

(d) exercising self help or taking action to abate any violation of the Governing Documents in a non emergency situation, including without limitation, in the event an Owner fails to perform its maintenance responsibilities as to its Lot, performing such maintenance responsibilities and assessing all costs incurred by the Association against the Owner and the Lot as a Specific Assessment;

(e) requiring an Owner, at its own expense, to remove any thing or improvement on such Owner's Lot in violation of this Declaration and to restore the Lot to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the Lot, remove the violation, restore the property to substantially the same condition as previously existed, and assess all costs incurred by the Association against the Owner and the Lot as a Specific Assessment, and any such action shall not be deemed a trespass; and

(f) levying Specific Assessments to cover costs incurred by the Association to bring a Lot into compliance with the Governing Documents.

In addition, the Board may take the following enforcement procedures to ensure compliance with the Governing Documents:

(x) exercising self help in any emergency situation (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations); and

(y) bringing suit at law or in equity to enjoin any violation or to recover monetary damages, or both, or to obtain such other relief the Association may deem appropriate.

All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, the prevailing party shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred in such action. In addition to any of the remedies

granted in the Governing Documents, the Association may enforce federal, state and local laws and regulations, as applicable.

Any action to be taken by the Association pursuant to the Governing Documents shall be at the sole discretion of the Board. Any decision not to take action shall not be construed as a waiver of the right of the Association to enforce such provision at a later time or under other circumstances or estop the Association from enforcing any other covenant, restriction or rule.

6.4. Implied Rights; Board Authority.

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

The Association shall be authorized to enter into common management or operational agreements with other entities, and to execute contracts with any party (including, without limitation, the Declarant and its affiliates) for the purpose of providing management, maintenance or other materials and services to the Association and the Owners consistent with the purposes of the Association and this Declaration.

6.5. Indemnification.

Except in an action brought by the Association, the Association shall indemnify every officer, director, and committee member of the Association against all damages and expenses, including counsel fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that such obligation to indemnify shall be limited to those actions as to which the liability of officers and directors is limited under the Certificate of Incorporation and Oklahoma law.

This right to indemnification shall not be exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be entitled. The Association shall maintain adequate general liability insurance, and may maintain officers' and directors' liability insurance to fund this obligation pursuant to Article VII.

6.6. Security.

The Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to enhance safety within the Property. However, neither the Association nor the Declarant shall in any way be considered insurers or guarantors of security within the Property, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or of ineffectiveness of security measures undertaken. No representation or warranty is made that any system or measures implemented by



the Declarant or the Association cannot be compromised or circumvented, or that any such systems or measures will prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, on behalf of such Owner and such Owner's Occupants, that the Association, its Board and committees, and the Declarant are not insurers and that each Person using the Property assumes all risks for loss or damage to persons, to Lots and to the contents of Lots resulting from acts of third parties.

## **Article VII Insurance and Casualty Losses.**

### **7.1. Coverage.**

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

(i) Blanket property insurance for the full replacement cost under current building codes and ordinances of all Buildings and all insurable improvements within the Common Area which are the Association's maintenance responsibility. The insurance to be provided pursuant to this Section 7.1 (a) (i) shall cover only the standard finish included in a Building and each Owner shall be responsible for obtaining any insurance covering upgrades to, and the contents of, a Unit.

(ii) Commercial general liability insurance for the Common Area, insuring the Association and its Members in such amount as the Board deems advisable in the exercise of its business judgment;

(iii) Workers compensation insurance and employers liability insurance, if and to the extent required by law;

(iv) Fidelity bonds covering all Persons responsible for handling Association funds in an amount determined appropriate in the Board's business judgment. Fidelity bonds shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation; and

(v) Such additional insurance, including without limitation directors' and officers', employee errors and omissions, and automobile liability coverage, as the Board, in the exercise of its business judgment, determines advisable.

Premiums for all insurance maintained by the Association pursuant to this Section shall be a Common Expense and shall be included in the Base Assessment.

(b) The Association shall arrange for a periodic review of the sufficiency of insurance coverage by one or more qualified Persons, at least one of whom must be familiar with insurable replacement costs in the Oklahoma City, Oklahoma area. All Association policies shall provide for a certificate of insurance to be furnished to the Association, and to each Member upon request.

In the event of an insured loss, any deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard, that the loss is the result of the negligence or willful misconduct of one or more Owners or Occupants, then the Board may make a Specific Assessment for the full amount of such deductible against such Owner(s) and their Lots pursuant to Section 9.6.

Association insurance coverage shall not be brought into contribution with insurance purchased by individual Owners, Occupants, or their Mortgagees. Such policies shall include a waiver of subrogation as to any claims against the Association, its Board, officers, employees, committees, and manager, the Owner and their Occupants. The Board shall have the exclusive authority to adjust losses covered by Association policies.

#### 7.2. Damage and Destruction.

After damage of an improvement covered by insurance written in the name of the Association, the Board or its duly authorized agent shall file all insurance claims. Any damage to or destruction of improvements shall be repaired or reconstructed unless the Members representing at least seventy five percent (75%) of the total Class "A" votes in the Association, and the Class "B" Members, if any, decide within sixty (60) days after the loss not to repair or reconstruct.

If determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive, landscaped condition consistent with community wide standards.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Members, levy a Special Assessment against all Owners to cover the shortfall.

#### 7.3. Owner's 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, the premium thereon to be paid by the Owner. Such insurance shall be obtained from reputable insurance companies authorized to do business in the State of Oklahoma and shall insure against loss from accident, fire and such other hazards as are normally covered by homeowners insurance, and shall insure all structures and improvements upon the Property not insured pursuant to Section 7.1(a) and all personal property owned by the Lot and Unit Owner for not less than one hundred percent (100%) of the full insurable replacement cost value thereof. Such policy shall contain vandalism and malicious mischief coverage, together with such other coverage, endorsements, and adjustment clause as is normally included in such policies. Such policy shall name the respective mortgagees of the Unit and Lot Owners, as their interest may appear, and shall provide for the insurance of certificates or such endorsements evidencing the insurance as may be required by any insured or an insured's mortgagee.

7.4 OCURA Insurance Coverage.

With respect to OCURA as an Owner, nothing herein is intended to waive the limits of liability or damages provided by the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151, *et seq.*, with respect to OCURA.

**Article VIII Annexation of Property.**

8.1. Annexation With Approval of Membership.

The Association may annex any real property to the provisions of this Declaration with the consent of the owner of such property, the affirmative vote of a majority of the Class “A” votes of the Association represented at a meeting duly called for such purpose, and the consent of the Class “B” Members, if any.

Such annexation shall be accomplished by filing a Supplemental Declaration in the Public Records describing the property to be annexed and shall be effective upon recording in the Public Records. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association, and by the owner of the property being annexed.

8.2 Annexation by Declarant. Regardless of whether Declarant then owns any portion of the Property, Declarant shall have the right (but not the obligation) to annex to the provisions of this Declaration all or any portion of the real property and improvements in the Expansion Tracts in any order and at any time elected by Declarant (the “Annexed Expansion Tracts”). Unless and until such time as an Expansion Tract is annexed to the provisions of this Declaration, nothing herein shall burden any Expansion Tract. The annexation of each such Annexed Expansion Tract shall be accomplished by filing a Supplemental Declaration in the Public Records describing the Annexed Expansion Tract and shall be effective upon recording in the Public Records. The Supplemental Declaration shall be signed by the Declarant without the necessity of joinder by the President and the Secretary of the Association or any owner.

**Article IX Assessments.**

9.1. Creation of Assessments.

There are hereby created, and the Association is hereby authorized to levy, assessments to defray the Association’s Common Expenses. There shall be three types of assessments for Association expenses: (a) Base Assessments to fund Common Expenses; (b) Special Assessments; and (c) Specific Assessments. Each Owner, by accepting a deed or entering into a contract of sale for any portion of the Property, is deemed to covenant and agree to pay these assessments.

Assessments shall be paid in such manner and on such dates as the Board may establish. If the Board so elects, assessments may be paid in two or more installments. Unless the Board otherwise provides, the annual Base Assessment shall be due and payable in advance on the first day of each Fiscal Year. If any Owner fails to pay any installment of any assessments or other charges levied on his Lot within twenty (20) days from the due date for payment thereof, the Board may require, and the Owner shall pay, any additional installment of

all outstanding assessments and charges, although such installment is not yet due and payable, in full immediately.

All assessments, together with interest thereon at the lesser of the Prime Rate plus ten percent (10 %) per annum or the maximum rate allowed by Oklahoma law, computed from the date a delinquency first occurs, all collection costs, and reasonable attorneys' fees, shall be a charge and continuing lien upon each Lot and shall be the personal obligation of the Owner of each Lot until paid. In addition, the Owner shall pay a late charge of ten percent (10%) of any assessment not paid when due, or such other fee as the Board may from time to time determine, in order to compensate the Association for the additional work entailed in dealing with late payments. Upon transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance. However, no Person who obtains title to a Lot following foreclosure of a first priority Mortgage on the Lot given in good faith and for value shall be liable for unpaid assessments which accrued prior to such foreclosure.

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

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

The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services, materials, or a combination of services and materials with the Declarant or other entities for payment of Common Expenses.

