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State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Gaudill

**SECOND AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS
SEQUOYAH PLACE**

WHEREAS, a certain Declaration of Covenants and Restrictions of Sequoyah Place dated April 1, 1982, was filed of record in Oklahoma County, Oklahoma, on the 27th day of July, 1982, in Book 4898, Page 917, covering the following described real property situated in Oklahoma County, Oklahoma, to-wit:

A part of the Northeast Quarter (NE/4), Section Twenty-six (26), Township 14 North, Range 3 West of the Indian Meridian, Oklahoma County, Oklahoma, as shown by the recorded plat thereof, and,

WHEREAS, the Declaration was amended at Book 5806, Page 1997; Book 6854, Page 66; Book 7198, Page 907; Book 7443, Page 393; Book 7748, Page 1830; Book 8116, Page 719; Book 10439, Page 905; and Book 11668, Page 1883.

WHEREAS, pursuant to a written notice provided to all Members as provided for in the Declaration according to Article X, Section 10.2, a sufficient percentage of Owners hereby amend the Declaration as follows.

WITNESSETH

WHEREAS, Declarant was the owner of the real property described in Article II of this Declaration and desired to create thereon a residential community with permanent open spaces and other common facilities for the benefit of the said community; and,

WHEREAS, Declarant desired to provide for the preservation of the values and amenities in such community and for the maintenance and improvements of said open spaces and other common facilities, and, to this end, desired to subject the real property described in Article II to the covenants, restrictions, easements and charges and liens hereinafter set forth, each and all of which are for the benefit of such property and each owner thereof; and,

WHEREAS, Declarant deemed it desirable for the efficient preservation of the values and amenities in said community to create an agency to which should be delegated and assigned the power of maintaining and administering the community properties and facilities, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and,

WHEREAS, Declarant incorporated under the laws of the State of Oklahoma, as a nonprofit corporation, THE SEQUOYAH PLACE HOMEOWNERS' ASSOCIATION, for the purpose of exercising the functions aforesaid;

58

NOW, THEREFORE, Declarant declared that it was the owner of the real property described in Article II, to be subdivided into "Lots," "Plots," "Streets," and "Common Areas" (to be defined below), under the name "Sequoyah Place," and hereinafter called "Existing Property." a part of the Northeast Quarter (NE/4) of Section Twenty-six (26), Township 14 North, Range 3 West of I.M., Oklahoma County, Oklahoma, as shown on the recorded plat thereof filed concurrently with this Declaration and dedicated to public use all the "Public Streets" (as defined below) within the Existing Property as shown on such recorded plat, and did also reserve for the installation and maintenance of utilities the easements also shown on such recorded plat. All lands so, dedicated to the public use, and to the use of Persons engaged in supplying utility services to the public, are free and clear of all liens and encumbrances, and title thereto is as shown in the Bonded Abstracter's Certificate on such recorded plat. Declarant further declared that in addition to the easements shown on the aforesaid recorded plat, the "Common Areas" as defined in Section 1.6 below may be used for public drainage and underground utility easements subject to the provisions concerning Architectural Committee review and approval contained in Section 4.3.5 below.

DECLARANT FURTHER DECLARED that the real property described in Article II, and such additions thereto as may thereafter be made pursuant to Article II hereof, subject only to the provisions of Article 4.3.1 below, concerning Common Area A, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as the "Covenants and Restrictions") hereinafter set forth, which shall run with such real property and shall be binding on an 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 and restrictions being hereby imposed upon such real property and every part thereof as a servitude in favor of each and every other part thereof as the dominant tenement.

ARTICLE I

Definitions

Section 1 The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

1.1 "Architectural Committee" shall mean the Board, or a designated architectural committee of the Board, at the times and for the purposes specified in Section 6.1 below.

1.2 "Articles" shall mean the Articles of Incorporation of the Association filed in the office of the Secretary of State of the State of Oklahoma, as such Articles may from time to time be amended.

1.3 "Association" shall mean and refer to the Sequoyah Place Homeowners' Association, a corporation, incorporated under the state laws, its successors and assigns. The address of the Association is 1221-A Sequoyah Street, Edmond, Oklahoma 73003.

1.4 "Board" shall mean the Board of Directors of the Association, duly elected pursuant to the By-Laws of the Association.

1.5 "By-Laws" shall mean the By-Laws of the Association, attached as Exhibit "A", which are or have been adopted by the Board, as such By-Laws may from time to time be amended.

1.6 "Common Areas" shall mean those areas of land so designated on any recorded subdivision plat of The Properties.

1.6.1 "Common Area A" shall designate the pool and recreational areas.

1.6.2. "Common Area B" shall designate areas to be used for front ingress and egress to individual lots and the designated open areas throughout the Properties.

1.6.3 "Common Area C" shall designate the private drives and parking, areas located in most instances at the rear of each Lot or groups of Lots.

1.7 "Corner Lot" shall mean any Lot which abuts, other than at its rear line, upon more than one Street.

1.8 "Declarant" shall mean B. Earl and Patricia C. Austin, with their principal place of business in Edmond, Oklahoma.

1.9 "Declaration" shall mean this Second Amended Declaration of Covenants and Restrictions for Sequoyah Place.

1.10 "Detached Structure" shall mean any covered or enclosed structure on a Lot not attached to the main residence which it serves, and shall include, but not be limited to, carports, garages, outbuildings, tool sheds, kennels, cabanas, pagodas, greenhouses and any temporary structures.

1.11 "Dwelling Unit" shall mean any building or portion of building located on the Properties and designated or used as a single family residence.

1.12 "Front Building Limit Lines" shall mean the lines so designated on any recorded subdivision plat of The Properties; provided, however, that as to each Corner Lot, the Declarant designated in its deed of such Corner Lot which of the Building Limit Lines shown on the recorded subdivision plat is the Front Building Limit Line.

1.13 "General Plan" shall mean the General Plan of the Development.

1.14 "Governing Documents" shall mean this Declaration, the By-Laws of the Association (the "By-Laws"), the Articles of Incorporation of the Association (the "Articles"), and the Rules, as they may be amended.

