



APPROVED

~~PROPOSED~~ SECOND AMENDMENT

OF

THE COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR THE MEADOW ASSOCIATION, INC

A UNIT OWNERSHIP ESTATE

87/E

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*PROPOSED* SECOND AMENDMENT  
OF THE  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR THE MEADOW ASSOCIATION, INC.  
A UNIT OWNERSHIP ESTATE

This Amendment, made this 2<sup>nd</sup> day of November, 2017 by and between the undersigned owners of the Triad East P.U.D. Addition, according to the recorded Replat thereof,

RECITALS:

WHEREAS, Board is working to obtain at least seventy-five percent (75%) of the Owners eligible to vote of Meadow Association, Inc. f/k/a Triad East Association, Inc. have approved the adoption of this Second Amended Declaration; and,

WHEREAS, the original Declaration of Covenants, Conditions, and Restrictions was executed covering all of Triad East P.U.D. Addition to the City of Norman, Cleveland County, Oklahoma, according to the recorded plat thereof, and filed in the office of the Cleveland County Clerk on August 9, 1971 in Book 521 Miscellaneous, Page 449 *et seq.* (the "Original Declaration"); and the Amendment of Covenants, Conditions and Restrictions filed in Book 548, page 24 *et seq.* on January 11, 1973 (the "First Amended Declaration") and,

WHEREAS, the Original Declaration provided for the preservation of the values and amenities in such community and for the maintenance and improvement of said Private Open Space, the existing lighting in the replat of Triad East P.U.D. Addition, and other facilities now existing or hereafter erected on the Private Open Space or the Private Access Easements described on the plat of said addition and, to that end, subjected said addition to certain covenants, conditions, restrictions, easements, charges and liens hereinafter amended and set forth in the Original Declaration, each and all of which are for the benefit of such property and each owner thereof; and,

WHEREAS, the Original Declaration created an agency to which was delegated and assigned the powers of maintaining and administering the community properties and facilities, administering and enforcing the Covenants, Conditions, and Restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the original Declarant incorporated under the laws of the State of Oklahoma as a nonprofit corporation, The Meadow Association Inc., f/k/a Triad East Association, Inc. for the purpose of exercising the functions aforesaid, and

WHEREAS, the Original Declaration provided that the replat of Triad East P.U.D. Addition is and shall be held, transferred, sold, conveyed and occupied subject to certain covenants, conditions, and restrictions hereinafter amended and set forth, which shall run with such real property and shall be binding on all parties having or acquiring any right, title or interest therein or any part thereof, and shall inure to the benefit of each owner thereof and such owner's heirs, devisees, personal representatives, trustees, successors, and assigns, such covenants, conditions, and restrictions being hereby imposed upon

such real property and every part thereof as a servitude in favor of each and every other party thereof as the dominant tenement; and

WHEREAS, the replat of Triad East P.U.D. owners, through the Original Declaration referenced above and through one or more Merger Agreements likewise filed of record, having accepted into their Association, the owners of the replat of the Triad East P.U.D. Lots; and

WHEREAS, in the Original Declaration and the First Amended Declaration it is contemplated that the Triad East P.U.D. Addition, in the city of Norman, County of Cleveland, State of Oklahoma, shall be subject exclusively to this Second Amended Declaration of Covenants, Conditions, and Restrictions, (the "Second Amended Declaration"); and,

WHEREAS, the owners executing this Second Amended Declaration desire to amend the Original Declaration and the First Amended Declaration for Triad East P.U.D. Addition referenced above;

NOW THEREFORE, the Owners of the Meadow Association, Inc. executing this document hereby amend the Original Declaration and the First Amended Declaration for Triad East P.U.D. Addition, filed as above, to read as above and following and to wholly supplant and supersede said the Original Declaration and First Amended Declaration.

## ARTICLE I

### DEFINITIONS

- 1.1 Unit Ownership Estate or Estate means all of the real estate and improvements to the real property described in Exhibit "A" attached hereto, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the Owners of those portions, all as more fully described herein.
- 1.2 Declarant shall mean and refer to the Meadow Association, Inc., a not-for-profit Oklahoma Corporation, and its Board of Directors (hereinafter Board) and its successors and assigns, who have been granted and have assumed the duties, obligations and privileges and rights reserved to the original Declarant, such Declarant being the owner of the Common Elements described as follows:

All of the portion of TRIAD EAST P.U.D. ADDITION to the City of Norman, Cleveland County, Oklahoma which lies outside the perimeter boundaries of each individual lot within said addition as designated on the recorded plat thereof.
- 1.3 Association means the Meadow Association, Inc., f/k/a Triad East Association, Inc., its successors and assigns, which shall govern the administration of this Unit Ownership Estate, the members of which shall be all of the Owners of the Units. Membership shall not be separated from ownership of any unit which is subject to assessment.
- 1.4 Board shall mean the Board of Directors of the Association.



- 1.5 Bylaws means the Bylaws of the Association which are or shall be adopted by the Board as such Bylaws may from time to time be amended.
- 1.6 Rules and Regulations means the Rules and Regulations of the Association adopted by the Board, as they may be in effect from time to time pursuant to the provisions hereof.
- 1.7 Common Elements means all real property owned by the Association for the common use and enjoyment of the owners and includes all portions of the Estate other than the individual lots and those exterior portions of a Unit subject to maintenance and/or improvement by the Association, as described and identified in Exhibits "B" through "E" attached hereto.
- 1.8 Common expenses means and includes expenses for maintenance, replacement, repair, operation, improvements, insurance, taxes, management, and administration, expenses declared Common Expenses by the provisions of the Declaration and the Bylaws of the Association, and all sums lawfully assessed against the Common and Limited Common Elements by the Board of the Association.
- 1.9 Limited Common Elements means those Common Elements which are either limited to and reserved for the exclusive use of an Owner of a Unit or are limited to and reserved for the exclusive common use of more than one but fewer than all of the Owners.
- 1.10 Architectural Control has the meaning specified in paragraph 14.5 below.
- 1.11 Owner means a person or persons, firm, corporation, partnership, trust, association, or other legal entity, or any combination thereof, who owns one or more Units and means the record owner of a fee simple title to any Lot.
- 1.12 Person means a natural person, firm, corporation, partnership, association, trust, other entity, or any combination thereof.
- 1.13 Plans means, among other things, the legal description of the land, the plat of the land, the location of each Building, the location of each Lot showing its unit number which are attached hereto in Exhibit "A" through "E" and incorporated herein.
- 1.14 Building means one or more of the building improvements containing Units as shown on the Plans attached hereto as Exhibit "E".
- 1.15 Lot shall mean and refer to any plot of land shown upon any recorded subdivision of the Properties with the exception of the Common Elements as described in Exhibits "B" through "E" attached hereto.

- 1.16 Unit means a portion of the Estate designated for separate ownership, with the exception of the Common Elements, the boundaries of which are described in the Plans described in Exhibits "B" through "E" attached hereto and pursuant to paragraph 5.3 herein.
- 1.17 Pro Rata Share Pro Rata Share means an owner's undivided interest of one and one-hundred and tenth (1/110) share of the Common Elements and the expenses thereof.
- 1.18 Eligible to Vote. Voting eligibility is reserved only for those Owners or Mortgagee holders who are currently paying their pro rata share of the Common Expenses as described herein.

## ARTICLE II

### PROPERTY RIGHTS IN THE COMMON ELEMENTS

2.1 Common Elements: Description in Deeds. Any deed conveying Unit ownership estates shall convey the undivided interest in the Common Elements which appertain to the Unit, whether described or not. The Board, on behalf of the Association, has the right to grant permits, licenses, and easements over the Common Elements for utilities, roads, and other purposes.

2.2 Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Elements which shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

2.2.1 The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Elements;

2.2.2 The right of the Association to suspend the right to the use of recreational facilities by an Owner for any period during which any assessment against the Owner's Unit remains unpaid, and for a period not to exceed 60 days for infraction of its published rules and regulations; and,

2.2.3 The right of the Association to dedicate or transfer all or any part of the Common Elements to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument signed by three-fourths (3/4) of the Owners agreeing to such dedication or transfer has been recorded.

## ARTICLE III

### ANNUAL ASSOCIATION MAINTENANCE FEES AND SPECIAL ASSESSMENTS

3.1 Purpose of Annual Maintenance Fee Assessments and Special Assessments for Capital Improvements; Common Expenses. The assessments and fees levied by the Association are Common Expenses and shall be used exclusively for the improvement and maintenance of the Common Elements, the Units, the Limited Common Elements and levied to promote the recreation, health, safety, and welfare of the residents in the Estate and of the Units situated upon the estate.