#### 9.2. Declarant's Obligation for Assessment.

During its Class "B" membership, a Class "B" Member shall annually elect either to pay regular assessments, if any, on its unsold Lots or to pay its pro-rata share (based upon the ratio between its Class "B" votes and all Class "B" votes) of the difference between the amount of assessments collected on all other Lots subject to assessment and the amount of actual expenditures by the Association during the Fiscal Year. Unless a Class "B" Member otherwise notifies the Board in writing at least sixty (60) days before the beginning of each Fiscal Year, such Class "B" Member shall be deemed to have elected to continue paying on the same basis as during the immediately preceding Fiscal Year. A Class "B" Member's obligations hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination thereof.

### 9.3. Computation of Base Assessment.

At least sixty (60) days before the beginning of each Fiscal Year, the Board shall prepare a budget covering the estimated Common Expenses for the coming year, which may include a capital contribution to a reserve fund in accordance with a budget separately prepared as provided in Section 9.4. The total budget shall be allocated among all Lots subject to assessment under Section 9.7 in accordance with the formula set forth on Exhibit "C".

So long as it is a Class "B" Member, a Class "B" Member may, but shall not be obligated to, reduce the Base Assessments for any Fiscal Year by payment of a subsidy (in addition to any amounts paid by such Class "B" Member under Section 9.2, which may be either a contribution, an advance against future assessments due from such Class "B" Member, or a loan, in such Class "B" Member's discretion. Any such subsidy and the nature thereof shall be conspicuously disclosed as a line item in the income portion of the Common Expense budget and its characterization shall be made known to the Members. The payment of such subsidy in any year shall under no circumstances obligate a Class "B" Member to continue payment of such subsidy in future years.

The Board shall send a copy of the budget and notice of the amount of the Base Assessment for the following year to each Owner at least thirty (30) days prior to the beginning of the Fiscal Year for which it is to be effective. Such budget and assessment shall become effective unless disapproved at a meeting by a vote of Owners representing at least a majority of the total Class "A" votes in the Association and by Owners representing at least fifty percent (50%) of the total Class "B" votes in the Association. There shall be no obligation to call a meeting for the purpose of considering a budget except on petition of ten (10) Members (which petitions shall be presented no more frequently than once each calendar year), which petition must be presented to the Board within ten (10) days after delivery of the notice of assessments.

If the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year.

### 9.4. Reserve Budget and Capital Contribution.

The Board shall periodically prepare a capital budget which takes into account the number and nature of replaceable assets within the Common Area and with respect to the portions of the Buildings the Association has the obligation hereunder to maintain and repair, the expected life of each asset, and the expected repair or replacement cost. The Board may set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the reserve budget, with respect both to amount and timing by Base Assessments over the budget period.

### 9.5. Special Assessments.

In addition to other authorized assessments, the Association may levy Special Assessments from time to time to cover unbudgeted expenses and capital projects; however, except as otherwise specifically provided in this Declaration, any Special Assessment shall require the affirmative vote or written consent of Owners representing at least fifty-one percent

(51%) of the total Class "A" votes in the Association, and the consent of Owners representing at least fifty percent (50%) of the total Class "B" votes in the Association. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the Fiscal Year in which the Special Assessment is approved.

9.6. Specific Assessments.

The Board shall have the power to levy Specific Assessments against a particular Lot or Lots constituting less than all Lots within the Property for any monetary remedies authorized by this Declaration and for costs incurred in bringing the Lot into compliance with the Governing Documents, or costs incurred as a consequence of the action or inaction of the Owner or Occupants of the Lot; provided, however, the Board shall give the Owner of such Lot ten (10) days prior written notice and an opportunity for a hearing before the Board before levying a Specific Assessment under this Section.

9.7. Date of Commencement of Assessments.

The obligation to pay assessments shall commence as to each Lot on the first (1st) day of the month following (a) the date such Lot is first conveyed from Declarant to an Owner, (b) the date in which a certificate of occupancy for a Building is first issued with respect to a particular Lot, or (c) the month in which the Board first adopts a budget and levies assessments pursuant to this Article, whichever is later. The first Base Assessment levied on each Lot shall be adjusted according to the number of months remaining in the Fiscal Year at the time assessments commence on the Lot.

9.8. Lien for Assessments.

The Association shall have a lien against each Lot to secure payment of delinquent assessments of any type (including amounts for collection costs and attorneys' fees). Such lien shall be superior to all other liens, except (a) taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment, and judicial or nonjudicial foreclosure in the same manner as mechanics' and materialmen's liens or mortgages may be foreclosed under Oklahoma law. Nothing herein is intended to preclude the Association from suing to collect any delinquent assessments and other charges without foreclosing or waiving the lien securing the same.

The Association may bid for the Lot at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Lot. While a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Association.

The sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments. However, the sale or transfer of any Lot

pursuant to foreclosure of a first Mortgage made in good faith and for value shall extinguish the lien as to any installments of such assessments due prior to such sale or transfer. Such unpaid amounts shall be deemed to be Common Expense collectible from Owners of all Lots subject to assessment under Section 9.7, including such transferee, its successors and assigns.

9.9. Failure to Assess.

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

**Article X Use Restrictions.**

10.1. Framework for Regulation.

The Governing Documents establish, as part of the general plan of Property for the Property, a framework of affirmative and negative covenants, easements and restrictions which govern the Property. However, within that framework, the Board and the Members must have the ability to respond to unforeseen problems and changes in circumstances, conditions, needs, desires, trends and technology which inevitably will affect the Property. Toward that end, this Article establishes procedures for modifying and expanding the initial use restrictions. This Article does not apply to the Board's ability to promulgate and enforce administrative procedures and Rules and Regulations governing the use of the Common Area or the portions of the Buildings the Association has the obligation hereunder to maintain and repair.

10.2. Review and Modification.

(a) Subject to the terms of this Article and the Board's duty to exercise business judgment and reasonableness on behalf of the Association and its Members, the Board may modify, repeal, or expand use restrictions. The Board shall send notice to all Owners by U.S. Mail or other delivery service, personal delivery or facsimile concerning any such proposed action at least ten (10) business days prior to the Board meeting at which such action is to be considered. Members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken.

Such action shall become effective, after compliance with subsection (c) below, unless disapproved at a meeting by Owners representing more than fifty percent (50%) of the total Class "A" votes in the Association and by Owners representing at least fifty percent (50%) of the total Class "B" votes in the Association. The Board shall have no obligation to call a meeting of the Members to consider disapproval except upon receipt of a petition of ten (10) Members. Upon such petition of the Members prior to the effective date of any Board action under this section, the proposed action shall not become effective until after such meeting is held, and then subject to the outcome of such meeting.

(b) Alternatively, the Members, at an Association meeting duly called for such purpose, may adopt rules which modify, repeal, or expand the use restrictions by a vote of Owners representing more than fifty percent (50%) of the total Class "A" votes in the Association and the approval of Owners representing at least fifty percent (50%) of the total Class "B" votes in the Association.

(c) At least thirty (30) days prior to the effective date of any action taken under subsections (a) or (b) of this Section, the Board shall send a copy of the new rule or explanation of any changes to the use restrictions to each Owner specifying the effective date. The Association shall provide, without cost, a copy of the use restrictions then in effect to any requesting Member or Mortgagee.

### 10.3. Owners' Acknowledgment and Notice to Purchasers.

All Owners are given notice that use of their Lots and the Common Area is limited by the use restrictions as they may be amended, expanded and otherwise modified hereunder. Each Owner, by acceptance of a deed, acknowledges and agrees that the use and enjoyment and marketability of its Lot can be affected by this provision and that the use restrictions may change from time to time. All purchasers of Lots are on notice that changes may have been adopted by the Association. Copies of the current use restrictions may be obtained from the Association.

### 10.4. Protection of Owners and Others.

No rule shall be adopted in violation of the following provisions, except as may be specifically set forth in this Declaration (either initially or by amendment) or in the initial use restrictions:

(a) Equal Treatment. Similarly situated Owners shall be treated similarly; provided, the use restrictions may vary by land use.

(b) Displays. The rights of Owners to display religious and holiday signs, symbols, and declarations inside Buildings shall not be abridged. The Association may restrict, prohibit, or adopt time, place, and manner restrictions with respect to displays visible from outside of Buildings.

(c) Activities Within Buildings on Lots. No use restriction shall interfere with the activities carried on within the confines of Buildings on Lots, except that the Association may restrict or prohibit any activities that create monetary costs for the Association or other Owners, that create a danger to the health or safety of Owners or Occupants of other Lots, that generate excessive noise or traffic, that create unsightly conditions visible from outside the structure, or that create an unreasonable source of annoyance or nuisance. Each Owner shall promulgate such rules and regulations for the use by Occupants of its Lot and the Building located thereon to encourage the orderly and harmonious use and occupancy of the Property by all parties.

(d) Rights to Develop. No use restriction or action by the Association or Board shall impede the Declarant's right to develop, market or sell the Property.



The limitations in subsections (a) through (d) of this Section shall limit only rulemaking authority exercised under this Article; they shall not apply to amendments to this Declaration adopted in accordance with Article XIV.

#### **Article XI Declarant's Rights.**

Any or all of the special rights and obligations of the Declarant reserved in this Declaration may be transferred, in whole or in part, to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained in this Declaration. No such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Public Records.