1.15 "Lot" shall mean those tracts of land so designated upon any recorded subdivision map of the Properties. "Plot" shall mean any residential building site located upon The Properties which is larger than a single Lot, and which is established pursuant to the provisions of Section 8.1 below. Unless expressly otherwise specified herein, all covenants and restrictions applicable to Lots shall be equally applicable to Plots. Where any provisions of this Declaration relate to a Lot or Lots, such provisions shall also be construed to relate to a Plot or Plots, unless the context of the provisions would clearly indicate to the contrary.

1.16 "Member" shall mean those Persons so defined in Sections 3.1 and 3.2 below.

1.17 "Occupancy" of any Lot shall mean that point in time when the first member of the Owner's family or anyone authorized by the Owners moves into the Dwelling Unit located thereon.

1.18 "Owner" shall mean the record title owner, whether one or more Persons, to any Lot, including contract sellers, but shall not include a mortgagee unless such mortgagee has acquired title pursuant to foreclosure; nor shall such term include any other who has an interest merely as security for the performance of an obligation.

1.19 "Person" shall mean an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.

1.20 "Plat" shall mean and refer to the plat for Sequoyah Place filed on May 21, 1982, as recorded at Plat Book 9, Page 24 in the office of the County Clerk of Oklahoma County, Oklahoma.

1.21 "The Properties" shall mean the "Existing Property," described in Section 2.1.

1.22 "Public Street" shall mean any street for public automobile traffic, and designated as "Public Street" on any recorded subdivision plat of the Properties, maintenance of which will be performed by the City of Edmond.

1.23 "Rules" shall mean the rules of the Association adopted by the Board, as they may be in effect from time to time pursuant to the provisions thereof.

1.24 "Visible from Neighboring Property" shall mean, as to any given object, that such object is visible to a person six feet tall, standing on any part of such neighboring property, at an elevation no greater than the elevation of the base of the object being viewed.

ARTICLE II

Property Subject to This Declaration

Section 2.1 Property Subject to Declaration. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in The City of Edmond, Oklahoma County, Oklahoma, and is more particularly described as follows:

A part of the Northeast Quarter (NE/4) of Section Twenty-six, Township 14, Range 3 West of the I.M., as shown on the recorded plat thereof as Sequoyah Place Addition to Edmond, Oklahoma County, Oklahoma, also known as 210 West Danforth.

Declarant, was the owner of fee simple title to The Properties, expressly intended to, and by recording this Declaration, did hereby, subject The Properties to the provisions of this Declaration; provided that the total development area should not exceed seventy (70) Dwelling Units. Declarant shall not be obligated to subject to this Declaration as Properties any real property other than that described herein, which is presently subject to this Declaration.

Section 2.2 Conveyance Subject to Declaration. Reference to Deeds. etc. All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant, running with the land, and shall at all times inure to the benefit of and be binding on any Person having at any time their respective heirs, successors, representatives or assigns. Reference in any deed of conveyance, lease, mortgage, deed of trust, other evidence of obligation or any other instrument to the provisions of this Declaration shall be sufficient to create and reserve all of the easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved or declared herein as though fully and completely set forth in their entirety in any document.

Section 2.3 Owner's Rights Subject to the Provisions of This Declaration. Each Owner shall own their Lot in fee simple for use as a single family residence and shall have full and complete dominion thereof subject to the provisions of this Declaration.

ARTICLE III

Membership and Voting Rights in the Association

Section 3.1 Membership. Every Owner of a Lot shall be a Member of the Association. The membership of an Owner shall become effective for all purposes when the Owner takes title to the Lot. The Member shall provide to the Association evidence of such title transfer. A Person shall no longer be a Member when they no longer hold title to a Lot.

Section 3.2 Voting Rights: Voting Membership. All Members who are Owners of Lots situated upon The Property shall be entitled to one vote per each Lot in which they hold the interest required for membership specified in Section 3.1. When more than one Person holds such interest or interests in any Lot, all such Persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV

Property Rights in the Common Areas

Section 4.1 Members' Easements of Enjoyment. Subject to the provisions of Section 4.3, every Member and their immediate family shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Lot. Such easement shall include the right of any Member to connect their residence with utility lines located upon the Common Areas, provided that the location and design of such connections receive the prior written approval of the Architectural Committee, and further provided that the surface of the Common Areas be promptly thereafter restored to its original condition by the Member at their sole cost and expense. Should the Member fail to restore such surface satisfactorily, as to which the judgment of the Architectural Committee shall be conclusive, the Board of Directions and thereafter the Association, may restore such surface, the cost of which will be assessed against the Member, subject to lien, in the same manner and with the same consequences as the assessments provided for in Article V hereof.

Section 4.2 Title to Common Areas. The Declarant passed the legal title to the Common Areas and any part thereof in October of 1987 with the warranty deed filed at Book 5702, Page 33 within the records of the Oklahoma County Clerk's office.

Section 4.3 Limitations Upon Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

4.3.1 The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purposes of improving the Common Areas and in aid thereof to mortgage those portions of the Common Areas to which the Association has acquired legal title.

4.3.2 The right of the Association to take such steps as are reasonably necessary to protect the above-described properties, that is, the Common Areas and the Properties, against foreclosure; and,

4.3.3 The right of the Association to impose monetary fines for the infraction of the Governing Documents to be assessed and collected as specific assessments more fully set out at Section 5.13, the right of the Association as provided in its Articles and By-Laws, to suspend the enjoyment right of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published Rules. Provided, however, that the right of any Member to use the Common Areas for the purpose of ingress and egress to their Lot shall never, under any circumstances, be infringed; and,

4.3.4 The right of the Association to charge the Members reasonable admission and other fees for use of the Common Areas; and,

4.3.5 The right of the Association, so long as it holds legal title thereto, to convey to any public agency, authority, or utility, easements for drainage or underground utility purposes across any part of the Common Areas, provided that the proposed design and location of such drainage and underground utility facility be first submitted in writing to and approved by the Architectural Committee and further provided that the Architectural Committee's approval shall be in writing, and may be qualified upon the satisfaction of specified conditions but further provided that in the event the Architectural Committee fails to approve or disapprove such design and location within thirty (30) days after those plans have been submitted to it, or in any case, if no suit to enjoin the construction of the proposed facility has been commenced prior to the completion thereof, approval will not be required and this condition will be deemed satisfied; and,

4.3.6 The right of the Association to dedicate or convey all or any part of the Common Areas, to which it has acquired legal title, to any public agency, authority, or utility for such purpose other than those specified in Section 4.3.5 above, and subject to such conditions as may be agreed to by the Members; provided, that no such dedication or conveyance by the Association, as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by the Members entitled to cast two-thirds (2/3) of the votes of the membership has been recorded agreeing to such dedication, conveyance, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken.