3.2 Common Expenses, Basics. The assessments made for Common Expenses shall be based upon estimated expenses growing out of or connected with the maintenance, repair, operation, additions, alterations, and improvements or and to the Common Elements and Limited Common Elements, which sum may include, but shall not be limited to, expenses of management; taxes and special assessments until separately assessed; insurance premiums; taxes; landscaping and care of grounds; common lighting; repairs and renovations; removal of pollutants and trash collections; wages; utility charges; beautification and decoration; professional (including legal and accounting) fees; management fees; expenses and liabilities incurred by the Board on behalf of the Owners under or by reason of this Declaration and the Bylaws of the Association; any deficit arising or any deficit remaining from a previous period; the creation of reasonable contingency funds; reserves, working capital and sinking funds as well as other costs and expenses relating to the Common and Limited Common Elements as well as other costs and expenses relating to the Common and Limited Common Elements. Such assessments and fees shall also include all expenses for the service, if any, of Common Element electricity, gas, water and sewer, and trash removal charges for the Units and shall be regarded as Common Expenses and assessed accordingly.

3.3 Creation of Lien and Personal Obligation of Assessment/Fees. The Declarant, for each Unit owned within the Estate, hereby covenants, and each Owner of any Unit by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

3.3.1 Annual Maintenance Fees and Special Assessments for Capital Improvements, such assessment and fees to be established and collected as hereinafter provided. The annual maintenance fees (hereinafter called Maintenance Fees) and special assessments, together with interest, costs, late fees, penalties and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Such personal obligation for delinquent assessments shall not pass to the successors in title unless expressly assumed by such successors.

3.4 Special Assessments for Capital Improvements. In addition to the annual maintenance assessments hereof, with a vote of the membership, the Board may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair, or replacement of a described capital improvement upon the Common or Limited Common Elements, including the necessary fixtures and personal property related thereto.

3.5 Maintenance for Assessment. The maintenance fee assessment shall be determined at the Meadow Association, Inc. Annual Meeting with a vote of the membership. The Board may increase the maintenance fee at any time to an amount sufficient to maintain the Estate at a special meeting called for this purpose. The Board may increase the maintenance fee each year by not more than 5% of the maintenance fee for the previous year without a vote of the membership.

3.6 Notice of Meeting Quorum for any Action Authorized under Paragraphs 3.4, and 3.5 above. Written notice setting forth the purpose of the meeting taking any action authorized under Paragraphs 3.4, and 3.5 shall be sent to all Owners not less than 30 nor more than 60 days in advance of the meeting. At such meeting called, the presence of Owners or of proxies entitled to cast three-fourths (3/4) of all the

votes shall constitute a quorum. Any such actions shall have the majority assent of the Owners present and the proxies entitled to cast votes. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the Owners and proxies entitled to cast votes. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

3.7 Uniform Rate of Assessment. Both maintenance fees and special assessments must be fixed at a uniform rate for all Units and may be collected on a monthly basis.

3.8 Certificate of Assessments. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or an agent of the Association setting forth whether the assessments on a specified Unit have been paid.

3.9 Common Expenses; Increases. In the event the cash requirement for Common Expenses exceeds the aggregate assessments made pursuant to Paragraph 3.2, the Board of Directors for the Association may from time to time and at any time, increase, pro rata, the monthly assessments. The omission or failure of the Board to fix the assessment for any period shall not be deemed a waiver, modification, or a release of the Owners from their obligation to pay the same. Assessments shall be payable at the address determined by the Board.

3.10 Benefit of Assessment or Association Earnings. No part of the assessment or net earnings of the Association shall inure to the benefit of any Unit Owner or individual, except to the extent that Unit Owners receive the benefits from the maintenance, repair, operations, additions, alterations, insurance, and improvements of and to the Common Elements.

3.11 Fixing Assessments; Adjustments. For the purpose of fixing and determining the annual fees and assessments or charges, the Board of the Association shall determine in advance for each calendar year the estimated aggregate amount of such fees and assessments or charges as may be necessary for such year and present a budget estimate to the Owners at their annual meeting. The Board may from time to time during each year make reasonable adjustments in said estimated aggregate amount. The estimated aggregate amount for each year's expenses shall be prorated among the Owners of the Units in accordance with the Plans attached hereto.

## ARTICLE IV

### OWNER OBLIGATION TO PAY PRO RATA SHARE OF ASSESSMENTS

4.1 Owner Obligation to Pay Pro Rata Share. All Owners shall be obligated to pay the assessments either estimated or actual, imposed by the Board of the Association to meet the Common Expenses. The Pro Rata Share of the Assessments shall be determined in accordance with the Plans attached hereto.

4.1.1 Unpaid Assessments. As more fully provided in the Declaration, each member is obligated to pay to the Association maintenance fees and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessments are not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at a rate of ten percent (10%), and the Association may bring an action at law against the Owner personally obligated to pay the same and/or

foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Elements or abandonments of his Lot.

4.1.2 Owner's Personal Obligation for Payment of Assessments; Non-Exemption from Payment; Board Responsibility to Collect; Interest, Costs, and Attorney Fees; Suit; Notice to Mortgagee. The amount of Common Expenses assessed against each Unit shall be the personal and individual debt of the Owner thereof. No Owner may exempt himself from liability for the contribution toward the Common Expenses by waiver of the use of enjoyment of any of the Common Elements or by abandonment of the Unit. The Board shall have the responsibility to take prompt action to collect any unpaid assessment which remains unpaid more than thirty (30) days from the due date for payment thereof. In the event of a default by an Owner in the payment of an assessment, such Owner shall be obligated to pay interest at the rate of ten percent (10%) or at the highest lawful rate. The Board may from time to time determine per anum on the amount of the assessment from the due date thereof, together with all expenses, including attorney's fees, incurred to collect such assessment together with late charges as provided by the Bylaws of the Association. Suit to recover a money judgement for unpaid Common Expenses may be instigated in Cleveland County, Oklahoma, and may be maintainable without foreclosing or waiving the lien securing same. Additionally, in the event that the mortgage on a Unit should so provide a default in the payment of an assessment to the Association, the Board shall give notice of any default in payment of an assessment to the mortgagee.

4.2 Payment of Assessment/Fees for Common Expenses; Due Date. Assessments for the estimated Pro Rata Share of the Common Expenses shall be due monthly in advance on the first day of each month. In the event the ownership of a Unite commences on a day other than the first day of a month, the assessment for that month shall be prorated. Payment will be considered late and late charges will accrue if not received at the Association's mailing address postmarked on or before the fifth (5<sup>th</sup>) day of the month in which the payment is due.

## ARTICLE V

### UNITS OWNERSHIP AND BOUNDARY; LIMITED COMMON ELEMENTS

5.1 Ownership-Title. A Unit may be held and owned by one or more persons in any real property relationship recognized under the laws of the State of Oklahoma.

5.2 Division of Property into Units The tract of land described in the Plans attached hereto and the improvements thereon are hereby divided into the Units.

5.3 Unit Boundary

5.3.1 For purposes of ownership, maintenance, repair, alteration, and remodeling, an Owner shall be deemed to own: all portions of the interior nonsupporting walls of a Unit; the materials (such as, but not limited to, plaster, paneling, wallpaper, paint, wall and floor tile, and flooring, but not including the subflooring) making up the finished surfaces of the Unit interior walls, of the Unit support walls, of the Unit ceilings, and of the floors within the Unit. The Owner shall also be deemed to own the heating,

cooling, and hot water units serving the Owner's Unit notwithstanding the fact that such heating, cooling and hot water units may be outside the herein described boundary.

5.3.2 If any chute, flue duct, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Element is a part of the Common Elements.

5.3.3 Subject to the provisions of paragraph 10.2, all spaces, interior partitions, other fixtures and improvements within the boundaries of a Unit are a part of the Unit.

5.3.4 Inseparability of a Unit. Each Unit, the appurtenant undivided interest in the Common Elements, and the Limited Common Elements, shall together comprise one Unit, shall be inseparable and may be sold, assigned, leased, devised, or encumbered only as a Unit. Further, except with the prior written consent of one hundred percent (100%) of the holders of the first mortgage liens, and except as provided in 60 Oklahoma Statutes Annotated §527, and as amended from time to time, in the event of substantial total destruction of the Estate, the Unit may not be partitioned or subdivided.