The Declarant and its designees may maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of any Lot, including, but not limited to, construction of improvements and maintenance of business offices, signs and sales offices. The Declarant and its designees shall have an easement for access to and use of such facilities.

Notwithstanding any contrary provision of this Declaration, no amendment to or modification of any use restriction, Rules and Regulations affecting the Property shall be effective without prior notice to and the written approval of Declarant so long as the Declarant owns any portion of the Property primarily for sale.

#### **Article XII Dispute Resolution and Limitation on Litigation.**

##### 12.1. Agreement to Avoid Litigation.

The Association, Declarant, all Persons subject to this Declaration, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "Bound Parties") agree to encourage the amicable resolution of disputes involving the Property, and to avoid the inconvenience and financial costs of litigation if at all possible. Accordingly, each Bound Party covenants and agrees that all claims, grievances or disputes between such Bound Party and any other Bound Party involving the Property, including, without limitation, claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of the Governing Documents (collectively, "Claim"), except for Exempt Claims authorized in Section 12.2 shall be subject to the procedures set forth in Section 12.3.

##### 12.2. Exempt Claims.

The following Claims ("Exempt Claims") shall be exempt from the provisions of Section 12.3:

(a) any suit by the Association against any Bound Party to enforce the provisions of Article IX (Assessments);

(b) any suit by the Association to obtain a temporary restraining order or obtain emergency equitable relief order to maintain the status quo and preserve the Association's ability to enforce the architectural standards and use restrictions;

(c) any suit between Owners, which does not include Declarant or the Association as a party, if such suit asserts a claim which would constitute a cause of action independent of the Governing Documents;

(d) any suit in which any indispensable party is not a Bound Party; and

(e) any suit as to which any applicable statute of limitations would expire within one hundred eighty (180) days of giving the Notice required by this Article unless the party or parties against whom the Claim is made agree to toll the statute of limitations as to such Claim for such period as may reasonably be necessary to comply with this Article.

Any Bound Party having an Exempt Claim may submit it to the alternative dispute resolution procedures set forth in Section 12.3, but there shall be no obligation to do so.

### 12.3. Mandatory Procedures for All Other Claims.

Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent"), other than an Exempt Claim, shall not file suit in any court or initiate any proceeding before any administrative tribunal seeking redress or resolution of such Claim until it has complied with the following procedures:

(a) Notice. The Claimant shall notify each Respondent in writing of the Claim (the "Notice"), stating plainly and concisely:

1. the nature of the Claim, including date, time, location, Persons involved, and Respondent's role in the Claim;

2. the basis of the Claim (i.e., the provisions of this Declaration, the Certificate or rules or other authority out of which the Claim arises);

3. what Claimant wants Respondent to do or not do to resolve the Claim; and

4. that Claimant will meet in person with Respondent at a mutually agreeable time and place to discuss in good faith ways to resolve the Claim.

(b) Negotiation.

1. Each Claimant and Respondent (the "Parties") shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation.

2. Upon receipt of a written request from any Party, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties

in resolving the dispute by negotiation, if in its discretion it believes its efforts will be beneficial to the Parties and to the welfare of the community.

(c) Mediation.

1. If the Parties do not resolve the Claim through negotiation within thirty (30) days of the date of the Notice (or within such other period as may be agreed upon by the Parties) (“Termination of Negotiations”), Claimant shall have thirty (30) additional days within which to file the Claim to mediation under the auspices of an independent agency providing dispute resolution services in the Oklahoma City, Oklahoma, area. If Claimant does not submit the Claim to mediation within such time, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any Person not a Party to the foregoing proceedings.

2. If the Parties do not settle the Claim within thirty (30) days after filing the claim with a mediator, or within such time as determined reasonable or appropriate by the mediator, the mediator shall issue a notice of termination of the mediation proceedings (“Termination of Mediation”). The Termination of Mediation notice shall set forth when and where the Parties met, that the Parties are at an impasse, and the date that mediation was terminated.

(d) Arbitration.

1. If the Parties do not resolve the Claim through mediation, the Claimant shall have thirty (30) days following Termination of Mediation to submit the Claim to arbitration in accordance with the Rules of Arbitration contained in Exhibit “E” or the Claim shall be deemed abandoned, and Respondent shall be released and discharged from any and all liability to Claimant arising out of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to Persons not a Party to the foregoing proceedings.

2. This subsection (d) is an agreement of the Bound Parties to arbitrate all Claims except Exempt Claims and is mandatory and specifically enforceable under the applicable arbitration laws of the State of Oklahoma. The Arbitration award (the “Award”) shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Oklahoma.

12.4. Allocation of Costs of Resolving Claims.

(a) Each Party shall bear all of its own costs incurred prior to and during the proceedings described in Section 12.3 (a), (b) and (c), including the fees of its attorneys or other representatives. Each Party shall share equally all charges imposed by the mediator(s) pursuant to Section 12.3(c).

(b) If the Claim is submitted to Arbitration in accordance with Section 12.3(d), the Arbitrators shall assess against the losing party the costs incurred after the Termination of Mediation under Section 12.3(c), including, without limitation, the fees of the arbitrators and the costs of conducting the arbitration proceeding.

12.5. Enforcement of Resolution.

After resolution of any Claim through negotiation, mediation or arbitration in accordance with Section 12.3, if any Party fails to abide by the terms of any agreement or Award, then any other Party may file suit or initiate administrative proceedings to enforce such agreement or Award without the need to again comply with the procedures set forth in Section 13.3. In such event, the Party taking action to enforce the agreement or Award shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement or Award, including, without limitation, attorneys' fees and court costs.

**Article XIII General Provisions.**

13.1. Term.

Unless earlier terminated by an instrument signed by Owners holding at least seventy percent (70%) of the total Class "A" votes in the Association and by Owners representing at least fifty percent (50%) of the total Class "B" votes in the Association, and recorded in the Public Records, this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Association and any Owner, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded. After such time, this Declaration shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by Owners holding at least seventy percent (70%) of the total Class "A" votes in the Association and by Owners representing at least fifty percent (50%) of the total Class "B" votes in the Association, if any, has been recorded within the year preceding each extension agreeing to amend, in whole or in part, or to terminate this Declaration, in which case this Declaration shall be amended or terminated as specified therein. Nothing in this Section shall be construed to permit the termination of any perpetual easement without the consent of the holder of such easement.

13.2. Amendment.

(a) By Declarant. As long as OCURA owns any of the Platted Land, OCURA as Declarant may unilaterally amend this Declaration (with respect to the Property as to which it has been designated Declarant) at any time and from time to time if such amendment is (i) necessary to bring any provision hereof into compliance with any applicable government statute, rule or regulation or judicial determination which is in conflict therewith; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any portion of the Property; (iii) required by an institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans to enable it to make, purchase, insure or guarantee mortgage loans on any portion of the Property; (iv) to correct scrivener's errors, or (v) to facilitate creation, operation, or effectiveness of the UOE Declaration. However, any such amendment shall not adversely affect the title to any Lot unless the affected Owner shall consent thereto in writing. The Declarant's right to amend shall also include the right to amend the Declaration to reflect annexation of additional property pursuant to Article VIII.

(b) By Owners. Except as provided above and otherwise specifically provided elsewhere in this Declaration, this Declaration may be amended only by (i) the affirmative vote or written consent, or any combination thereof, of Owners representing seventy percent (70%) of the total Class "A" votes in the Association, (ii) the consent of OCURA, as long as OCURA owns any of the Platted Land, and (iii) the consent of Owners representing at least fifty percent (50%) of the total Class "B" votes in the Association.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(c) Validity and Effective Date of Amendments. Amendments to this Declaration shall become effective upon recordation in the Public Records, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within sixty (60) days of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

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

### 13.3. Construction.

This Declaration is executed and delivered as an incident to a transaction negotiated and to be performed in Oklahoma City, Oklahoma County, Oklahoma, and shall be governed by the laws of the State of Oklahoma. The descriptive hearings of the Sections of this Declaration are for convenience only and are not to be used in the construction of this Declaration. If any provision of this Declaration should be held unenforceable or void, then such provision shall be deemed separate from the remaining provisions of this Declaration and shall in no way affect the validity of the remaining provisions of this Declaration, which shall remain in full force and effect.

### 13.4. Perpetuities.

If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Joseph P. Kennedy, the father of President John F. Kennedy.

### 13.5. Mortgagee Rights.

Notwithstanding any other provision contained in this Declaration, in the event that any Owner or Mortgagee furnishes a written request to the Association specifying the name and address of the Mortgagee and of the Lot in which it holds an interest, the Association shall give written notice to the Mortgagee of any default of the Owner of such Lot in performing or observing any of the terms, conditions, or agreements contained in this Declaration prior to

taking any enforcement action. The Mortgagee shall have the right (but not the obligation) to remedy the default. Neither the Declarant nor the Association shall take any action with respect to the default, including, without limitation, any action to impose or enforce a lien against the property of the defaulting Owner, unless the default remains unremedied for a period of thirty (30) days after the Mortgagee's receipt of the written notice. If, however, the default is not solely due to a failure to pay money and is not reasonably susceptible of being remedied within thirty (30) days after the Mortgagee's receipt of the notice, the Mortgagee shall have such additional time to remedy or cause the remedy of the default as may be reasonable, provided that the Mortgagee has given written notice to the Association of its intent to remedy the default and has commenced efforts to remedy the default within the initial 30-day period and thereafter diligently prosecutes such cure to completion.