Section 4.4 Declaration of Use: Non-Resident Owners. Any Owner may delegate their right of enjoyment of the Common Areas to members of their family, to tenants, to guests, or to contract purchasers who may reside in their Dwelling Unit. All such persons shall be subject to the Rules concerning such use. Any Owner not residing in their Dwelling Unit may not use the recreational facilities except as may be provided by the Rules.

Section 4.5 Lease of Dwelling Unit: Leases in Writing and Subject to Declaration; Breach Herein as Lease Default. Any Owner shall have the right to lease the Dwelling Unit upon such terms and conditions as the Owners may deem advisable, subject to the following: any such lease shall be in writing and shall provide that the lease is subject to the terms of this Declaration and the Rules. Only an entire Dwelling Unit may be leased, not any portion thereof, and only for single family residential use. Any failure of a lessee to comply with the terms of this Declaration, Articles of Incorporation, By-Laws of the Association, or the Rules, shall be in default under the lease enforceable by the Association.

Section 4.6 Right of First Mortgagee to Pay Taxes or Other Charges in Default. First mortgagees of Lots may, jointly or singly, pay taxes or other charges which are in default and which may have become a charge against any Common Area; and may pay overdue premiums on hazard insurance policies; or secure new hazard insurance coverage on the lapse of a policy; for such property and first mortgagees making such payment shall be owed immediate reimbursement therefore from the Association.

Section 4.7 Reserve Fund for Replacement of Common Areas. A reserve fund for replacement of the Common Areas or any property or improvement thereon is hereby established, to be funded from the monthly Assessments hereinafter provided for in Section 5.3. Such portion of the monthly payment provided for in that Section as is deemed adequate by the Board to maintain an adequate reserve fund shall be applied to the reserve fund.

Section 4.8 Right to Examine Books and Records. Owners and the holder of a first mortgage on a Lot shall have the right to examine the books and records of the Association during reasonable business hours.

ARTICLE V Covenant for Assessments

Section 5.1 Creation of the Lien and Personal Obligation of Assessments.

5.1.1 The Declarant, for each Lot owned by it within The Properties, did covenant, each Owner of any Lot by acceptance if deed therefor, whether or not it shall be so expressed in any such deed or other conveyance shall be deemed to covenant and agree to pay to the Association: (1) monthly maintenance assessments; (2) special assessments for capital improvements, both of which assessments are to be fixed, established and collected from time to time as hereinafter provided, and (3) specific assessments. The monthly maintenance and special assessments, together with any late charges and interest thereon, and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Such lien shall be paramount and superior to any homestead or other exemption provided by law. Each such assessment, together with late charges and interest thereon and cost of collection thereof as is hereinafter

provided, shall also be the personal obligation of the Person who was the Owner of such Lot at the time the assessment fell due.

5.1.2 As to any Owner, liability for both monthly maintenance and special assessments shall begin at that point in time when such Owner becomes a Member.

Section 5.2 Purposes of Assessments.

5.2.1 The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties and in particular for the improvement, maintenance and operation of the Common Areas and of properties, services, and facilities devoted to the foregoing purposes and related to the use and enjoyment of the Common Areas, for the payment for fire and extended insurance coverage on the structures located on The Properties, payment of roof maintenance and replacement and payment for maintenance and repair of drives and walks and for the cost of labor, equipment, materials, management and supervision thereof.

Section 5.3 Basis of Monthly Assessments. The monthly maintenance assessment shall be One Hundred Fifty Dollars (\$150.00) per Lot commencing on the 1st day of January, 2016. The maximum monthly maintenance assessment may be increased by vote of the Members, as hereinafter provided in Section 5.5. The Board may, after consideration of current maintenance costs and future needs of the Association, fix the actual maintenance assessments at a lesser amount.

Section 5.4 Special Assessments for Capital Improvements. In addition to the monthly maintenance and assessments authorized Section 5.3 hereof, the Association may levy in any assessment 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 Areas, including the necessary fixtures and personal property related thereto provided that any such assessment shall have the assent of two-thirds (2/3) of the vote of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and which shall set forth the purpose of the meeting, and subject to the quorum provisions of Section 5.6 below, and provided further, that the maximum amount of any special assessments which may be assessed against any Member in any assessment year shall not exceed an amount equal to twice the maximum annual maintenance assessment for the same year.

Section 5.5 Change in Basis and Maximum Monthly Assessments. The Association may change the maximum monthly maintenance assessment or the basis of the maintenance assessment fixed in Section 5.3 hereof, or both, provided that any such change shall have the consent of two-thirds (2/3) of the vote of the Members who are voting in person or by proxy at a meeting duly called for the purpose, written notice which shall be sent to all Members at least thirty (30) days in advance and which shall set forth the purpose of the meeting, and subject to the quorum provisions of Section 5.6 below provided further that the limitations of Section 5.3 hereof and of this Section 5.5 shall not apply to any change in the maximum or basis of the monthly maintenance assessments undertaken as an incident to a merger or a consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Section 2.2.3 hereof. Any change made under the Section in the maximum or basis of the monthly maintenance assessment shall remain in effect until such is changed as provided for in this Section.

Section 5.6 Quorum for Any Action Authorized Under Sections 5.4 and 5.5. The quorum required for any action authorized by Sections 5.4 and 5.5 hereof shall be as follows:

At the first meeting called, as provided in Sections 5.4 and 5.5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 5.4 and 5.5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5.7 Uniformity of Assessments. Every monthly maintenance and special assessment established under this Article V shall be fixed at a uniform rate for all Lots.

Section 5.8 Date of Commencement of Monthly Maintenance Assessments: Due Dates. The annual maintenance assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board to be the date of commencement. The first monthly maintenance assessments shall become due and payable on the day fixed for commencement, and the maintenance assessments for each subsequent month shall become due and payable on the first day of each such month. The due date of any special assessment provided for in Section 5.4 hereof shall be fixed in the resolution authorizing such assessment.