5.4 Limited Common Elements shall be:

5.4.1 The structural and other commonly used components of each building, storage areas, windows, and exterior doors of Units, the utilities, sewers, power, water, and other common lines running through the walls, ceilings, attic, or floor of each Unit for the service of the other Units;

5.4.2 Courtyards, patios, balconies, or terraces, and assigned parking space(s), if any. Any other Common Element, which is shown on the Plans attached hereto as a Limited Common Element; and

5.4.3 The parking space as shown in the Plans attached hereto, which is appurtenant to the Unit and which will accommodate two (2) personal vehicles, together with the right of ingress and egress in and upon said parking space.

5.4.4 As described in paragraph 10.1 herein.

## ARTICLE VI

### GENERAL RESTRICTIONS

6.1 Offensive or Noxious Use. The Owner of any Unit shall not use or allow the use of such Unit for any purpose which will be a nuisance (whether private or public), noxious, offensive, or detrimental to the use of the other Units or which will create or emit any objectionable, offensive, or noxious odors, dust, gases, fumes, or other such material or which will in any manner violate applicable zoning or ordinance or other regulations enacted by any duly constituted governmental authority.

6.2 Drilling Prohibited. No drilling or puncturing of the surface for water, oil, gas, or other minerals or hydrocarbons shall be permitted.

6.3 Livestock. The keeping of any poultry, cattle, horses, or other livestock of any kind or character is prohibited.

6.4 Refuse Storage; Growth. The storage of trash, ashes or other refuse except in receptacles as required by the City of Norman, is prohibited. All refuse and trash receptacles will, at all times, be kept

within the individual Unit's patio. Weeds, underbrush, or other unsightly plant growths shall not be permitted to grow or remain on Common Elements. No trash, ashes, or other refuse may be thrown in any other Owner's Unit or in or on the Common Elements.

6.5 Signs and Billboards; Declarant's Right. No signs of any kind or billboards shall be permitted on any Unit or Common or Limited Common Element without the prior written consent of the Association, except those specifically allowed by federal, state, or local law. This prohibition shall not apply to the Declarant in identifying the Estate.

6.6 Vehicle Parking and Storage. No truck in excess of  $\frac{3}{4}$  tons or other vehicle which is not normally used as daily transportation, boat, camper, recreational vehicle, motor/mobile home, or large commercial vehicle, and no vehicle in the process of being repaired or that is otherwise presently inoperable, shall be stored or parked on the Common Elements within the Estate; the operation and parking of all vehicles on the Estate are subject to the Bylaws and the Rules and Regulations of the Association. No vehicle of any type may be parked on or driven on or across the grounds of the Common Elements.

6.7 View From Common Elements or Unit. All garbage cans, personal items, equipment, coolers, or storage piles, etc. shall be located so as not to be visible from the Common Elements or any other Unit with the Estate.

6.8 Storage of Fluids; Tanks No elevated tanks of any kind shall be erected, placed, or permitted on any Unit or on the Common or Limited Common Elements and no tank for the storage of oil or other fluids may be maintained above or under the ground on any Lot.

6.9 Radio or Television Transmitting or Receiving Device. No radio or television transmitting or receiving device shall be allowed on any Unit with the exposed or exterior antenna placed or maintained on any part of the Common Elements or Limited Common Elements, except those specifically allowed by federal, state, or local law.

6.10 Activities Increasing Insurance Rates; Waste Nothing shall be done in any Unit or on the Common Elements or Limited Common Elements which will result in the increase of fire or casualty insurance premiums thereon or the cancellation of such insurance. No waste shall be committed on the Common or Limited Common Elements.

6.11 Temporary Structure. No trailer, tent, shed, or shack shall be erected, placed, or permitted, nor shall any structure of temporary character be used at any time as a residence, nor shall any structure be erected on any of the Common Elements or Limited Common Elements, without the prior written consent of the Association.

6.12 Nuisance Activity. No noxious or offensive activity shall be carried on, nor shall anything be done therein which may be or may become an annoyance or nuisance.

6.13 Clothes Drying Facilities No outside clothes drying facility or lines, shall be visible from the Common Elements.

6.15 Trees and Shrubs No trees or shrubs of any kind may be planted on or removed from the grounds, without the prior written consent of the Association, provided, however, that any tree or shrub for which permission to remove is obtained must be replaced.

6.16 Minors: Responsibilities of Parents-Guardians. All minors, whether belonging to Owners, tenants of such Owners, employees of Owners or tenants, family members, guests, invitees, or occupants of a Unit or the invited guests of such minors shall abide by all Association Rules and Regulations and shall be informed of such Rules and Regulations by the responsible parent or guardian. No minor shall be permitted to roam unsupervised (without a parent or guardian present) within the grounds; makes holes in the grass damage shrubs or trees, sidewalks, curbs or streets; or otherwise damage any Common or Limited Common Elements. In the event of any damage caused by a minor in violation of this provision, such damage will become an assessment against the Owner of the minor or the Owner who invited the minor.

6.17 Household Pets: Care and Restraint; Limit on Number; Indemnification by Owners. No animal shall be kept except one (1) household pet. Such pet 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. No pet may be staked or tied to or on any Common or Limited Common Element. No savage or dangerous animal shall be kept. No household pet, exceeding fifteen (15) pounds, may be kept without written permission of the Association. No pet may be permitted to run loose within the Estate, and any Owner who causes any animal to be brought or kept within the Estate shall indemnify and hold harmless the Association for any loss, damage, or liability which the Association may sustain as a result of the presence thereof. A pet owner must abide by the municipal animal laws and maintain the pet at all times in a humane manner.

6.18 Violation of General Restrictions. The Board shall assess and collect a fine of up to \$50.00 per month or any portion thereof, from any Owner, who is found by the Board to be in violation of the Covenants, Bylaws or Rules governing this Association. The Owner shall be notified of the violation and what the owner must do to correct the violation, and the Owner shall also be advised of the consequences of the Owner's failure to effect said correction. The Owner in violation shall correct said violation within fifteen (15) days or five (5) days after the next regularly scheduled Board meeting, whichever is greater. The Owner may appear at the next regular board meeting to appeal any fine so levied. If an Owner fails to appeal or fails to correct the violation within sixty (60) days of the above mentioned Board meeting, the Board shall be authorized to utilize the Association's resources to correct the violation and to assess the Owner in violation for these costs. The assessed cost shall include the actual cost of the work, plus an additional eighteen percent (18%) of the cost of the work, plus the administrative expenses of the Board, plus a reasonable attorney fee, in addition to any fines previously imposed. The Board shall notify the Owner of the cost of performing the work, and if the Owner does not pay within fifteen (15) days, said costs shall be deemed an unpaid special assessment, and shall be a lien on the property and subject to all collection rights herein provided.

## ARTICLE VII

### OWNER AND DECLARANT USE AND OCCUPANCY

7.1 Use and Occupancy; Rights to Rent. All Units shall be used and occupied only for single family residence purposes by the Owner, by the Owner's family, or the Owner's guests or tenants. However, Units shall not be rented by the Owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period less than thirty (30) days; or (b) any rental if the occupants of the Unit are provided customary hotel services, such as room service for food and beverage, maid service, furnishing laundry and linen, and bellboy service.



7.2 Mortgagee Right to Rent; Leases Subject to Declaration. Notwithstanding the above, if any mortgagee forecloses on any Unit, said mortgagee shall have the right to rent said Unit upon such terms as it deems advisable until the Unit is sold. Any lease made shall be in writing and shall be subject to the Covenants, Conditions, and Restrictions contained in this Declaration and further subject to the Bylaws, and any and all rules and regulations of the Association.

7.3 Unit Owner Duty to Inform. It shall be the duty of any Unit owner to inform all tenants of the Unit of any and all the Rules and Regulations of the Association in writing as a part of any lease or rental agreement.

7.4 Declarant Business Office. Declarant and its employees, representatives, and agents may maintain a business office and other facilities necessary or required to conduct the business of the Association.

## ARTICLE VIII

### ASSOCIATION OF UNIT OWNERS; MANDATORY MEMBERSHIP

8.1 Administration and Management of the Estate; Mandatory Membership. The administration and management of this Estate shall be governed by these Covenants, Conditions and Restrictions and the Bylaws of the Association, a copy of which are attached hereto as Exhibit "F" and incorporated herein by reference. An Owner of a Unit, upon becoming an Owner, shall mandatorily be a member of the Association and shall remain a member for the period of ownership. The Association shall be governed by a Board as is provided in the Bylaws of the Association.