### 13.6. Litigation.

After termination of the Class "B" membership, no judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of Members holding seventy-five percent (75%) of the total Class "A" votes in the Association. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration, (b) the imposition and collection of assessments, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is approved by the Board of Directors of the Association, and by the Declarant, and is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

### 13.7. Conflict.

The Declaration shall control over any inconsistent provision in the Bylaws. The foregoing priorities shall not prevent enforcement by the Association of provisions of the Governing Documents which are more stringent than Oklahoma law.

### 13.8. Compliance.

Every Owner and Occupant of any Lot shall comply with the Governing Documents. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, by the Association, the Declarant, or any aggrieved Lot Owner(s).

### 13.9. Notice of Sale or Transfer of Title.

Any Owner who has contracted to sell or otherwise transfer title to its Lot shall give the Board at least seven (7) days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Lot, including assessment obligations, until the date upon which such notice is received by the Board, notwithstanding the transfer of title.

13.10. No Partition.

No portion of the Common Area shall be subject to judicial partition which reduces or limits the Association's or its members' rights or easements as set forth in this Declaration.

13.11. Condemnation.

If any part of the Common Area shall be taken (or conveyed in lieu of or under threat of condemnation) by any authority having the power of condemnation or eminent domain, the compensation for such taking or conveyance shall be payable as follows:

(a) If the taking involves a portion of the Common Area on which improvements have been constructed, the Association shall receive the award for the purpose of restoring or replacing such improvements to the extent reasonably possible.

(b) If the taking does not involve any improvements on the Common Area, then such award or net funds shall be disbursed to the Lot Owner.

13.12. Notice.

Any notices to be given under this Declaration shall be given by either facsimile, personal delivery, overnight delivery service, or by depositing same in the United States mail by certified mail, postage prepaid and return receipt requested. Notices shall be effective when confirmed by facsimile transmission receipt if by facsimile, when received if by personal delivery, on the next business day after delivery to an overnight delivery service, or three (3) days after deposit with the U.S. Postal service if mailed by U.S. Mail. Notwithstanding the foregoing, delivery of Plans shall be effective only upon receipt. Notices to the Declarant and the Association shall be given at the addresses below, or as provided in writing to the Association from time to time:

Declarant: Oklahoma City Urban Renewal Authority  
204 N. Robinson, Suite 2400  
Oklahoma City, OK 73102  
Attn: JoeVan Bullard, Executive Director

The Hill at Bricktown LLC  
755 Research Parkway, Suite 125  
Oklahoma City, Oklahoma 73104

Association: The Hill at Bricktown Homeowners Association Inc.  
755 Research Parkway, Suite 125  
Oklahoma City, Oklahoma 73104

Notices to Owners shall be provided to addresses specified by each Owner in a writing delivered to the Association.

13.13 Boundary Wall Agreement.

- (A) In each instance in which a Lot shares a boundary with another Lot the Owners, Declarant, and the Association agree that a wall (a “Boundary Wall”) has been built on each Lot and agree that, notwithstanding the dimensions of each Lot set forth on the Plat or in the UOE Declaration, the boundary between the Lots is the center line of the airspace (the “Boundary Airspace”) that the Owners, Declarant, and the Association agree exists between the portions of each Boundary Wall closest to the Boundary Airspace. Each Owner is hereby granted a mutual reciprocal easement for repair or replacement of such Owner’s Boundary Wall. The foregoing shall apply to any replacements of any Boundary Wall if the same are constructed substantially in conformity with the original Boundary Wall construction.
- (B) If a Boundary Wall is destroyed or damaged by any casualty, the Owner of the Lot on which such Boundary Wall is located shall promptly restore it substantially to its original form.
- (C) No Owner shall cause or allow to be done anything that disturbs or diminishes the soundproofing or thermal characteristics or fire rating of a Boundary Wall.

[Signature Page Attached]



IN WITNESS WHEREOF, the undersigned has executed this Declaration this 12<sup>th</sup> day of October, 2009.

OKLAHOMA CITY URBAN RENEWAL AUTHORITY, a public body corporate

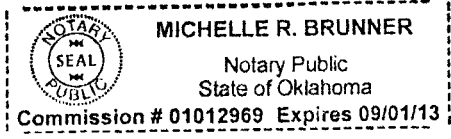
By: *Stanton L. Young*

STATE OF OKLAHOMA )  
COUNTY OF Okla. ) SS:

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of October 2009 by Stanton L. Young, Chairman of the Oklahoma City Urban Renewal Authority, a public body corporate.

*Michelle Brunner*  
Notary Public  
My commission expires: \_\_\_\_\_  
Commission no. \_\_\_\_\_

(SEAL)



**EXHIBIT "A"**

The Platted Land is The Hill at Bricktown, an addition to the City of Oklahoma City, Oklahoma, according to the plat thereof filed September 3, 2009, and recorded in Book 67 at Page 61 in the office of the County Clerk of Oklahoma County, Oklahoma.

**EXHIBIT "B"**

The Platted Land **less and except** the Phase I Property.

**EXHIBIT "C"**

**Formula**

The pro-rata share and votes assigned to each Lot shall be based upon the ratio of the square footage of each dwelling Unit on a Lot to the total square footage of all dwelling Units. The Units established pursuant to the UOE Declaration are denominated by three or four digit Lot numbers below and bear the unit designations given them in such Declaration.

<b><u>Block 4</u></b>	<b><u>Area of Dwelling Unit on Each Lot (SF)</u></b>	<b><u>Physical Address</u></b>	<b><u>Pro-Rata Share</u></b>	<b><u>Number of Votes</u></b>
Lot 2001	1,892	223 N. Geary Ave.	4.395%	1,892
Lot 2002	1,650	406 N.E. 2nd St.	3.832%	1,650
Lot 19	1,720	404 N.E. 2nd St.	3.995%	1,720
Lot 18	1,730	402 N.E. 2nd St.	4.018%	1,730
Lot 1701	2,041	400 N.E. 2nd St.	4.741%	2,041
Lot 1702	1,651	226 Russell M. Perry Ave.	3.835%	1,651
Lot 16	1,730	224 Russell M. Perry Ave.	4.018%	1,730
Lot 15	1,680	222 Russell M. Perry Ave.	3.902%	1,680
Lot 14	1,720	220 Russell M. Perry Ave.	3.995%	1,720
Lot 13	1,691	218 Russell M. Perry Ave.	3.928%	1,691
Lot 12	2,112	216 Russell M. Perry Ave.	4.906%	2,112
Lot 11	2,124	214 Russell M. Perry Ave.	4.933%	2,124
Lot 10	2,116	212 Russell M. Perry Ave.	4.915%	2,116
Lot 9	1,720	210 Russell M. Perry Ave.	3.995%	1,720
Lot 8	1,691	208 Russell M. Perry Ave.	3.928%	1,691
Lot 7	1,730	206 Russell M. Perry Ave.	4.018%	1,730
Lot 6	1,691	204 Russell M. Perry Ave.	3.928%	1,691
Lot 5	1,680	202 Russell M. Perry Ave.	3.902%	1,680

<b><u>Block 4</u></b>	<b><u>Area of Dwelling Unit on Each Lot (SF)</u></b>	<b><u>Physical Address</u></b>	<b><u>Pro-Rata Share</u></b>	<b><u>Number of Votes</u></b>
Lot 401	1,651	200 Russell M. Perry Ave.	3.835%	1,651
Lot 402	2,041	401 N.E. 1st St.	4.741%	2,041
Lot 3	1,730	403 N.E. 1st St.	4.018%	1,730
Lot 2	1,720	405 N.E. 1st St.	3.995%	1,720
Lot 101	1,650	407 N.E. 1st St.	3.832%	1,650
Lot 102	1,892	205 N. Geary Ave	4.395%	1,892
<b><u>Subtotal</u></b>	<b>43,053</b>		<b><u>100.00%</u></b>	<b>43,053</b>

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**EXHIBIT "D"**

**Prohibited Uses**

No portion of the Property shall ever be used for any commercial purpose.

In no event shall any portion of the Property be used or operated for any use or purpose and/or by any tenant or other occupant which is not consistent and compatible with the intention of the Declarant and Owners to maintain and operate a first class single family residential development.

## **EXHIBIT "E"**

### **Rules Of Arbitration**

1. Claimant shall submit a Claim to arbitration under these Rules by giving written notice to all other Parties stating plainly and concisely the nature of the Claim, the remedy sought and Claimant's submission of the Claim to arbitration ("Arbitration Notice").

2. Any party may notify the nearest chapter of The Community Association Institute, for any dispute arising under the Governing Documents, or the American Arbitration Association, or such other independent body providing arbitration services, for any dispute relating to the design or construction of improvements on the Properties, which shall appoint one Neutral ("Appointed Neutral"), notifying the Appointed Neutral and all Parties in writing of such appointment. The Appointed Neutral shall thereafter be the sole arbitrator and any Party Appointed Arbitrators or their designees shall have no further duties involving the arbitration proceedings.