Section 5.9 Duties of the Board. With respect to assessments, the Board shall:

5.9.1 Fix the commencement date for monthly maintenance assessments against all Lots then owned by the Declarant and against all Lots then owned and occupied by other Owners, and send written notices thereof to all Owners including Owners of unoccupied Lots, at least thirty (30) days before such commencement date; and,

5.9.2 Cause the Association to prepare and maintain a roster of Lots, the Owners thereof, the assessments applicable thereto, if any, and the status of the payment thereof, which shall be kept by the secretary of the Association and which shall be open to inspection by any Owner; and,

5.9.3 Upon demand at any time, furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Association, setting forth whether that assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 5.10 Effect of Non-Payment of Assessment: The Personal Obligation of the Owner: The Lien: Remedies of the Association. If any assessment is not paid on the date when due (being a date specified in Section 5.8 hereof), which shall be the first day of the month; then such assessment shall be delinquent and shall, together with interest in the amount of eighteen percent (18%) per annum, all late charges as established by the Board of Directors and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien upon the property which shall bind such property in the hands of the Owner, their heirs, devisees, personal representatives, trustees, successors and assigns. Any such lien shall be prior to all other liens except the following: (1) property taxes past

due and unpaid on the Lot (2) judgments entered in a court of record prior to the due date of the maintenance assessment (3) mortgages duly recorded now or hereinafter placed upon the Lot (4) mechanic's or materialman's liens arising from labor performed or material furnished upon the Lot prior to the due date of such assessment. The personal obligation of the then Owner to pay such assessment, however, shall remain their personal obligation for the statutory period and shall not pass to their successor in title unless expressly assumed by them.

Any such assumption by subsequent Owner or Owners shall be deemed to be for the benefit of the Association as well as the former Owner or Owners and any obligation thereon may be enforced by the Association as well as by any other Person who has the right to do so.

If the assessment is not paid within fourteen (14) days after its delinquent date, which shall be 15th day of the month, a late charge as established by the Board of Directors from time to time shall be added to the amount. The Association may bring an action at law or equity against the Owner personally obligated to pay the same or an action to foreclose the lien against the Lot, and there shall be added to the amount of such assessment the collection cost, including attorney fees of the same. In the event a judgment is obtained such judgment shall include interest on the assessment and cost of collection, including reasonable attorney fees, to be fixed by the court, and any such judgment shall allow the inclusion of all assessments which have come due between the time of filing of the petition and rendering of judgment.

Section 5.11 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Lots subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, a deed in lieu of foreclosure or any other proceeding or act in lieu of foreclosure. Such sale or transfer shall not, however, relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 5.12 Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

5.12.1 All properties to the extent of any easement or other interest therein dedicated and accepted by local public authority and devoted to public use;

5.12.2 All Common Areas as defined in Section 1.6 hereof;

5.12.3 All properties exempted from taxation by the laws of the State of Oklahoma upon the terms and to the extent of such legal exemption; provided, however, that no land or improvements devoted to the dwelling use shall be exempt from such assessments, charges or liens.

Section 5.13 Specific Assessments. The Association shall have the power to levy specific assessments against a particular Lot to cover costs incurred in bringing a Lot into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of a Lot, their agents, contractors, employees, licensees, invitees, or guests and in accordance with a schedule of reasonable monetary penalties for violation of the Governing Documents, which includes the costs of enforcement and reasonable attorney's fees; provided, the Board shall give the Lot Owner

prior written notice and an opportunity for a hearing before levying any specific assessment under this section.

ARTICLE VI Architectural Control

Section 6.1 Review. No building, fence, walk, driveway, wall or other structure or improvement shall be commenced, erected, or maintained upon The Properties, including the Common Area, nor shall any exterior addition to or change or alteration therein be made or any landscaping plan implemented until the plans and specifications showing the nature, kind, shape, height, materials, and location of same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by the Architectural Committee which shall, as used herein, mean the Board, or a committee composed of three (3) or more representatives appointed by the Board. With respect to all such submissions, the judgment of the Architectural Committee shall be conclusive. All approvals shall be in writing, and may be qualified upon the satisfaction of specified conditions.

Section 6.2 Fees. No fee shall ever be charged by the Architectural Committee for the review specified in Section 6.1 or for any waiver or consent provided for herein.

Section 6.3 Proceeding with Work. Upon receipt of approval as provided in Section 6.1, the Owner shall, as soon as practicable, satisfy all conditions thereof and proceed with the approved work. Unless such work commences within one year from the date of approval, such approval shall be deemed revoked, and the Owner must again seek approval pursuant to all of the provisions of Section 6.1.

ARTICLE VII Maintenance and Repair

Section 7.1 Association Responsibilities. The Association shall be responsible for maintenance, repair, and operation of all the Common Areas shown on any plat where the Lot Owners are made mandatory Members of the Association, including lawn and tree maintenance, perimeter fence, swimming pool, cabana, private streets, walks, drives, and roof replacement of Dwelling Units and Common Area structures.

7.1.1 Homeowners/Lot Owners Responsibilities: For purposes of maintenance and repair, an Owner shall be deemed to be responsible for their Lot and all the improvements thereon, including party walls. All maintenance and repairs shall be performed in a way not to alter the uniformity of the exterior appearance or structure of any Dwelling Unit. If, in the opinion of the Board of Directors of the Association, any Owner fails to fulfill his duty and responsibility to maintain their Dwelling Unit so as to preserve appearance and property values or to cause insurance coverage to be increased or denied, the Association may elect to give notice of such fact to the Owner, who shall within twenty-one (21) days of such notice, undertake the repair and maintenance required to restore that Owner's Dwelling Unit to a safe, clean, and attractive condition. Should any such Owner fail to fulfill their duty and responsibility after such notice, the Association shall have the right and power to perform such repair and maintenance and the Owner shall be liable for the costs thereof. The Association may 1) obtain a reasonable estimate of costs and assess such Owner prior to performing any repair or maintenance on such Owner's Dwelling Unit, or 2) may proceed with work and then assess the

Owner. If such Owner fails to reimburse the Association for the cost of such repair and maintenance upon receipt of an invoice therefor, the amount of such charge shall constitute a lien upon the Lot enforceable as any other assessment lien, but subordinate to any pre-existing mortgage lien and any lien securing a construction loan to the Owner. Any damage to Common Areas due to neglect of an Owner or their guest shall be the responsibility of the Lot Owner.