8.2 Reserves and Working Capital. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Elements and those Limited Common Elements which the Association may be obligated to maintain. The fund shall be maintained out of regular assessments for Common Expenses. Additionally, A working capital fund shall be established for each Unit, equal to at least ninety (90) days estimated Common Expenses at the time of transfer of ownership. Each Unit's share of the working capital fund shall be collected and transferred to the Association at the time of closing of the sale of each Unit for the use and benefit of the Association.

8.3 Terminable Contracts. The Association may employ agents, servants, and employees and any person or firm to act as Managing Agent at any agreed compensation for a maximum contract term of one (1) year, but any agreement for professional management of the Estate, or any contract providing for services by Declarant or any lease to which Declarant or affiliate of Declarant is a party, must provide for termination by either party with or without cause or payment of a termination fee on not less than thirty (30) days written notice, and immediate cancellation for violation of law or substantial circumstances.

8.4 Records; Retention. The Board shall keep or cause to be kept current certified copies of the recorded Declaration, Bylaws, and the books and records with detailed accounts of the receipts and expenditures affecting the Estate and its administration and specifying the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association. The records so kept shall be available for inspection, upon written request, by all Owners, lenders, and the holders, insurers, and guarantors of first mortgages at convenient hours on working days or under

other reasonable circumstances, except for those records which are required to be kept confidential under applicable federal, state or local laws and regulations.

8.5 Auditing. All records shall be kept in accordance with accepted accounting procedures and shall be audited at least once a year by an auditor outside the Association. Owners and holders, insurers, and guarantors of first mortgages shall be entitled to receive, free of charge upon written request, annual audited financial statements of the Association upon completion.

8.6 Notice to Mortgagees. The holder, insurer, or guarantor of the mortgage on any Unit, in the Estate is entitled to timely written notice of:

8.6.1 Any condemnation or casualty loss that affects either a material portion of the Estate or the Unit securing its mortgage;

8.6.2 Any default in the performance by the individual Unit borrower of any obligation under the Unit ownership estate documents which is not cured within sixty (60) days.

8.6.3 A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and

8.6.4 Any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

## ARTICLE IX

### EASEMENTS, RESERVATION FOR ACCESS

9.1 Easements for Encroachments. If any portion of the Common or Limited Common Elements encroaches upon a Unit or Units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist, regardless of whether such easement is shown on the Plans attached hereto. If any portion of a Unit encroaches upon the Common or Limited Common Elements, or upon adjoining Unit or Units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the Common or Limited Common Elements or on the Units.

9.2 Reservation for Access, Maintenance, Repair, and Emergencies; Negligence of Owner; Easement by Association. The Owners shall have the irrevocable right, to be exercised by the Board of the Association, or its agent, to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair, or replacement of any of the Common or Limited Common Elements thereon or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common or Limited Common Elements or to another Unit or Units. Damage to the interior or any part of a Unit or Units resulting from the maintenance, repair, emergency repair, or replacement of any of the Common or Limited Common Elements or as a result of emergency repairs within another Unit, at the insistence of the Association, shall be a Common Expense of all of the Owners; provided, however, if such damage is the result of the misuse or negligence of a Unit Owner or its Occupants, then such Unit Owner shall be responsible and liable for all such damage. All maintenance, repairs, and replacements as to the Common or Limited Common Elements, whether located inside or outside of Units (unless necessitated by the negligence or misuse of a Unit Owner or Occupant, in which case such expense

shall be charged to such Unit Owner), shall be the Common Expense of all the Owners. The Board, upon resolution duly passed, shall have the authority to grant, on behalf of the Association, permits, licenses, and easements over the Common Elements for utilities, roads, and other purposes notwithstanding the fact that the Common Elements are owned in undivided interests by the Owners of Units in the Estate.

## ARTICLE X

### MAINTENANCE RESPONSIBILITY OF ASSOCIATION AND OWNER

10.1 Association's Maintenance Responsibility. The Association shall be responsible for the maintenance, operation, and repair of the Common and Limited Common Elements, i.e., exterior maintenance upon each unit which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, excepting glass surfaces, streets, curbs, trees, shrubs, grass, walks, fences, and other exterior improvements.

10.2 Owner's Maintenance Responsibility. For purposes of maintenance, an Owner shall be deemed to own the interior of a Unit as defined in paragraph 5.3. An Owner shall maintain and keep in repair the Unit, including the appliances and lighting fixtures thereof. All lighting fixtures, equipment, and electrical wiring installed within the Unit, commencing at a point where the utilities enter the Unit shall be maintained and kept in repair by the Owner thereof. As maintenance and repair of common water pipes, but not interior plumbing fixtures, shall be by the Association, such utilities shall not be disturbed or relocated by an Owner without the written consent and approval of the Board. An Owner must request written approval from the Board to replace or modify exterior doors and windows. The Owner shall do no act nor do any work that will impair the structural soundness or integrity of the building or impair any easement or hereditament, nor shall the Owner make any changes to the individual patio or terrace, if any, appurtenant to his Unit, without written approval of the Association. An Owner shall also keep the appurtenances to his Unit in a clean and sanitary condition and be responsible for repairs caused by negligence or misuse of that Owner to any Limited Common Element of which the Owner has beneficial use, in accordance with the terms of this paragraph. However, the Board shall have the right to do any necessary maintenance work or repairs to the Limited Common Elements if the Owner fails to do so and assess the Owner for the cost thereof. An Owner, after acquiring an adjoining Unit or an adjoining part of an adjoining Unit, may remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a Common Element, if those acts do not impair the structural integrity or mechanical Systems or lessen the support of any portion of the Common Elements. Removal of interior partitions or creation of interior apertures under this paragraph is not an alteration of boundaries.

## ARTICLE XI

### STRICT COMPLIANCE WITH DECLARATION, BYLAWS, AND RULES AND REGULATIONS

11.1 Strict Compliance with Provisions of Declaration, Bylaws, and Rules and Regulations. Each Owner shall comply strictly with the provisions of this Declaration, the Bylaws of the Association, and the administrative Rules, Regulations, Decisions, and Resolutions of the Association set forth herein and adopted pursuant thereto as the same may be lawfully amended from time to time. Failure and refusal after written notice to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief or both, and for reimbursement of all attorney's fees incurred in the enforcement therewith and interest on all of such amounts at the rate of ten percent (10%), which action

shall be maintainable by the Board in the name of the Association on behalf of the Owners or, in a proper case, by an aggrieved Owner.

11.2 Enforcement at Law or in Equity. The Association or any Owner or Declarant, so long as Declarant has a record interest in the covered property, shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration or any amendment hereto, including the right to prevent the violation of any such restrictions, conditions, covenants, or reservations and the right to recover damages or other dues for such violation; provided, however, with respect to assessment liens and Association Rules, the Association shall have the exclusive right to the enforcement thereof. Failure by the Association or by any Owner to enforce any covenant, condition, or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association or any Owner shall also have the right to enforce by proceedings at law, or in equity the provisions of this Declaration or the Bylaws and any amendments thereof.

## ARTICLE XII

### ASSESSMENT LIEN

12.1 Assessment Lien; Priority; Notice of Lien; Recording; Enforcement; Receiver. All sums assessed but unpaid for the share of Common Expenses chargeable to any Unit, including any fees, late charges, fines, or interest, shall constitute a lien on such Unit, and shall receive priority over any and all other liens except the following: (1) assessments, liens, and charges for taxes past due and unpaid on the Unit, (2) judgements entered in a Court of Record prior to the date of Common Expense assessment, (3) mortgage instruments of encumbrance duly recorded prior to the date of such assessment, (4) mechanic's and materialmen's liens arising from labor performed or material furnished upon a Unit prior to the date of such assessment, and (5) mechanic's and materialmen's liens for labor performed or material furnished upon the Common Elements to the extent of the proportionate part chargeable to the Unit Owners which constitute a part of an assessable charge for Common Expenses, satisfaction of which shall discharge the assessment to the extent of the payment made. To evidence such lien, the Board or the Managing Agent shall prepare a written notice of assessment lien setting forth the amount of such unpaid indebtedness, the name of the Owner of the Unit, and a description of the Unit. Such a notice shall be signed by one of the Board or by the Managing Agent and shall be recorded in the office of the County Clerk of Cleveland County, Oklahoma. Such lien for the Common Expenses shall attach from the due date thereof and impart notice to the third parties from the date of the recording thereof. Such lien may be enforced by the foreclosure of the defaulting Owner's Unit subsequent to the recording of a notice or claim thereof by the Association in like manner as a mortgage on real property. In any such proceedings, the Owner shall be required to pay the costs, expenses, and attorney's fees incurred for filing the lien and, in the event of foreclosure proceedings, the additional costs, all expenses and attorney's fees incurred. The Owner of the Unit being foreclosed shall be required to pay to the Association the monthly assessment for the Unit during the period of foreclosure, and the Association shall be entitled to the appointment of a receiver to collect the same. The Association shall have the power to purchase a Unit at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey, or otherwise deal with the same.