3. No person may serve as an arbitrator in any arbitration in which that person has any financial or personal interest in the result of the arbitration. Any person designated as an Appointed Neutral shall immediately disclose in writing to all Parties any circumstance likely to affect impartiality, including any bias or financial or personal interest in the outcome of the arbitration ("Bias Disclosure"). If any Party objects to the service of any Appointed Neutral after receipt of that Neutral's Bias Disclosure, such Appointed Neutral shall be replaced in the same manner in which that Appointed Neutral was selected.

4. The Appointed Neutral ("Arbitrator") shall fix the date, time and place for the hearing. The place of the hearing shall be within the Property unless otherwise agreed by the Parties. In fixing the date of the hearing, or in continuing a hearing, the Arbitrator shall take into consideration the amount of time reasonably required to determine Claimant's damages accurately.

5. Any Party may be represented by an attorney or other authorized representative throughout the arbitration proceedings. In the event the Respondent fails to participate in the arbitration proceeding, the Arbitrator may not enter an Award by default, but shall hear Claimant's case and decide accordingly.

6. All persons who in the judgment of the Arbitrator, have a direct interest in the arbitration are entitled to attend hearings. The Arbitrator may not enter an Award by default, but shall hear Claimant's case and decide accordingly.

7. The hearing shall be conducted in whatever manner will, in the Arbitrator's judgment, most fairly and expeditiously permit the full presentation of the evidence and arguments of the Parties. The Arbitrator may issue such orders as it deems necessary to safeguard rights of the Parties in the dispute without prejudice to the rights of the Parties or the final determination of the dispute.

8. If the Arbitrator decides that it has insufficient expertise to determine a relevant issue raised during arbitration, the Arbitrator may retain the services of an independent

expert who will assist the Arbitrator in making the necessary determination. The scope of such professional's assistance shall be determined by the Arbitrator in the Arbitrator's discretion. Such independent professional must not have any bias or financial or personal interest in the outcome of the arbitration, and shall immediately notify the Parties of any such bias or interest by delivering a Bias Disclosure to the Parties. If any Party objects to the service of any professional after receipt of a Bias Disclosure, such professional shall be replaced by another independent licensed professional selected by the Arbitrator.

9. No formal discovery shall be conducted in the absence of express written agreement among all the Parties. The only evidence to be presented at the hearing shall be that which is disclosed to all Parties at least thirty (30) days prior to the hearing; provided, however, no Party shall deliberately withhold or refuse to disclose any evidence which is relevant and material to the Claim, and is not otherwise privileged. The Parties may offer such evidence as is relevant and material to the Claim, and shall produce such additional evidence as the Arbitrator may deem necessary to an understanding and determination of the Claim. The Arbitrator shall be the sole judge of the relevance and materiality of any evidence offered, and conformity to the legal rules of evidence shall not be necessary. The Arbitrator shall be authorized, but not required, to administer oaths to witnesses.

10. The Arbitrator shall declare the hearings closed when satisfied the record is complete. There will be no post-hearing briefs.

11. The Award shall be rendered immediately following the close of the hearing, if possible, and no later than fourteen (14) days from the close of the hearing, unless otherwise agreed by the Parties. The Award shall be in writing, shall be signed by the Arbitrator and acknowledged before a notary public. If the Arbitrator believes an opinion is necessary, it shall be in summary form.

12. Each Party agrees to accept as legal delivery of the Award the deposit of a true copy in the mail addressed to that Party or its attorney at the address communicated to the Arbitrator at the hearing.



**EXHIBIT "F"**

[Initial Bylaws of Association]

**BYLAWS OF  
THE HILL AT BRICKTOWN HOMEOWNERS ASSOCIATION, INC.  
(AN OKLAHOMA NOT-FOR-PROFIT CORPORATION)**

**ARTICLE I**

**NAME**

The name of this Oklahoma not-for-profit corporation shall be The Hill at Bricktown Homeowners Association, Inc. (the "Association").

**ARTICLE II**

**PURPOSE AND PARTIES**

2.1 **Purpose.** The purpose of the Association shall be the administration and enforcement of the Declaration of Covenants, Conditions and Restrictions for The Hill at Bricktown, an addition to the City of Oklahoma City to which these Bylaws are attached (the "Declaration"), which addition is shown on the Plat recorded in Book 67 at Page 16 in the office of the County Clerk of Oklahoma County, and all property which may be hereafter subjected to the Declaration by amendment thereof or otherwise, of which these Bylaws are a part, which administration shall be in accordance with these Bylaws and the provisions of 60 Okla. Stat. 2001 § 851, et. seq. All capitalized terms not otherwise defined in these Bylaws, shall have the meanings ascribed to them in the Declaration.

2.2 **Members.** All present and future Owners of any Lot, excluding in all cases any party holding a Mortgage on any Lot, are deemed to be Members and are subject to these Bylaws, the Declaration, any Rules and Regulations of the Association now or hereafter adopted, and all agreements and easements relating thereto.

**ARTICLE III**

**LOCATION OF OFFICE**

The principal office of the Association shall be located at \_\_\_\_\_, Oklahoma City, Oklahoma \_\_\_\_\_; or at such other place as may be designated subsequently by the Board of Directors.

## ARTICLE IV

### MEMBERSHIP AND MEETINGS

4.1 **Membership.** Any Person on becoming an Owner of any Lot shall automatically become a Member of the Association and be subject to these Bylaws. Such membership shall terminate without any formal action by the Association whenever such Person ceases to own a Lot, but such termination shall not relieve or release any such former Owner from any liability, obligation, right or remedy incurred under or in any way connected with the Association, or during the period of such ownership and membership in the Association. The membership shall be deemed conveyed or encumbered with the Lot even when such interest is not expressly mentioned or described in the conveyance or other instrument transferring title to that Lot.

4.2 **Class of Membership.** There shall be two (2) classes of membership in the Association, Class "A" and Class "B". Class "A" Members shall be all of the Owners and their successors and assigns, but excluding in all cases, any party holding a Mortgage. The Class "B" Members shall be the Declarant and any other immediate successors to OCURA in ownership of the Platted Land designated a Declarant by OCURA. A Class "B" member shall be entitled to ten (10) times the votes on Lots it owns in the Property until its Class "B" membership shall terminate. After termination of its Class "B" membership, a Class "B" Member shall become a Class "A" Member if it remains an Owner. .

4.3 **Annual Meetings.** Regular annual meetings of the Members of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors of the Association ("Board"). The first annual meeting of the Association shall be held on or about \_\_\_\_\_, 2010.

4.4 **Special Meetings.** Unless otherwise expressly provided in the Declaration, a special meeting of Members of the Association shall be promptly called by the Board upon the vote for such a meeting by a majority of a quorum of the Board, or upon receipt of a written request therefor signed by Class A Members representing twenty-five (25%) of the total voting power of the Class A Members of the Association.

4.5 **Notice of Meeting.** The Board shall give written notice of regular annual and special meetings to Members by first class mail with postage prepaid thereon, stating the purpose thereof as well as the date, time and location of such meeting at least fifteen (15) days before any such meetings. The Board shall give the Declarant written notice of the annual meeting and all special meetings at least fifteen (15) days prior to the scheduled meeting date.

4.6 **Quorum.** The Board shall be entitled to conduct any and all business, with or without a quorum being present, at any annual or special meeting of Members for which notice has been given as set forth herein, except as may otherwise be provided in these Bylaws or the Declaration.

4.7 **Proxies.** At all meetings of Members of the Association, each Member may vote in person or by proxy.

4.8 **Voting.** Class A Members shall be entitled to the number of votes assigned to that Class A Member's Lot in accordance with the formula set out on Exhibit "C" to the Declaration; provided, no votes shall be exercised on account of any Lot which is exempt from assessment. Whenever more than one person holds such interest in any Lot, the vote for such Lot shall be exercised as those Owners themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended in the event that more than one Owner seeks to exercise it. Each Class B Member shall be entitled to ten (10) times the votes indicated on Exhibit "C" of the Declaration for the Lots which it owns until the Class "B" Membership shall terminate. Each vote shall have equal value. The Class B Membership shall terminate in accordance with the provisions pertaining to such termination set forth in Section 5.3(b) of the Declaration.

## ARTICLE V

### BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

5.1 **Number and Term of Office: Staggered Office.** The Board shall consist of no less than three (3) or more than nine (9) Directors, each of whom shall be an Owner, or an agent of the Declarant, so long as Declarant remains a Class B Member. The initial Directors constituting the Board, who shall be appointed by the Class B Member, or its successor, shall serve until the first annual meeting of the Members of the Association. At the first annual meeting of the Members of the Association, the term of office of one Director shall be fixed at three (3) years; the term of office of one Director shall be fixed at two (2) years; and the term of office of the remaining Directors shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his/her successor shall be elected to serve a term of two (2) years. If more than three Directors are elected by the Association, the terms of the additional Directors shall also be staggered so that approximately one-half of the authorized Directors are elected each year. Until all Class "B" membership expires, or such right is voluntarily relinquished, the Class "B" Member (or Class "B" Members, as the case may be) shall be entitled to appoint all of the members of the Board.