Section 7.2 Access at Reasonable Hours. For the purpose solely of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day except Sunday.

Section 7.3 Owner's Easement for Repair or Maintenance. Where necessary for the repair or maintenance of any structure of the Owner located upon any Lot, that Owner shall have an easement to use and go upon the Lot of another Owner in order to effect such repair or maintenance, for such time and in such manner as may be reasonable. Any dispute as to the necessity or reasonableness shall, at the request of any Owner, be determined by the Board.

Section 7.4 Portions of Structures Common to More Than One Owner. Should any portion of a structure, such as a wall, fence, foundation, roof or any other portion of a structure, whether enumerated specifically herein or not, ever become a common structure to two or more Owners, then each such Owner shall have the duty to maintain such part of the structure so as not to interfere with the use and enjoyment of any other Owner or Owners of the common portion of the structure, and the law of the State of Oklahoma with regard to "Party Walls" shall apply.

Section 7.5 Obligation to Rebuild or Repair. Should any residence or other structure allowed by these Covenants and Restrictions to be placed upon any Lot be destroyed or damaged by storm, fire, or otherwise, the Owner of such Lot shall have the obligation to repair or rebuild such residence or structure within a reasonable time. Provided, however, that such rebuilding or repairs shall be completed within one (1) year from date of destruction unless an extension or extensions are granted from time to time at any regularly scheduled meeting of Members or meeting called for such purpose by a majority vote of the Members in attendance. A quorum for that meeting shall be as set forth in the By-Laws. Provided that this provision shall not apply to any mortgage lender who acquires title by foreclosure or deed in lieu thereof, during such time as such mortgage lender holds title.

7.5.1 Obligation to Rebuild or Repair/Insurance: Owners are specifically advised that the Association will carry property/casualty insurance for damage caused by fire, wind and/or hail, on the Dwelling Units which will cover repair or reconstruction of a destroyed or damaged Dwelling Unit, such coverage including walls, floors, ceilings and fixtures, installations, or additions that are within the unfurnished interior surfaces, or the perimeter walls, floors and ceilings of the individual units which are original installations or have been replaced according to the original plans. Fixtures, installation or addition shall include paint, wallpaper, paneling, tile, carpeting, air conditioners, cabinets, cooking ranges, clothes washers and dryers, electrical fixtures, dishwashers, fire extinguishing apparatus, plumbing fixtures and refrigerators. Under no circumstances shall the Association be liable for the damage to or destruction of personal property located in the Dwelling Units or on the Properties or for any insurance coverage thereof. The deductible on a claim on an Association policy will be assessed uniformly to all Lots.

7.5.2 Additional Insurance: Owners are specifically advised that the Association will carry casualty insurance to cover original specifications as set out in Paragraph 7.5.1. Should an owner install interior improvements of higher quality than original specifications then the individual Owner of such Lot shall carry additional casualty insurance to cover the difference in replacement cost between original specifications and the cost of those items over and above original specifications. Owners shall carry an HO6 policy which includes loss assessment coverage that will cover the Owner's portion of the deductible on the Association's blanket policy.

Each Owner shall submit proof of such insurance to the Association no later than thirty (30) days after the Owner takes title to their Lot. Should an Owner fail to obtain insurance as required, or fail to provide proof of such insurance within the given time, the Association may obtain insurance for such Lot and Owner in amounts within the discretion of the Board, the costs of such insurance to be specifically assessed to that Lot and Owner, which may become a lien on the Lot and foreclosed in like manner as other assessments. The Association may enforce Owner insurance requirements by rule, including monetary fines and penalties.

ARTICLE VIII

Land Classification, Permitted Uses, and Restrictions

Section 8.1 Land Classification. All Lots within the Existing Property are hereby classified as single family Lots (i.e., each such Lot shall be used exclusively for single family residential purposes and for the exclusive use and benefit of the Owner thereof); provided, however, that with the written approval of the Declarant, one or more Lots or a Lot and a part of a second Lot may be combined into a Plot. In no case, however, shall a residence ever be built upon a tract consisting of less than an entire Lot, nor more than one residence on any Lot or Plot. No gainful occupation, profession, business, trade or other non-residential activity shall be conducted on any Lot or in any residence or Detached Structure located thereon. Nothing herein shall be deemed to prevent the leasing of any Lot from time to time by the Owner thereof subject to all the terms and provisions hereof, and to the Rules.

Section 8.2 Building Restrictions.

8.2.1 Minimum Residence Size. No residence which contains less than 900 square feet, exclusive of basements, open porches, garages, attached carports and detached structures shall be built on any Lot.

8.2.2 Maximum Residence Height. No residence which contains more than two stories shall be built on any Lot.

8.2.3 Materials. The principal exterior of the first floor shall be composed of at least twenty percent (20%) brick, stone, or stucco. To the extent that wood is used on the exterior of any residence, it must be a durable variety. Roofs are to be of wooden shingles, clay, tile, stone or composition asphalt shingles.

8.2.4 Building Limit Lines. No building structures or part thereof, except as hereinafter provided, shall be erected or maintained on any Lot beyond the Front Building Limit Line.

Covered or uncovered, but not enclosed, porches, port coteries and terraces may be extended beyond any Front Building Limit Line not more than eight (8) feet.

8.2.5 Signs, Billboard, and Detached Structures. No signs or billboards will be permitted upon the Common Areas or upon any Lot except signs advertising the sale or rental of a Lot or Lots which do not exceed five square feet in area. The location allowed for such signs advertising the sale or rental of a Lot shall be determined by the Board of Directors.