12.2 Mortgagee May Pay Assessment. Any mortgagee holding a lien on a Unit may pay, but shall not be required to pay any unpaid Common Expenses payable with respect to such Unit, and such payment shall not be deemed a waiver by the Association of default by the Unit Owner.

12.3 Assessments Collectible Upon Sale. Upon the sale or conveyance of a Unit, all unpaid assessments against the seller for the pro rata share of the Common Expenses, including interest and costs and reasonable attorney's fees incurred in collection shall be first paid out of the sales price or by the purchaser in preference of any other assessments or charges of whatever nature, except the following:

12.3.1 Assessments, liens and charges for taxes past due and unpaid on the Unit;

12.3.2 Judgements entered in a Court of Record prior to the date of Common Expense assessments;

12.3.3 Mortgage instruments of encumbrance duly recorded prior to the date of such assessments;

12.3.4 Mechanic's and materialmen's liens arising from labor performed or material furnished upon a Unit prior to the date of such assessment; and

12.3.5 Mechanic's and materialmen's liens for labor performed or material furnished upon the Common Elements to the extent of the proportionate part chargeable to the Unit Owners which constitute a part of an assessable charge for Common Expenses, the satisfaction of which shall discharge the assessment to the extent of the payment made in a voluntary conveyance of a Unit, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for the share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee thereof. However, any such grantee shall be entitled to a statement from the Managing Agent, or Board of the Association, as the case may be, setting forth the amount of the unpaid assessments against the grantor due the Association, and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount therein set forth.

12.4 Mortgaging a Unit; Priority; Mortgage Subject to Declaration; Mortgagee in Title-Unpaid Assessments. An Owner shall have the right from time to time to mortgage or encumber the Unit and the interests appurtenant thereto by deed of trust, mortgage, or other instrument but the lien created thereby shall be subject to the terms and provisions of this Declaration, and any mortgagee or other lienholder who acquires a Unit through judicial foreclosure, public sale, or other means shall be subject to the terms and conditions of this Declaration except as specifically excepted here from. Where the holder of a first mortgage or deed in lieu of foreclosure, such acquirer of title shall not be liable for the share of the Common Expenses or assessments chargeable to such Unit which became due prior to acquisition of title to such Unit by such acquirer. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from all of the Units including such acquirer, the successors and assigns.

## ARTICLE XIII

INSURANCE, DAMAGE TO OR DESTRUCTION OF IMPROVEMENTS

13.1 Hazard Insurance; Master Policy. The Association shall carry a blanket insurance policy for the Building, Improvements and Common Elements in the amount not less than eighty percent (80%) of the insurable value (based upon replacement cost) from an insurance company qualified to do and conduct business in the State of Oklahoma and holding a rating of A M Best's Insurance Reports of Class A or better. The limits of coverage of said insurance shall be reviewed annually by the Board, with respect to fire, lightning and extended coverage, vandalism and malicious mischief insurance covering the Common Elements and Units and, if required by law, workman's compensation insurance (all of which shall be hereinafter referred to as the "Master Policy"), with respect to the project and the Association's administration thereof in accordance with the following.

13.2 Flood Insurance. If the Property is located in an area identified as being within an area having special flood hazards, a "blanket" policy of flood insurance on the Property must be maintained in the amount of the aggregate of the outstanding principal balances of the mortgage loans on the Units comprising the Property or the maximum limit of coverage available under the National Flood Insurance Act of 1968, as amended, whichever is less.

13.3 Public Liability Coverage. The Association shall also obtain and maintain, to the extent obtainable, public liability insurance in such limits as may from time to time be determined necessary, covering all of the Common Elements, commercial spaces and public ways in the Property. Such insurance policy shall contain a "severability of insurance" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of the Association or other Unit Owners. The scope of coverage must include all other coverage in the kinds and amounts required by private institutional mortgage investors for projects similar in construction, location, and use. Coverage shall be for at least \$1,000,000 per occurrence for personal injury and/or property damage. The Association shall use its best efforts to see that the liability insurance carried by the Association shall contain a cross-liability insurance endorsement, or appropriate provisions to cover liability of the Owners, individually and as a group, to another Owner.

13.4 Named Insured; Mortgagee Clause. The Master Policy shall be purchased by the Association, naming the Association as the insured, as attorney-in-fact or trustee for the benefit of all of the Owners. All policies of hazard insurance must contain or have attached the standard mortgagee clause commonly required by mortgagee investors in the State of Oklahoma.

13.5 Fiduciary Liability Insurance. The Board shall also obtain and maintain, to the extent maintainable, professional and fiduciary liability insurance coverage against dishonest acts on the part of the Directors, managers, trustees, employees or volunteers responsible for handling funds belonging to or administered by the Association. The fidelity bond or insurance shall be in the amount sufficient to provide protection which is in no event less than one and one-half times the estimated annual operating expenses and reserves of the Association. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover such persons. The fidelity policy shall provide that it may not be cancelled or substantially altered or amended (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to the Board and each mortgage loan servicer on behalf of FNMA and FHLMC.

13.6 Insurance for Unit Owner. Each Owner may obtain insurance at Owner's own expense for Owner's own benefit. Insurance coverage on all furnishings and decorations and other items of personal property belonging to an Owner and casualty and public liability insurance coverage within each Unit are specifically made the responsibility of the Owner thereof.

13.7 Other Perils. The Association may, in its sole discretion, elect to carry insurance to cover other perils.

13.8 Damage to or Destruction of Improvements; Repair; Resolution Not to Proceed with Repair; Partition; Notice to Mortgagees Where Substantial Damage. Except as hereinafter provided, damage to a Building shall be promptly repaired and restored by the Board using the proceeds of insurance, if any, on the Building for that purpose, and the Unit Owners shall be liable for assessment for any deficiency; provided, however, if there is substantially total destruction of the property; or if seventy-five percent (75%) of the Unit Owners other than the Declarant and seventy-five percent (75%) of the holders of first mortgages duly resolve not to proceed with repair or restoration, then and in that event the property or so much thereof as shall remain, shall be subject to partition at the suit of any Unit Owner, in which event the net proceeds of sale, together with the net proceeds of insurance policies, if any, shall be considered as one fund and shall be divided among all the Unit Owners in proportion to their respective undivided ownership of the Common Elements, after first paying off, out of the respective shares of Unit Owners, to the extent sufficient for that purpose, all liens on the Unit of each Unit Owner. First mortgagees will be given immediate notice of any substantial damage or loss to, or taking of, the Common Elements of the Project if such loss or taking exceeds Ten Thousand Dollars (\$10,000) or damage to a Unit covered by a mortgage purchased in whole or in part by the Federal Home Mortgage Association exceeds One Thousand Dollars. No reallocation of Interests in the Common Elements resulting from a partial condemnation or partial destruction of such an Estate may be effected without the prior approval of holders holding mortgages on all remaining Units whether existing in whole or in part, and which have at least fifty-one percent (51%) of the votes of such remaining Units subject to holders of mortgages.

13.9 Bids from Contractors; Costs in Hand; Board Obligation in Reconstruction; Compliance with Original Plans. The Board shall obtain bids (setting forth in detail the work required to restore the area to the same condition that existed prior to the damage and the itemized cost for such work) from at least two (2) reputable contractors and shall award reconstruction work to the lowest bidder, at their discretion; provided, however, that the Board shall not be required or authorized to award such contract until it has sufficient monies, whether from insurance proceeds or the collection of special assessments levied in accordance with this paragraph, with which to pay the cost of reconstruction as reflected by the bid to be accepted by the Board. The Board, upon awarding said contract, shall thereafter be authorized to disburse monies to the contractor in accordance with said contract out of the insurance proceeds held by the Board and the special assessments levied and collected by the Board in accordance with this paragraph. It shall be the obligation of the Board to take all steps necessary to assure the commencement and completion of such reconstruction at the earliest possible date. All such reconstruction shall be in accordance with the original Plans of construction of the Estate unless other action is approved by holders holding mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to holders of mortgages.