#### 5.2 **Election of Board of Directors.**

5.2.1 **Nominations.** Nominations for election to the Board (for the election of the Directors which are not appointed or elected by Declarant as provided in Section 5.1 above) shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting of the Members of the Association. The nominating committee shall consist of a chairman, who shall be a Director on the Board, and two or more Class A Members of the Association.

5.2.2 **Cumulative Voting.** Elections of Directors to the Board shall be by cumulative voting if more than one Director position is to be filled in any election.

5.3 **Vacancy Subject to the Provisions of Section 5.1.** Vacancies in the Board caused by any reason shall be filled by a 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 his/her successor is elected at the next annual meeting of the Members of the Association, or at a special meeting of the Members of the Association called for that purpose.

## ARTICLE VI

### MEETINGS OF DIRECTORS

6.1 **Regular Meetings.** An annual meeting of the Board shall be conducted at the same time as the annual meeting of the Members, and the Board shall hold regular meetings at such other times as the Board deems desirable and so determines.

6.2 **Special Meetings.** A special meeting of the Board may be called by written notice signed by the President of the Association, or by any two (2) Directors other than the President. Two (2) days prior written notice of the time and place of the special meeting shall be provided to all Directors with a description of the nature of any special business to be considered by the Board at such meeting.

6.3 **Quorum.** The presence in person of a majority of the Directors at any annual, regular or special meeting of the Board shall constitute a quorum for the transaction of business and the acts of a majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board.

6.4 **Board Meetings Open to Members, Exceptions.** Annual, regular and special meetings of the Board shall be open to all Members of the Association. The Board may, with the approval of a majority of a quorum of the Directors, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation or threatened litigation, and orders of business of a similar nature.

6.5 **Fidelity Bonds.** The Board may obtain adequate fidelity bonds for all officers and employees of the Association handling or responsible for funds of the Association. The premium for any such bond shall be a common expense of the Association.

6.6 **Compensation.** No member of the Board shall receive any compensation from the Association or the Owners for acting as such.

6.7 **Liability of the Board of Directors.** The Directors constituting the Board shall not be liable to the Owners for any mistake of judgment, negligence or otherwise except for their own individual willful misconduct or bad faith. The Owners shall indemnify and hold harmless each of the Directors constituting the Board against all contractual or tort liability, or any other claim or liability, arising out of contracts made by the Board, or actions taken by the Directors on behalf of the Association unless any such contract or action shall have been made in bad faith or contrary to the provisions of the Declaration or these Bylaws. It is intended that the Directors constituting the Board shall have no personal liability with respect to any contract made or action taken by them on behalf of the Association. It is understood and authorized for the original Board, who are members of, agents of, or employed by Declarant, to cause the Association to contract with the Declarant and its affiliated corporations for goods or services, without fear of being charged with self-dealing or breach of fiduciary duty.

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

7.1 **Powers and Duties.** The Board shall have the power to exercise all powers, duties and authority vested in the Associate by the Declaration or these Bylaws. Except as otherwise specifically provided in the Declaration or in these Bylaws, or by statute, all rights and powers of the Association may be exercised by the Board without a vote of the Membership of the Association. Without limitation on the generality of the foregoing powers and duties, the Board shall be vested with, and responsible for, the following powers and duties:

7.1.1 To select, appoint, supervise and remove all officers, agents and employees of the Association; to prescribe such powers and duties for them as may be consistent with the law and with the Declaration and these Bylaws.

7.1.2 To enforce the applicable provisions of the Declaration, these Bylaws, and other instruments relating to the ownership, management and control of the Property.

7.1.3 To designate the members of the Architectural Committee.

7.1.4 To adopt, publish and enforce rules and regulations governing the use of the Property and the personal conduct of the Members, their guests and Occupants upon the Common Areas, and to establish procedures and penalties for the infraction thereof, subject to the approval of the Members. The initial rules and regulations of the Association are attached hereto as Exhibit 7.1.4 and made a part hereof.

7.1.5 To cause the Common Areas to be maintained, adequately insured, repaired and improved for the benefit of the Members, and to contract for goods and/or services for the Common Areas or for the Association, and to pay all taxes and assessments which are or could become a lien on the Common Areas or a portion thereof.

7.1.6 To delegate its powers to committees or officers.

7.1.7 To prepare budgets and financial statements for the Association as prescribed in these Bylaws and to designate the fiscal year of the Association.

7.1.8 To initiate and execute disciplinary proceedings against members of the Association for violation of the provisions of the Declaration and these Bylaws, as provided in the Declaration and these Bylaws and any such rules and regulations as may be promulgated by the Board in accordance with the procedures set forth in these Bylaws.

7.1.9 To fix and collect Base Assessments, Special Assessments and Specific Assessments according to the Declaration and these Bylaws and, if necessary, to record a notice of assessment and foreclose the lien against any Lot for which an assessment is not paid within thirty (30) days after the due date or bring an action at law against the Owner personally obligated to pay such assessment. All funds of the Association shall be transferred to a depository account with an institutional lender upon terms and conditions which are approved

by the Board. All funds of the Association shall be restricted in use to the sole and exclusive benefit of the Association's administration of the Property and shall not otherwise be expended.

7.1.10 To prepare and file annual tax returns with the federal government and the State of Oklahoma and to make such elections as may be necessary to reduce or eliminate the tax liability of the Association. Without limiting the generality of the foregoing, the Board may, on behalf of the Association, elect to be taxed, if possible, under Section 528 of the Internal Revenue Code or any successor statute conferring income tax benefits on owners' associations. In connection therewith, the Board shall take such steps as are necessary to assure that the income and expenses of the Association for any taxable year shall meet the following limitations and restrictions (which limitations and restrictions may change from time to time to conform with changes in the tax code):

(a) at least eighty percent (80%) of the gross income of the Association for any taxable year, shall consist solely of amounts received as Membership dues, fees or assessments from Owners;

(b) at least ninety percent (90%) or more of the expenditures of the Association for any taxable year shall be for the acquisition, construction, management, maintenance and care of the Association's Property; and

(c) no part of the net earnings of the Association shall inure (other than by acquiring, constructing or providing management, maintenance and care of the Association's Property and other than by a rebate of excessive membership dues, fees or assessments) to the benefit of any private individual;

7.2 **Limitation of the Board's Power.** Except with the vote or written assent of a majority of the voting power of the Members of the Association, the Board shall be prohibited from taking any of the following actions:

7.2.1 Paying compensation to Directors or to officers of the Association for services performed in the conduct of the Association's business, provided, however, that the Board may cause a Director or officer to be reimbursed for expenses incurred in carrying on the business of the Association.

7.2.2 Entering into a contract with a third person wherein the third person will furnish goods or services for the Common Areas or the Association for a term longer than one (1) year with the following exceptions:

(a) a management contract;

(b) a contract with a public utility company if the rate charged for the materials or services are regulated by the Oklahoma Corporation Commission; provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regular rate;

(c) prepaid casualty and/or liability insurance policies of not to exceed three (3) years duration provided that the policy permits for short-rate cancellation by the Insured;

(d) any agreement for professional management of the Property or any other contract providing for services by Declarant shall provide for termination by either party without cause or payment of a termination fee on ninety (90) days or less prior written notice and shall provide for a maximum contract term of three (3) years;

(e) agreements for maintenance and landscaping of the Buildings and Common Areas.

7.2.3 The funds of the Association shall be maintained in trust account(s) for the benefit of the Association or shall be deposited with an Oklahoma bank in an interest-bearing account(s), and may not be accessed or withdrawn by the Board or any Member of the Association or other person, except by check or draft drawn on the Association's account and signed by at least two (2) of the officers of the Association.

## ARTICLE VIII

### OFFICERS AND DUTIES

8.1 **Enumeration and Term.** The officers of the Association shall be a President, who shall, at all times, be a Director, a Secretary/Treasurer, and such other officers as the Board may, from time to time, by resolution create. The officers shall be elected annually by the Board and each shall hold office for one (1) year unless the officer shall sooner resign or shall be removed or otherwise disqualified to serve.

8.2 **Election of Officers.** The initial officers shall be elected by the Board appointed by the Declarant and shall serve until the first annual meeting of the Board. Officers shall thereafter be elected by the Board at each annual meeting of the Board.

8.3 **Resignation and Removal.** Any officer may be removed from office by a majority of the Board at any time, with or without cause. Officers may resign at any time upon prior written notice to each Director on the Board.

8.4 **Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to fill a vacancy shall serve for the remainder of the term of the officer he replaces.

8.5 **Duties.** The duties of the officers are as follows:

8.5.1 **President.** The President shall preside at all meetings of the Board and the Members of the Association; shall see that orders and resolutions of the Board are carried out; shall sign all leases, deeds, mortgages and other written instruments and shall co-sign all checks and promissory notes.

8.5.2 **Vice President.** The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act and shall exercise and discharge any such other duties as may be required of him/her by the Board.

8.5.3 **Secretary/Treasurer.** The Secretary/Treasurer shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association, together with their addresses; receive and deposit funds in appropriate bank accounts of all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall co-sign all checks and promissory notes of the Association; keep proper books of account and prepare or have prepared financial statements as required in these Bylaws; and shall perform such other duties as provided by the Board. The duty of the Secretary/Treasurer to receive and deposit funds and to sign checks in the ordinary course of the Association's business may be delegated to a management company as provided in these Bylaws.