8.2.6 Grading and Excavation. No building or other structure shall be constructed or maintained upon any Lot which would in any way impede natural drainage. No grading, scraping, excavation or other rearranging or puncturing of the surface of any Lot shall be commenced which will or may tend to interfere with, encroach upon or alter, disturb or damage any surface or subsurface utility line, pipe, wire or easement, or which will or may tend to disturb the minimum or maximum subsurface depth requirement of any utility line, pipe, wire or easement. Any such interference, encroachment, alteration, disturbance or damage due to the negligence of an Owner or their agents, contractors, or representatives will be the responsibility of such Owner, and the owner of the line, pipe, wire, or easement may effect all necessary repairs and charge the cost of same to such Owner.

8.2.7 Moving Existing Buildings onto a Lot is Prohibited. No existing, erected house or Detached Structure may be moved onto any Lot from another location.

8.2.8 Construction Period. Upon commencement of excavation for the construction of a residence, the work must thereafter be continuous, unless a delay is approved by the Architectural Committee in writing. If a delay of more than ninety (90) days occurs without the Architectural Committee's consent, which would not be unreasonably withheld, the Declarant (unless the Declarant is no longer an Owner, and then the Association) may, but shall not be obligated to, complete such construction, at the Owner's sole cost and expense.

8.2.9 Variances. As to any Lot, the limitations and restrictions of Section 8.2.1 through 8.2.9 inclusive, may be waived or modified by the Architectural Committee, to the extent permitted by law, upon written application made in advance by the Owner seeking a variance, as to which the judgment of the Architectural Committee shall be conclusive.

8.2.10 Utilities. The Owner of each Lot shall provide the required facilities to receive electric service and telephone service leading from the sources of supply to any improvements erected on such Lot by means of underground service conductors installed, owned and maintained by the Owner in accordance with plans and specifications furnished by the suppliers of such services. No Owner shall demand or require the furnishings of such services through or from overhead wiring facilities so long as underground distribution systems are available.

ARTICLE IX
General Restrictions

Section 9.1 Animals. No animals, fish, reptiles, or fowl, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any Lot, and then only if kept solely as household pets and not kept, bred or raised for commercial purposes. No pet or pets shall be

allowed to make an unreasonable amount of noise or otherwise to become a nuisance. Upon the request of any Owner, the Board shall determine, in its sole discretion, whether for the purposes of this Section 9.1 a particular animal, fish, reptile or fowl shall be considered to be a house or yard pet, a nuisance, or whether the number of pets on any Lot is unreasonable, provided, however, that horses, mules, donkeys, cattle, pigs, goats and sheep shall not be considered as house or yard pets hereunder.

Section 9.2 Storage of Building Materials. No building material of any kind or character shall be placed or stored upon the property line of the Lot upon which the improvements are to be erected and shall not be placed in the streets or between the curb and the property line.

Section 9.3 Vacant Lots. No trash, ashes or other refuse may be thrown or dumped on any vacant Lot. Each Owner of a vacant Lot is required to keep such Lot in presentable condition or the Association may, at its discretion, mow such Lot, trim trees, remove trash or refuse and, if necessary, levy an assessment upon such Lot for the cost involved, which shall constitute a lien upon such Lot to the same extent as is provided elsewhere herein with respect to other assessments.

Section 9.4 Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood. No activity shall be conducted on any part of the Properties which is or might be unsafe or hazardous to any Person. No part of the Common Areas or streets may be used as a dumping ground for garbage, trash, refuse, or other waste. Refuse piles or other unsightly objects and materials shall not be placed or remain upon the Common Area, Lot or any Dwelling Unit exterior. The Association shall have the right to enter upon any Lot and dwelling exterior and to remove such refuse piles or other unsightly objects and materials at the expense of the Owner, and upon due notice to Owner to comply with this Section, such entry shall not be deemed as trespass.

Section 9.5 Storage Tanks. No tank for the storage of oil or other fluids may be maintained above the ground and outside an authorized structure on any of the Lots without the consent in writing of the Architectural Committee.

Section 9.6 Drilling. No drilling or puncturing of the surface for oil, gas, other hydrocarbons, water, or other minerals, shall be permitted without the prior written consent of the Architectural Committee.

Section 9.7 Boats and Trailers; Temporary Residences. No trucks, campers, recreational vehicles, motor homes, or large commercial vehicles, and no vehicle in the process of being repaired or presently inoperable shall be kept on the premises. For the purposes of this section, the prohibition on trucks shall not include 1 ton or less passenger-type pickup trucks, which are expressly permitted. Under no conditions may a trailer of any type be occupied, temporarily or permanently as a residence. No garage or outbuilding on any Lot shall be used as a residence or living quarters.

Section 9.8 Maintenance of Lawns and Plantings on Lots. Each Owner is responsible for maintenance of shrubs, trees and plantings of every kind within that Owner's enclosed patio area. All trees and plantings in any such private patio area shall not grow over a reasonable height and must be trimmed clear of gutters, soffits and roof areas. In the event of a dispute as to what a reasonable height is the Architectural Committee shall be the sole and absolute decision maker in this regard.

Section 9.9 Garbage, Trash Containers and Collections. All trash, garbage, or any items to be left for refuse collection shall be securely contained in trash bins as the City of Edmond collection service will not collect items left beside bins. Each Owner is limited to one (1) trash bin and one (1) recycle bin which must be kept out of the streets and driveways and must be put at the curb for collection and returned back to the Owner's courtyard fence as promptly as possible on the day of collection pick up service. Bins shall be stored flush against that Owner's courtyard fence as inconspicuously as possible. Trash and recycle bins shall be kept in a clean and sanitary condition to avoid nuisance of odor, rodents, and insects. Any additional bins required by any Owner must be stored inside the Owner's courtyard or garage and not in a location visible from the street.

Section 9.10 Clothes Drying Facilities. No outside clothes drying or airing facility shall be Visible from Neighboring Property.

Section 9.11 Treehouses, Platforms, and Antennas. No treehouses, platforms in trees or basketball goals shall be Visible from Neighboring Property.

No exterior radio antenna, television antenna, or other antenna, satellite dish, or audio or visual reception device of any type shall be placed, erected or maintained on any Lot, except inside a residence or otherwise concealed from view; and provided further, however, that these requirements shall not apply to those antenna which are specifically covered by regulations promulgated under the Telecommunications Act of 1996, as amended from time to time. As to antenna which are specifically covered by the Telecommunications Act of 1996, as amended, the Architectural Committee shall be empowered to adopt rules and regulations governing the types of antenna that are permissible hereunder and, to the extent permitted by the Telecommunications Act of 1996, as amended, establishing reasonable, non-discriminatory restrictions relating to appearance, safety, location and maintenance.