13.10 Distribution of Proceeds; Priority Rights of First Mortgagees. Nothing contained herein or in any of the Unit Ownership estate documents shall give a Unit Owner or any other party priority over any rights of first mortgagees of Units in the case of a distribution of insurance proceeds or eminent domain awards.

13.11 Eminent Domain; Acquisition of All or Substantially All of a Unit. If a Unit is acquired by eminent domain, or if part of a Unit is acquired by eminent domain leaving the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, the award must compensate the Unit Owner and mortgagees, if any, as their interest may appear, for the Unit Owner and its Common Element Interest, whether or not any Common Element interest is acquired. Upon acquisition, unless the decree otherwise provides, that Unit's entire Common Element Interest, votes in the Association, and Common Expense liability are automatically reallocated to the remaining Units in proportion to the respective interests, votes, and liabilities of those Units before the taking, and the Association shall promptly prepare, execute, and record an amendment to the Declaration reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this subsection is thereafter a Common Element.

13.11.1 Acquisition of Part of a Unit. Except as provided in paragraph 13.5, if part of a Unit is acquired by eminent domain, the award must compensate the Unit Owner and mortgagees, if any, as their interest may appear, for the reduction in value of the Unit and its Common Element interest. Upon acquisition, (1) that Unit's Common Element Interest, votes in the Association, and Common Expense liability are reduced in proportion to the reduction in the size of the Unit, or on any other basis specified in this Declaration, and (2) the portion of Common Element Interest, votes, and Common Expense liability divested from the partially acquired Unit are automatically reallocated to that Unit and the remaining Units in proportion to the respective interests, votes, and liabilities of those Units before the taking with the partially acquired Unit participating in the reallocation on the basis of its reduced interests, votes, and liabilities.

13.11.2 Acquisition of Part of Common Elements. If part of the Common Elements is acquired by eminent domain, the award must be paid to the Association for the use and benefit of the Unit Owners and their mortgagees, if any, as their interests may appear. The Association shall divide any portion of the award not used for any restoration or repair of the remaining Common Elements among the Unit Owners in proportion to their respective Common Element interests before the taking.

13.11.3 Association to Represent Owners. The Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements, and agreements with the condemning authority for acquisition of the Common Elements, or part thereof. Each Unit Owner appoints the Association as attorney-in-fact for such purpose.

## ARTICLE XIV

### GENERAL CONDITIONS

14.1 Registration of Mailing Addresses of Unit Owners. Each Owner shall register a mailing address with the Association, and notices or demands intended to be served upon an Owner shall be sent by mail, postage prepaid, addressed in the name of the Owner at such registered mailing address.

14.2 Association Address; Service Agent. All notices, demands, or other notices intended to be served upon the Board of the Association or to the Association shall be sent certified mail, postage prepaid, to



the President of the Meadow Association, Inc., Post Office Box 289, Norman, Oklahoma 73071, or at such other address which the Board may furnish from time to time or served in person upon the service agent of the Association on file with the Oklahoma Secretary of State..

14.3 Period of Ownership. The Unit Ownership Estate Created by this Declaration, and the plans shall continue until this Declaration is revoked in the manner as is provided for in this Declaration of law.

14.4 Waiver Clause. Except as to the payment of assessments, the Association shall have the power to grant to any Owner a waiver, variance, or exception of and from any of the provisions of this Declaration, upon approval of a three-fourths (3/4) majority of the votes by the members of the Association at the annual meeting of the Association or at any special meeting called for this purpose.

14.5 Architectural Control. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Common or Limited Common Elements, nor shall any exterior addition to or change or alteration any Unit be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board, or by the recommendation of an Architectural Control Committee composed by three (3) or more representatives appointed by the Board. In the event said Board, or its designated Committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with.

14.6 Failure to Enforce Not Waiver. No provision contained in this Declaration or the Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

14.7 Captions. The captions herein are inserted only as a matter of convenience, and for reference, and in no way define, limit, or describe the scope of this Declaration or exhibits or the intent of any provision hereof.

14.8 Covenants to Run With the Land. The covenants, conditions and restrictions of the Declaration shall run with and bind the Estate and shall inure to the benefit of and be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors and assigns.

14.9 Declarant Easement. Declarant has an easement through the Common Elements as may be reasonably necessary for the purpose of discharging Declarant's obligations or exercising Declarant's right reserved herein.

14.9.1 General Reservations. Declarant reserves the right to establish within the Common Elements future easements, reservations, exceptions, and exclusions consistent with the ownership of the Estate and for the best interests of the Unit Owners and the Association in order to serve the entire Estate.

14.10 Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

14.11 Attorney's Fees. In the event action instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgement, reasonable attorney's fees and costs of such suit. In the event the Association is a prevailing party in such action, the amount of such attorney's fees and costs shall be a special assessment with respect to the Unit involved in the action.

14.12 Special Amendment. Declarant hereby reserves and is granted the right and power to record a Special Amendment to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities and/or (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Units and/or (iii) to comply with the requirements of any permanent lender or title insurance company, in furtherance of the foregoing power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment.

14.13 Revocation of Declaration; Approvals by Owners; Mortgagees. This Declaration shall not be revoked unless all of the Owners and all of the holders of any recorded mortgage or lien covering or affecting any or all of the Units unanimously consent and agree to such revocation by instrument(s) duly recorded. This Declaration shall not be merged with a successor regime without the prior written approval of the Administrator of the Veterans Administration and unless the Owners representing an aggregate ownership interest of ninety percent (90%) of the holders of any recorded first mortgage or lien covering or affecting any or all Units consent and agree to such merger by instrument(s) duly recorded.

14.14 Amendment of Declaration. The covenants and restrictions of the Declaration shall run with and bind the land, for a term of twenty (20) years from the date the Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of Unit owners eligible to vote, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Unit Owners eligible to vote. Any amendment must be recorded. Written notice of any meeting called for the purpose of amending this Declaration shall be seen to all of the Owners and all of the holders of any recorded mortgage or lien covering or affecting any or all of the Units not less than 30 days nor more than 60 days in advance of the meeting. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be sixty percent (60%) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. Amendment may also be made by notarized instrument after notification as above.

14.15 Severance. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase, or word, or the application thereof in any circumstance be invalidated by judgement or court order, such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any other circumstances shall not be affected thereby and shall remain in full force and effect.

14.16 Conflict in Documents. In the event than any inconsistency or conflict exists between the items of the Declaration, the By-Laws, or any rule or regulation then in force, the inconsistency or conflict shall in every instance be controlled by the Declaration.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Second Amendment to the Declaration of Covenants, Conditions, and Restrictions for Triad East P.U.D. Addition, effective the date and year first written above.

"DECLARANT"

The Meadow Association, Inc.

BY: Benjamin M. Stapp  
Ben Stapp, President


**CORPORATE ACKNOWLEDGMENT**

STATE OF OKLAHOMA            )  
  ) SS:  
COUNTY OF CLEVELAND        )

Before me, the undersigned, a Notary Public in and for said county and state, on this 2nd day of November, 2017, personally appeared **Ben Stapp**, to me known to be the identical person who executed the within and foregoing instrument as President of **The Meadow Association, Inc.**, an Oklahoma not-for-profit corporation, and acknowledged to me that he executed the same as the free and voluntary act and deed of said Corporation, and as his free and voluntary act and deed personally for the uses and purposes therein set forth.

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

Sheila A. Hoppis  
Notary Public

My Commission Expires: \_\_\_\_\_  
 **SHEILA A. HOPPIS**  
Notary Public  
State of Oklahoma  
Comm. # 07010801 Expires 11/07/19  
Commission No. \_\_\_\_\_

## **BY-LAWS OF THE MEADOW ASSOCIATION, INC**

### **ARTICLE 1-NAME AND LOCATION**

The name of the non-profit corporation is the Meadow Association, Incorporated, hereinafter referred to as the Association. The principal office of the corporation shall be located at 1820 Glen Bo Drive, Norman, Oklahoma with meetings of members and directors held at such dates, times and places within the State of Oklahoma, County of Cleveland as may be designated by the Board of Directors.