8.6 **Compensation of Officers.** No officers shall receive any compensation from the Association or the Owners for acting as such.

## **ARTICLE IX**

### **MAINTENANCE AND ASSESSMENTS**

Pursuant to the procedures and guidelines set forth in the Declaration, the Board shall collect and deposit in the account of the Association, the assessments as set forth in the Declaration pursuant to the procedures provided for therein. The monies collected from the assessments shall be invested by the Board in an interest-bearing account and shall be utilized to pay the expenses associated with the maintenance, repair, replacement and insurance of the Common Areas.

## **ARTICLE X**

### **DISCIPLINE OF MEMBERS; SUSPENSION OF RIGHTS**

The Board shall have the power to impose reasonable monetary penalties, temporary suspensions of an Owner's rights as a Member of the Association, or other appropriate discipline, for failure to comply with the Declaration, these Bylaws and/or any duly enacted Rules and Regulations of the Association in accordance with the various remedies and penalties specified in Section 6.3 of the Declaration; provided that an Owner subject to such possible penalties shall be given reasonable notice and the opportunity to be heard by the Board with respect to the alleged violations before the decision to impose discipline or penalties is reached unless it is an emergency situation (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations). Any monetary penalty shall bear a reasonable relationship to the conduct for which the penalty is imposed and the reasonable judgment of the Board and may only be imposed prospectively.



## ARTICLE XI

### BUDGETS, FINANCIAL STATEMENTS, BOOKS AND RECORDS

11.1 **Budgets and Financial Statements.** Financial statements for the Association shall be regularly prepared and distributed at the annual meeting to those Members requesting a copy of same. The Board shall prepare reasonable operating statements and budgets of the Association for each fiscal year of the Association.

11.2 **Inspection of Association's Books and Records.** The register of Members, books of account and minutes of meetings of the Members, of the Board and of committees of the Board or Association, shall be made available for inspection and copying by any Member or by his/her/its duly authorized representative at any reasonable time and for purpose reasonably related to his/her/its interest as a Member at the office of the Association or at such other place as the Board shall prescribe, upon reasonable notice and at a reasonable time. Any Member desiring copies of any documents shall pay the reasonable cost of reproduction. Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and copies of documents.

## ARTICLE XII

### AMENDMENT OF BYLAWS

Until termination of its Class "B" membership Declarant may unilaterally amend this Declaration and Bylaws (with respect to the Property as to which it has been designated Declarant) at any time and from time to time if such amendment is (i) necessary to bring any provision hereof into compliance with any applicable government statute, rule or regulation or judicial determination which is in conflict therewith; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any portion of the Property; (iii) required by an institution or governmental lender, purchaser, insurer or guarantor of mortgage loans to enable it to make, purchase, insure or guarantee mortgage loans on any portion of the Property; (iv) to correct scrivener's errors, or (v) to facilitate creation, operation, or effectiveness of the UOE Declaration. However, any such amendment shall not adversely affect the title to any Lot unless the affected Owner shall consent thereto in writing. In addition, except as provided above and otherwise specifically provided elsewhere in these Bylaws or in the Declaration, the Bylaws may be amended only by (x) the affirmative vote or written consent, or any combination thereof, of Owners representing seventy percent (70%) of the total Class A Member votes, (y) the consent of OCURA, as long as OCURA owns any of the Platted Land, and (z) the consent of Owners representing at least fifty percent (50%) of the total Class "B" votes in the Association. Notwithstanding the foregoing, the percentage of votes necessary to amend a specific clause of these Bylaws shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that specific clause. It is expressly provided, however, that notwithstanding the foregoing, each of the particular requirements set forth in 60 Okla. Stat. 2001 §§ 851-857, inclusive, as it now reads or may be hereafter amended, shall always be embodied in these Bylaws. Such modification or amendment shall not become operative unless set forth in the Declaration and duly recorded in

an amendment thereto filed in the Office of the County Clerk of Oklahoma County, Oklahoma. Provided, however, provisions within the Declaration and these Bylaws applicable to Base, Special or Specific Assessments against a Class B Member with respect to Property as to which it is the Declarant can be amended or modified only by such Class B Member.

## ARTICLE XIII

### MISCELLANEOUS PROVISIONS

13.1 **Owner's Personal Obligation for Payment of Assessment.** The amount of total assessments against a Lot, including any Base, Special or Specific Assessment(s) shall be the personal and individual debt of the Owner of the Lot at the time the assessment became due. The Board shall have the responsibility to take prompt action to collect any unpaid assessment in accordance with the terms of the Declaration and these Bylaws.

13.2 **Indemnity of Officers and Directors.** In addition to the indemnities provided by provisions of the Declaration, each Director and officer shall be indemnified by the Association against all expenses and liabilities, including attorney's fees and court costs, reasonably incurred by or imposed upon such Director or officer by judgment or settlement in connection with any proceeding to which such Director or officer may be a party or in which such Director or officer may become involved by reason of his/her being or having been a Director or an officer of the Association, except in cases of fraud, gross negligence or bad faith of the Director or officer in the performance of his/her duties hereunder.

13.3 **Architectural Committee.** Upon delegation by the Declarant, or upon expiration or termination of the Declarant's rights under Article XI of the Declaration, the Association shall appoint an Architectural Review Committee to assume jurisdiction over architectural matters for the Association and the Property pursuant to the requirements of Article XI of the Declaration and these Bylaws. The Architectural Review Committee, when appointed, shall consist of at least four (4), but no more than seven (7), Persons who shall serve and may be removed and replaced from the Committee in the Board's absolute discretion. The members of the Architectural Review Committee need not be Members of the Association or representatives of Members of the Association and may, but need not, include architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the Board. The members of the Architectural Review Committee shall serve three (3) year concurrent terms, unless earlier removed and replaced by the Board in its discretion. In the event of the earlier removal, resignation or death of a member of the Architectural Review Committee, the Board shall appoint a successor. The Architectural Review Committee shall perform the duties set forth in the Declaration and such other duties as the Board of Directors from time to time specifies. In the absence of an Architectural Review Committee, the Association shall assume responsibility regarding architectural matters for the Association and the Property pursuant to the requirements of Article XI of the Declaration and these Bylaws.

13.4 **Conflict.** The Declaration shall control over any inconsistent provision contained in these Bylaws. The foregoing priority shall not prevent the enforcement by the Association of provisions of the Declaration or Bylaws which are more stringent than Oklahoma law.

13.5 **Notices.** Any notice permitted or required to be given by these Bylaws or the Declaration may be delivered either personally or by facsimile, overnight delivery service, or by depositing same in the United States Mail by certified mail, postage prepaid and return receipt requested. Notices shall be effective when confirmed by facsimile transmission receipt, if by facsimile, when received if by personal delivery, on the next business day after delivery to an overnight delivery service, or three (3) days after deposit with the U.S. Postal Service if mailed by U.S. Mail. Notices shall be addressed to each Person at the current address given by such Person to the Secretary of the Association, or the address set forth in the Declaration for such Person, or addressed to the Lot of such Person, if no address has been given to the Secretary of the Association.

**ESTABLISHMENT OF BYLAWS**

We, the undersigned, being the President and all of the Directors of the Board of Directors of the Association appointed by the Declarant, pursuant to the Declaration and these Bylaws, do hereby certify the foregoing to be the Bylaws of The Hill at Bricktown Homeowners Association, Inc. and, by our signatures hereto, do hereby adopt the foregoing Bylaws as of the \_\_\_ day of October, 2009.

THE HILL AT BRICKTOWN HOMEOWNERS  
ASSOCIATION, INC.,  
an Oklahoma not-for-profit corporation

By: \_\_\_\_\_

\_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Secretary

Date: \_\_\_\_\_

\_\_\_\_\_, Director  
(name)

\_\_\_\_\_, Director  
(name)

\_\_\_\_\_, Director  
(name)

STATE OF OKLAHOMA            )  
  )  
COUNTY OF OKLAHOMA        )        ss.

The foregoing instrument was acknowledged before me this \_\_\_ day of October 2009 by \_\_\_\_\_, President and a Director of The Hill at Bricktown Homeowners Association, Inc., an Oklahoma not-for-profit corporation (the "Corporation"), \_\_\_\_\_ and \_\_\_\_\_, each Directors of the Corporation, on behalf of the Corporation.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Commission No. \_\_\_\_\_

(Seal)

**ESTABLISHMENT OF BYLAWS**

We, the undersigned, being the President and all of the Directors of the Board of Directors of the Association appointed by the Declarant, pursuant to the Declaration and these Bylaws, do hereby certify the foregoing to be the Bylaws of The Hill at Bricktown Homeowners Association, Inc. and, by our signatures hereto, do hereby adopt the foregoing Bylaws as of the 30<sup>th</sup> day of October, 2009.

THE HILL AT BRICKTOWN HOMEOWNERS  
ASSOCIATION, INC.,  
an Oklahoma not-for-profit corporation

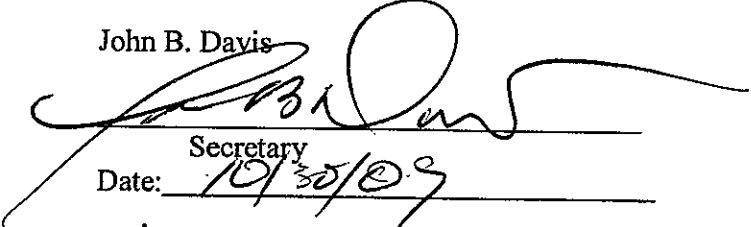
By: William M. Canfield

  
President

Date: 10/30/2009

ATTEST:

John B. Davis

  
Secretary

Date: 10/30/09

William M. Canfield Director

John B. Davis Director

Michael Biddinger Director

STATE OF OKLAHOMA            )  
  )  
COUNTY OF OKLAHOMA        )        ss.