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

All Antennas are subject to the provisions set forth below:

1. Any Antenna an Owner places on their property must be registered with the Architectural Committee within ten (10) days of installation. Owners shall submit a registration drawing detailing how it complies with the guidelines set forth herein.
2. Installation shall be by a qualified person knowledgeable about the proper installation of Antennas.
3. All Antennas must be installed in accordance with the manufacturers' guidelines to insure safe installation, and must also be installed in compliance with all federal, state and local statutes and regulations regarding safety. In addition, a building permit shall be obtained, if required by local ordinance.
4. No Antenna can be over 39 inches in diameter or diagonal measurement, at its largest

- dimension. Any device larger than one meter (39 inches) in diameter is **strictly prohibited**.
5. All Antennas must be properly grounded and must be placed a safe distance from any power lines.
 6. All Antennas must be located in a side or rear yard location, not visible from any street(s) or any neighboring properties, provided such location does not preclude reception of an acceptable quality signal.
 7. All Antennas shall be ground mounted or shall not be installed higher than is absolutely necessary for reception of an acceptable quality signal.
 8. All Antennas must be blended with the background upon which they are placed by painting the Antenna the same color as the house or otherwise screening the Antenna from view from any street(s) or adjacent properties with appropriate landscaping or other materials of a reasonable cost.
 9. All installations shall be completed so that they do not damage the common areas of the Association or the lot of any other resident, or void any warranties of the Association or other Owners, or in any way impair the integrity of buildings on Common Areas or Lots.
 10. Owners are responsible for all costs associated with the Antenna, including but not limited to costs to:
 - Place (or replace), repair, maintain, and move or remove Antennas;
 - Repair damages to the Common Area, other Lots, and any other property damaged by Antenna installation, maintenance or use;
 - Reimburse residents or the Association for damages caused by antenna installation, maintenance, or use.
 11. Wiring or cabling shall be installed so as to be minimally visible and blend into the material to which it is attached.
 12. No Antenna shall be placed in a location where it blocks fire exits, walkways, ingress or egress from an area, fire lanes, fire hoses, fire extinguishers, safety equipment, electrical panels, or other items or areas necessary for the safe operation of the Association or individual Lots.
 13. No Antenna shall be attached to fencing shared between Lots or Common Areas.
 14. No Antenna may obstruct a driver's view of an intersection or a street.
 15. To the extent that interpretation of these provisions is necessary, such interpretation will be undertaken by the Architectural Committee in full compliance with all federal, state and local statutes and regulations, as may be supplemented or amended from time to time.
 16. If Antennas are installed on property for which the Association has maintenance responsibility, Owners retain responsibility for Antenna maintenance. Owners must not install Antennas in a manner that will increase maintenance costs for the Association or for other Owners. If such damage occurs, Owners are responsible for these costs.

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

Section 9.12 Storage of Items in Driveways. Aside from vehicles permitted within the Properties, no items (including, but not limited to, work projects, furniture, grills, etc.) shall be stored upon driveways.

Section 9.13 Outdoor Furniture. The only pieces of furniture that may be placed on the outside porch are those items that are specifically made for outdoor use.

ARTICLE X General Provisions

Section 10.1 Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, devisees, personal representatives, trustees, successors, and assigns, for a term of twenty-one (21) years from the date this Declaration is recorded, after which time these covenants shall be automatically extended for successive periods of ten (10) years. However, the covenants and restrictions of this Declaration may be changed as provided herein.

Section 10.2 Amendment of Declaration. The Covenants and Restrictions and other provisions and terms of this Declaration may be changed at any time by a vote of two-thirds (2/3) of the vote of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and which shall set forth the purpose of the meeting. A quorum for such meeting shall be sixty percent (60%) of all the votes entitled to be cast. If the required quorum is not present at the first meeting, another meeting may be called in not less than thirty (30) days from the date of the first meeting after giving the same notice provided for at the first meeting and the required quorum at such second meeting shall be one-half (1/2) of the required quorum at the preceding meeting, and subsequent meetings in like manner may be called for such purpose. At each subsequent meeting the quorum is reduced to one-half (1/2) of the required quorum at the last preceding meeting. Notice of any meeting at which this Declaration is amended may be waived by two-thirds (2/3) vote of the Members.

Section 10.3 Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when deposited in the United States mails, postage prepaid, to the last known address of the Person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 10.4 Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity by the Association or any Owner against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants, provided, that failure by the Association or 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. In any suit brought hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees.

Section 10.5 Severability. Invalidation of any of these covenants or restrictions by judgment or Court order shall in no wise affect the remaining provisions, which shall remain in full force and effect.

Section 10.6 Right to Assign. The Association by appropriate instrument may assign or convey to any Person any or all of the rights, reservations, easements and privileges herein reserved by it, and upon such assignment or conveyance being made, its assignees or grantees may at their option exercise, transfer or assign such rights, reservations, easements and privileges or any one or more of them, at any time or times in the same way and manner as though directly reserved by them or it in this instrument.

Section 10.7 Approval of Mortgagees Required for Certain Acts. Unless at least seventy-five percent (75%) of the first mortgagees (based upon one vote for such mortgage) of individual Lots have given their prior written approval, the Association shall not be entitled to:

10.7.1 By act or omission seek to abandon, subdivide, encumber, sell or transfer the Common Area or improvements thereon. The granting of easements for public utilities or for other public purposes consistent with the intended use of such Common Area by the Association shall not be deemed a transfer within the meaning of this section.

10.7.2 Change the methods of determining the obligations, assessments, dues or other charges which may be levied against an Owner.

10.7.3 By act or omission change, waive, or abandon any scheme of regulations or enforcement thereof, pertaining to the architectural design or exterior appearance of Lots, the exterior maintenance of Lots, the maintenance of party walls or common fences and driveways, or the upkeep of lawns and painting in The Properties.

10.7.4 Fail to maintain fire and extended coverage on insurable Common Areas on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost).