### **ARTICLE 2-DEFINITIONS**

- 2.1 Association shall mean and refer to the Meadow Association, Inc. f/k/a Triad East Association, Inc. and its successors and assigns.
- 2.2 Properties shall mean and refer to that certain property described in the Second Amended Declaration of Covenants, Conditions and Restrictions (the "Declaration"), and such additions thereto as may be hereafter be brought within the jurisdiction of the Association.
- 2.3 Common Elements shall mean all real property owned by the Association for the common use and enjoyment of the Owners.
- 2.4 Lot shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the common Area.
- 2.5 Owner shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- 2.6 Declaration shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the County Clerk of Cleveland County, Oklahoma.
- 2.7 Member shall mean and refer to those persons entitled to membership as provided in the Declaration.

### **ARTICLE 3-MEETINGS OF MEMBERS**

- 3.1 Annual Meetings. The annual meeting of the members shall be held on the first Thursday of November, at the Clubhouse of the Meadow Association, 1620 Glen Bo Drive, beginning at 7:30 P.M.
- 3.2 Special Meetings. Special meetings of the members may be called at any time by the President or the Board of Directors, or upon the written request of one-fourth (1/4) of the voting members of the Association.

3.3 Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, no less than 30 days nor more than 60 day before such meeting to each member entitled to vote thereat; addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and time of the meeting and, in the case of a special meeting, the purpose of the meeting.

3.4 Quorum. The presence at the meeting of three-fourth (3/4) of the voting members or proxies entitled to cast votes of the Association shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without further notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

3.5 Proxies. At all meeting of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of the Lot.

3.6 Voting Rights. In order for an Association member to vote at an annual meeting or special meeting, that member must be current in all dues and assessments by the fifth (5<sup>th</sup>) day of the month in which the meeting is held.

#### ARTICLE 4-BOARD OF DIRECTORS; SELECTION/TERM

4.1 Number. The affairs of this Association shall be managed by a Board of five (5) directors, all of whom shall be elected officers of the Association as enumerated in Section 2 of the Article, and all of whom shall be members of the Association.

4.2 Enumeration of Officers. The officers of this Association shall be a President, Vice-President, Executive Secretary, Secretary, and Treasurer, all of whom shall be members of the Board of Directors; and such other officers as the Board may from time to time by resolution create.

4.3 Term of Office; Staggered Office. The term of office for the members of the Board of Directors shall be from January 1, to December 31, and shall be as follows:

4.3.1 Beginning in January, 1982, the President, Executive Secretary, Secretary, and Treasurer shall serve one (1) year. Beginning in January, 1983, and for every consecutive term thereafter, the President, Executive Secretary, and Treasurer shall serve two (2) years.

4.3.2 Beginning in January, 1982, the Vice-President and the Secretary shall serve two years.

4.4 Resignation and Removal. Any Director may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of receipt of such notice, or at any later date specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of a vacancy on the Board of Directors, a successor

shall be selected by the remaining members of the Board and shall serve for the unexpired term of his or her predecessor.

4.5 Compensation. No Director shall receive compensation for any service he may render to the Association. However, and Director may be reimbursed for his actual expenses incurred in the performance of his/her duties.

#### ARTICLE 5-NOMINATION AND ELECTION OF OFFICERS

5.1 Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairperson, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors no later than sixty (60) days prior to the annual meeting of the members. The Nominating Committee shall endeavor to secure at least two (2) nominees for each vacated position on the Board. The names of all nominees shall be posted at the Association clubhouse no later than thirty (30) days prior to the annual meeting as specified in Article III, Section 3 of these By-Laws, and in the Association newsletter published prior to the annual meeting. Such nominations shall be made from among the members of the Association.

5.2 Election. Election to the Board of Directors shall be by secret written ballot. Each member of the Association shall be entitled to one (1) vote for each lot owned in accordance with Article III, Section 2 of the Declaration. A Ballot Count committee shall be appointed by the President consisting of two (2) of the members present who are not nominees. The person receiving the largest number of votes cast for each vacant position shall be elected. Nominees not elected to the position for which they were nominated shall be eligible for other positions vacant.

#### ARTICLE 6-MEETINGS OF DIRECTORS

6.1 Regular Meetings. Regular meetings of the Board of Directors shall be held monthly at such place and hour as may be fixed from time to time by resolution of the Board. Notice and agenda or regular meetings shall be posted at the Association Clubhouse no later than five (5) days prior to the meeting.

6.2 Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days' notice to each Director.

6.3 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present is regarded as the act of the Board.

6.4 Action Taken without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE 7-POWERS AND DUTIES OF THE BOARD OF DIRECTORS

7.1 Powers. The Board of Directors shall have power to:

7.1.1 adopt and publish rules and regulations governing the use of the Common area and facilities, and the personal conduct of the members and their guest thereon, and to establish penalties for the infraction thereof;

7.1.2 suspend the voting rights and rights to use the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

7.1.3 exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

7.1.4 declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors, and

7.1.5 employ a manager, an independent contractor, attorney, certified public accountant, or such other employees as they deem necessary, and to prescribe their duties.

7.2 Duties. It shall be the duty of the Board of Directors to:

7.2.1 cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the voting members of the Association;

7.2.2 supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

7.2.3 as more fully provided for in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment of every Owner subject thereto at least thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

7.2.4 issue or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

7.2.5 procure and maintain adequate liability and hazard insurance on property owned by the Association;

7.2.6 cause all officers or employees having fiscal responsibility to be bonded, as it may deem appropriate;

7.2.7 cause the Common Area to be maintained; and

7.2.8 cause the exterior of the dwellings to be maintained.

7.3 Duties of the Officers. The duties of the Officers are as follows:

7.3.1 President. The President shall prepare the agenda for all meetings of the Directors and the members; shall preside at all meetings of the Directors and the members; shall see that all orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments, and shall exercise signatory authority on all checks and promissory notes in the absence of the Treasurer.

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

7.3.3 Executive Secretary. The Executive Secretary shall prepare all correspondence and written instruments of the Association, keep the corporate seal of the Association and affix it on all papers requiring said seal; 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; and in the absence of any other, serve as the editor of the Association's newsletter.

7.3.4 Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; shall assist the Executive Secretary in the performance of his or her duties; shall have all the powers and authority and perform all the functions of the Executive Secretary in the event of his or her absence or inability to perform; and shall perform such other duties as required by the Board.

7.3.5 Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy to each of the members.

#### ARTICLE 8-COMMITTEES

The Association may appoint an Architectural Control Committee, as provided in the Declaration and a Nominating Committee as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.



#### ARTICLE 9-BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost, except for that information which is required to be kept confidential pursuant to federal, state or local laws or regulations.

#### ARTICLE 10-ASSESSMENTS AND PENALTIES

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent, if the assessments which are not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at least equal to the current FHA interest rate, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonments of his Lot.

#### ARTICLE 11-AMENDMENTS

The By-Laws may be amended, at a regular or special meeting of the members by a vote of a majority of a quorum of members present in person or by proxy.

#### ARTICLE 12-MISCELLANEOUS

12.1 The fiscal year of the Association shall begin on the first day of January and end on the thirty-first (31) day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

12.2 In the case of conflict between the Second Amended Declaration of Covenants, Conditions and Restrictions and these By-Laws, the Declaration shall control.

#### MEADOW ASSOCIATION INC. RULES AND REGULATIONS

1. No work, changes or improvements of any kind may be made upon the exterior building walls or upon any of the Common Elements or grounds by any Unit Owner or occupant, without prior written approval of the Board of Directors of the Meadow Association, Inc., hereinafter referred to as the Association.
2. No Owner, resident or lessee shall install or allow to be installed any wiring for electrical equipment, telephone, air-conditioning unit, or any other apparatus on the exterior of the Unit in such manner that the improvements protrude through the walls, siding, or the roof of the Unit or

are otherwise visible from the ground, except as may be authorized expressly in writing by the Board of Directors.