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of October 2009 by WILLIAM CHANFIELD, President and a Director of The Hill at Bricktown Homeowners Association, Inc., an Oklahoma not-for-profit corporation (the "Corporation"), JOHN B. DAVIS and MICHAEL BIDDING each Directors of the Corporation, on behalf of the Corporation.

My Commission Expires:

7/13/13

Angela M. Napolitano

Notary Public

Commission No. 05006353



## **EXHIBIT 7.1.4**

### **[Initial Rules and Regulations]**

## **RULES AND REGULATIONS OF THE HILL AT BRICKTOWN HOMEOWNERS ASSOCIATION, INC.**

The rules and regulations set forth below (the "Rules") are promulgated by the Board of Directors of The Hill at Bricktown Homeowners Association, Inc., an Oklahoma not-for-profit corporation, and its successors and assigns (the "Association"), pursuant to that certain Declaration of Covenants, Conditions and Restrictions for The Hill at Bricktown, an Addition to the City of Oklahoma City, the Plat of which Addition is recorded in Book 67 at Page 61 in the office of the County Clerk of Oklahoma County, Oklahoma, (the "Declaration"). All capitalized terms not otherwise defined in these Rules, shall have the same meanings ascribed to them in the Declaration or in the Bylaws of The Hill at Bricktown Homeowners Association, Inc. (the "Bylaws"), as applicable.

The Rules apply to the Property and are binding upon all Owners and Occupants thereof and all Members of the Association in addition to the use restrictions of the Property set forth in the Declaration and the Bylaws. In the event of a conflict between these Rules and the Declaration, the Declaration shall prevail.

### **RULES AND REGULATIONS:**

1. **COMMON SIDEWALKS, COMMON DRIVEWAYS AND ENTRANCES SHALL NOT BE OBSTRUCTED.** Common sidewalks, Common Driveways and entrances shall not be obstructed or used by anyone for any other purpose other than entering and exiting Lots. Toys or other sporting equipment shall not be left unattended on any part of the Property.
2. **VEHICLE PARKING AND STORAGE.** No vehicle belonging to or under the control of any Owner or Occupant, or any guest thereof shall be parked in such a manner as to impede or prevent ready access to any entrance, garage, Lot, or Common Driveway on the Property. Vehicles may be parked on public streets only in accordance with the ordinances of the City of Oklahoma City. No vehicles are to be parked on the grass or any Common Areas. **ILLEGALLY PARKED VEHICLES WILL BE TOWED AT THE EXPENSE OF THE VEHICLE OWNER.** No trucks, campers, recreational vehicles, motor homes or large commercial vehicles, nor any vehicle in the process of being repaired, with an expired tag or otherwise presently inoperable, shall be stored or parked on a public street adjacent to the Property. Vehicles left unattended on a public street on or adjacent to the Property for more than 24 hours are subject to being towed by the Association at the expense of the

Owner or Occupant owning or using such vehicle, or whose guest owns or uses such vehicle.

3. **NO TELEVISION, CABLE, SATELLITE TV, TELEPHONE EQUIPMENT OR WIRING IS PERMITTED WITHOUT PERMISSION.** No radio or television aerial, satellite dish, microwave antenna, cable wiring, boxes or connections or other device shall be erected on any Lot or on the exterior of any structures located upon any Lot without first obtaining, in each instance, the written approval of the Board. Any aerial or other device installed without such prior written consent shall be removed by the Association at the Owner's or Occupant's expense, without notice at any time. No Owner or Occupant shall install or retain a contractor to install, on the exterior of the Lot wiring for electrical, television, radio, and internet or telephone installation for any other purpose, without the prior review and written approval of the Board.
4. **LOUD OR OBJECTIONABLE NOISE.** Owners or Occupants shall exercise reasonable care to avoid making or permitting to be made loud, disturbing or objectionable noises, and in using, playing or permitting to be used or played musical instruments, radios, television sets, amplifiers and any other instruments or devices in such a manner as may disturb or tend to disturb Owners or Occupants of other Lots.
5. **TRASH COLLECTION, DUMPSTERS, LIMITED TO HOUSEHOLD TRASH ONLY.** The trash service provided to the Property is intended to be for normal day-to-day refuse. The service provider designates the days for trash pickup ("Collection Dates"). Any items such as furniture, appliances, mattresses, tires, or other large items are to be disposed of off the Property by the Owner or Occupant. Trash shall be placed in plastic bags and tied prior to being disposed of in the containers provided by the service provider. Trash containers must remain inside each individual garage until 6:00 p.m. on the day before each Collection Date and shall be returned to such garage at the end of designated trash pickup day. Violation of the trash rules will result in fines being levied against the Owner of the Lot.
6. **ANIMALS AND PETS.** No animal shall be kept on any Lot except household pets. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. Such pets shall be kept in such a manner so as not to disturb the other Owners or Occupants. No savage or dangerous animals shall be kept on the Property. If a pet becomes obnoxious to other Owners, the Owner or Occupant having control of the pet shall be given written notice by the Board to correct the problem; if not corrected, the Owner or Occupant, upon written notice by the Board, will remove the pet.

An Owner must obtain permission in writing from the Board of Directors to keep a pet weighing more than twenty-five (25) pounds at maturity. All pets must be on a leash and accompanied by its owner when outside. No pets shall be permitted to run loose within the Property. All owners must immediately pick up after their pets any solid pet waste. Any Owner or Occupant, or guest of an Owner or Occupant, who causes or allows a pet or other animal to be brought or kept on the Property shall indemnify and hold harmless the



Association for any loss, damage or liability which the Association may sustain as a result of the presence of such pet or animal on the Property, whether the Association has given its permission for the pet or in the absence of Association permission. No more than TWO household pets may be kept without the written permission of the Association. All pets must have a current licenses issued by the City of Oklahoma City. Violation of the pet rules will result in fines being levied against the Owner of the Lot.

7. **DAMAGE TO PROPERTY AND COMMON ELEMENTS.** Owners or Occupants shall reimburse the Association, or third parties, as applicable, for any damage to any portion of the Common Areas, or to the Property caused by such Owner or Occupant of any Lot.
8. **DRAPES AND MINI-BLINDS.** All drapes drape lining or mini-blinds visible from the exterior of any Lot shall be of a neutral, white or off-white color.
9. **HANGING ITEMS.** No garments, rugs or any other item shall be hung from the windows, railings, fences, roofs or any of the facades.
10. **RETURNED CHECK CHARGE.** A twenty-five dollar (\$25.00) charge will be imposed on each Owner or Occupant for all checks returned for any reason.
11. **CHILDREN MUST BE SUPERVISED.** Children must be supervised when playing in the Common Areas. Owners and Occupants are responsible for the actions of their children and guests. Any and all damages caused by children of Owners and Occupants shall be repaired by the Association, but at the expense of that Owner or Occupant.
12. **NO TEMPORARY STRUCTURES ALLOWED.** No trailer, tent or shack shall be erected, placed or permitted; nor shall any structure of a temporary character be used at anytime on the Property.
13. **PATIOS, SIDEWALKS AND YARDS.** Patios, sidewalks and yards shall be kept neat and clean at all times.
14. **SIGNS AND BILLBOARDS.** No signs or billboards shall be permitted on any Lot or Common Area without the prior written consent of the Association; provided this prohibition shall not apply to the Declarant in the sale of Lots by Declarant.
15. **VEHICLES MAY NOT BE WASHED.** No vehicles may be washed on the public streets or the Common Driveways of the Property.
16. **VEHICLE MAINTENANCE.** Repair work to vehicles may be completed in an Owner's or Occupant's garage on vehicles, provided that cleanup is done immediately upon completion. No vehicle may be stored in garage if the garage door cannot be closed daily upon completion of work on the vehicle. No vehicle maintenance may be complete on Common Driveways and public streets adjacent to the Property.

17. **RIGHT OF ENTRY.** An Owner and Occupant shall and does grant the right of entry to any person authorized by the Board in case of an emergency originating in or threatening the Owner's or Occupant's Lot whether the Owner or Occupant is present at the time or not.
18. **GARDEN HOSES AND OUTSIDE WATERING.** No garden hoses or lawn sprinklers may be left unattended. Owners and Occupants should be careful to water lawns and flower beds only and not allow water to run into the public streets and Common Driveways. In the winter, when the temperature approaches 35 degrees Fahrenheit or lower Owners and Occupants shall disconnect hoses from the hose bibs/spigots to prevent the freezing of water pipes. Violation of the hose and watering rules will result in fines being levied against the Owner or Occupant of the Lot or the cost of any damages.
19. **NO ONE IS ALLOWED ON THE ROOFS.** No Owner or Occupant or invitee is allowed on the roofs of the Lots or Buildings without the prior written permission of the Board of Directors.