3. In order that the Common Elements, and amenities of the Meadow Townhomes shall not become overcrowded, the following requirements on occupancy are created. No more than the following number of individuals shall occupy any unit on a permanent occupancy basis:
  - a. Two bedroom units-no more than four (4) persons
  - b. Three bedroom units-no more than six (6) persons
4. The minors of any Owner or occupant or any guest of any Owner or occupant who is a minor must be supervised and not allowed to run, roam, or play in the streets or on the Common Elements. Shouting and loud playing so as to disturb other residents is not allowed in the Common Areas. No ball playing of any kind will be allowed on the Common Grounds. Kicking or batting a ball will not be permitted on the Common Grounds. Any play that poses a hazard to property, including, but not limited to windows, trees, and shrubs, will not be allowed on the Common Grounds. No play of any kind will be allowed on the Common Grounds after dark. The Board reserves the right to temporarily suspend the use of any area in which it believes the lawn or landscaping is becoming unduly worn.
5. Dogs, cats, birds, reptiles, or other animals (hereinafter for brevity termed animals) shall be kept in such a manner so as not to disturb the other Owners and occupants. If an animal becomes a nuisance (whether public or private) to other Owner or occupant, the Owner or person having control of the animal shall be given a written notice by the Board to correct the problem. If not corrected, the Owner, upon written notice, will be required to remove the animal. The written notice provided for herein may be issued by the Management Agent or, if there is no Management Agent, then by the Board. An Owner or occupant must receive written permission from the Board or Management Agent in order to keep an animal weighing more than fifteen (15) pounds on the premises or to keep more than one animal on the premises. Animals are not permitted on the Common Elements without a leash, and under the direct control of the Owner or occupant. Any feces from the Owner's or tenant's pet must be removed from the Common Elements.
6. Vehicles belonging to or under the control of any townhome owner, occupant or a member of the owner's family, guest, tenant, lessee, or employee shall park only in the parking space allocated to said townhome or in designated visitor parking areas. When entering or leaving the premises, vehicles will be operated at a speed not to exceed fifteen (15) miles per hour. At NO TIME shall motorcycles, bicycles, or other vehicles be driven on the common grounds. Double parking is prohibited.
7. Owners and occupants shall exercise reasonable care to avoid making or permitting to be made, loud, disturbing, or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, , television sets, amplifiers or any other instruments or devices in such manner as may disturb or tend to disturb owners or occupants of other units.
8. Trash, such as bottles, paper, or containers must not be thrown on the common grounds or adjoining premises. Parking spaces, patios and walkways shall be kept neat; this applies to children as well as adults.
9. Any common sidewalks, driveways, or entrances shall not be obstructed in any way or used by any owner or occupant for any purpose other than ingress or egress of the units. No article shall be placed in or on any of the common elements, except for those articles which are the common

property of all unit owners. When not in use, toys, motorcycles, bicycles, tricycles, wagons, scooters, or other mobile toys will be stored in the patio areas.

- 10. It is prohibited to hang lights, lighted signs, decorations, garments, rugs, aluminum foil, or other items from the windows, roof, fences, or any of the facades of the buildings. All window hangings, drapes, or drape linings visible from the common elements of any unit shall be of a neutral white or off-white color.
- 11. Use of all common facilities will be made in such manner as to respect the rights and privileges of other owners and occupants. ANY DAMAGE TO THE COMMON ELEMENTS OR COMMON PROPERTY CAUSED BY AN OWNER OR AN OWNER'S FAMILY MEMBERS, GUESTS, OR OCCUPANTS SHALL BE REPAIRED AT THE EXPENSE OF THAT OWNER. An owner will be responsible for the cost of any notification of violation of these rules and any legal expenses required for enforcing these rules.
- 12. Any owner may furnish the Management Agent or, if there is no Management Agent, the Secretary of the Board of Directors, a passkey to the unit to be used for the sole purpose of permitting the Association to enter such unit in case of emergency requiring such entry. In the event an owner elects not to furnish such passkey, such owner hereby exonerates the Association of any and all damages caused to the unit as a result of reasonable forced entry into the same by the Association to cope with such emergencies.
- 13. Mailboxes and exterior (patio and shed) lights are the property of the Association and may not be modified by an owner without written permission of the Association. Charge for replacement of a mailbox by Association will be a minimum of twenty (\$20.00) dollars.
- 14. Returned payments of any kind by an owner will be assessed at a minimum charge of twenty dollars (\$20.00).
- 15. An owner shall supply in a timely manner any information about a tenant, occupant, or guest of their unit to the Association or its Agent upon request.
- 16. Separate rules apply to use of the clubhouse and the swimming pool
- 17. ALL RULES APPLY TO EACH HOMEOWNER, RENTER OR GUEST. Any violation of these rules will, at the discretion of the Board, result in the suspension of the violator's right to use of the common elements, fines, and/or possible legal action.
- 18. The rules and regulations above are subject to amendment and to the promulgation of further regulations.

I have read, understand and hereby agree to abide by the Association Rules and Regulations

Unit \_\_\_\_\_ Owner/Agent Name \_\_\_\_\_

Occupant Signature \_\_\_\_\_ Date \_\_\_\_\_

THE MEADOW ASSOCIATION, INC. CLUBHOUSE RULES AND REGULATIONS

Use of the Clubhouse is restricted to the tenants of Owners and Owners ONLY having all dues and assessments current

1. Use is for 24 Hours (1:00 P.M. to 1:00 P.M. the following day)
2. User must terminate all noisemaking activities by 12 midnight. Clubhouse should be vacated no later than 1:00 A.M.
3. Clubhouse use fee is \$50.00. Additionally, Owner or occupant must pay a cleaning deposit in the amount of \$100.00. Thus, prior to the use of the Clubhouse Owner or occupant must pay the Association two (2) checks, one for \$50.00, one for \$100.00. OWNER is responsible for any damages.
4. Guest parking will be allowed only in designated visitor lots (shown on map provided).
5. Cleaning Deposit (\$100.00) will not be returned until completion of the following:
  - a. Sweep, mop, and wax floor
  - b. Vacuum carpet
  - c. Clean toilets and replace toilet paper, if necessary
  - d. Remove all trash (take it with you)
  - e. In winter-turn heat down to 60 degrees (both thermostats)
  - f. In summer-turn air-conditioning up to 90 degrees (both thermostats)
  - g. Turn off all lights
  - h. Lock doors
  - i. Meet with Board member or designee for inspection and return key by 1:00 P.M. the following day. Failure to comply with this section may result in a fine of up to \$50.00 per day.

NOTE: Use of the Clubhouse is restricted to the Clubhouse ONLY – Use of the pool area is expressly prohibited!

I have read, understand and hereby agree to abide by the Clubhouse Rules and Regulations

Unit Number \_\_\_\_\_ Owner/Agent Name \_\_\_\_\_

Owner/Occupant Signature \_\_\_\_\_ Date/Time(s) \_\_\_\_\_

MEADOW ASSOCIATION, INC. SWIMMING POOL RULES

10:00 A.M. - 9:00 P.M. OPEN

1. Persons with communicable diseases may not use the pool.
2. Solo swimming is prohibited.
3. ALL PERSONS UNDER 16 MUST BE ACCOMPANIED BY A RESPONSIBLE ADULT.
4. Pets are not allowed in the pool enclosure.
5. NO GLASS CONTAINERS or food of any kind is allowed in the pool area.  
ALCOHOLIC beverages are strictly forbidden.
6. No running or rough play in the pool area.
7. No street clothes or clothes worn as street clothes maybe worn in the pool. NO CUTOFFS ALLOWED.
8. Loud or obscene music or language is not allowed.  
ONLY BATTERY POWERED AUDIO DEVICES ARE PERMITTED.
9. Do not remove pool furniture or play with life saving devices.
10. **SWIM AT YOUR OWN RISK- NO LIFEGUARD PROVIDED.**

The homeowners and the Meadow Association, Inc. are not responsible for accident.  
 Only two (2) guests per unit are allowed in pool area at the same time and must be accompanied by the owner/occupant of the unit.

ANY VIOLATION OF THESE RULES MAY RESULT IN EXPULSION, FORFEITURE OF POOL PRIVILEGES AND/OR ARREST FOR TRESSPASSING

ALL RULES ARE SUBJECT TO ENFORCEMENT

Cap. 50,000 Gallons, Maximum Bathing Load: 40

I have read, understand and hereby agree to abide by the Swimming Pool Rules

Unit Number \_\_\_\_\_ Owner/Agent Name \_\_\_\_\_

Owner/Occupant Signature \_\_\_\_\_ Date/Time(s) \_\_\_\_\_

LEGAL DESCRIPTION:

TRIAD EAST P.U.D. ADDITION to the City of Norman, Cleveland County, Oklahoma, according to the recorded plan thereof