10.7.5 Use hazard insurance proceeds for losses to any Common Areas for other than the repair, replacement or reconstruction of such improvements.

Section 10.8 Mortgagees to Advise Association of Current Address. Each mortgagee of a Lot shall file with the Association such mortgagee's current address, which notice shall also include a description of the Lot or Lots in which that mortgagee has an interest. All notices, requests for approval, or requests to vote may be sent to such address. If no such address is filed with the Association, or if mail is, for any reason, undeliverable at such address, then any notice required to be given hereunder to such mortgagee shall be deemed given and any approval required to be given by that mortgagee for any act shall be deemed to be given.

Section 10.9 Mortgagee Notification of Default. The first mortgagee at their request is entitled to written notification of any default by the mortgagor of any Lot in the performance of such mortgagor's obligations under this Declaration, the Articles, the By-Laws, or the Rules which is not cured within thirty (30) days.

[SIGNATURE PAGES FOLLOWING]

**BY LAWS
OF
SEQUOYAH PLACE HOMEOWNERS ASSOCIATION INC.**

ARTICLE I. NAME AND LOCATION

The name of the Corporation is Sequoyah Place Homeowners' Association, Inc., hereinafter referred to as the "Association". The principal mailing address of the Association is 1221-A Sequoyah Street, Edmond, OK 73003. Meetings of the Members and directors may be held at such places within the State of Oklahoma, County of Oklahoma, as may be designated by the Board of Directors.

ARTICLE II. DEFINITIONS

The words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in the Declaration for Sequoyah Place as it may be amended, unless the context indicates otherwise.

ARTICLE III. MEETING OF MEMBERS, RIGHTS AND PRIVILEGES

Section 1: Annual Meetings: The annual meeting of the Members shall be held on the third Monday of October, at the hour of seven o'clock P.M., at the place designated in the notice to all Members. Each subsequent regular annual meeting of Members shall be held at the same hour on the same day in the same month of each year thereafter, unless the Members vote a different time. If the day of the annual meeting of Members is a legal holiday, the meeting will be held at the same hour on the first day following, which is not a legal holiday.

Section 2: Special Meetings: Special meetings of the Members may be called at any time by the President or the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all the votes of the membership, (eighteen (18) Members).

Section 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 postage prepaid mailing or by hand delivery to resident Owners, a copy of such notice, at least Ten (10) days before such meeting to each Member entitled to vote at that meeting. The copy must be addressed to the Members' last address 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 hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4: Quorum: The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of the membership shall constitute a quorum for any action except an 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 the power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum as aforesaid, shall be present or represented. (1/10 = 7 Members)

Section 5: Proxies: At all regular or special meetings of Members, each Member may vote in person or by proxy. All proxies will be in writing filed with the Secretary at or before the meeting. The duration of a proxy shall not exceed eleven (11) months and may be terminated at any time by a letter of revocation filed with the secretary. All proxies shall automatically cease upon conveyance by a Member of their Lot.

Section 6: Rights & Privileges: The Members shall have the property voting and other rights and privileges as provided for herein and as provided for in the Declaration.

ARTICLE IV. BOARD OF DIRECTORS SELECTION, TERM OF OFFICE

Section 1: Number: The affairs of the Association shall be managed by a Board of no less than three (3) directors who are Members, and no more than a total of five (5) Directors who are Members. The majority of the Board must always be Members or their assigns. Directors shall be elected at each annual meeting of the Members.

Section 2: Term of Office: All directors shall be elected for a term of one (1) year. The new Board of directors shall take office immediately following the adjournment of the annual meeting of Members.

Section 3: Removal: Any director may be removed from the Board, with or without cause, by majority vote of the Members of the Association. In the event of death, resignation, or removal of a director, their successor shall be selected by the remaining members of the Board, even if such remaining members do not constitute a quorum, and shall serve until the next annual meeting of the Association.

Section 4: Compensation: No director shall receive compensation for any service they may render to the Association. However any director may be reimbursed for their actual expenses incurred in the performance of their duties; i.e. mileage, copies, etc.

Section 5: 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 V. NOMINATION OF DIRECTORS & ELECTION OF DIRECTORS

Section 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 by Members entitled to vote. The nominating committee shall consist of a chairman, who shall be a member of the Board of directors, and two (2) or more Members of the Association. The nominating committee shall be appointed by the Board of directors prior to each annual meeting of the Members to serve from the close of such meeting to the close of the next annual meeting and such appointment shall be announced at each annual meeting. The nominating committee shall make as many nominations for election to the Board of directors as it shall at its discretion, determine. However, there can be no less than the number of vacancies that are to be filled. Such nominations are to be made from among Members entitled to vote.

Section 2: Election: Election to the Board of directors shall be by secret written ballot, unless a majority of the Members voting at any election vote to dispense with secret written ballots.

ARTICLE VI. MEETINGS OF DIRECTORS

Section 1: Regular Meetings: Regular meetings of the Board of directors shall be held monthly, or as otherwise directed by the Board, without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should a meeting fall upon some legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2: Special Meetings: Special meetings of the Board shall be held when called by the president of the Association, or by any two (2) directors, after not less than three (3) days' notice to each director.

Section 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 at a duly held meeting at which a quorum is present shall be regarded as an act of the Board.

ARTICLE VII. POWERS & DUTIES OF THE BOARD OF DIRECTORS

Section 1: Powers: The Board of directors shall have the power to:

- a.) Adopt and publish the Rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties and monetary fines for the infraction thereof to be assessed as Specific Assessments;
- b.) Suspend the voting rights and right to use of 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;
- c.) 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.
- d.) Declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board; and
- e.) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2: Duties: It shall be the duty of the Board of directors to:

- a.) Cause there 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 Members who are entitled to vote; (eighteen (18) Members)

- b.) Supervise all officers, agents and employees of this Association and to see that their duties are properly performed;
- c.) As more fully provided 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 to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - 3.) Foreclose the lien against any Lot for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;
- d.) Issue, or to 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.
- e.) Procure and maintain adequate liability and hazard insurance on property owned by the Association, as further defined in the Declaration.
- f.) Cause all officers or employees having fiscal responsibilities to be bonded and insured, as it may deem appropriate;
- g.) Cause the Common Area to be maintained.

Section 3: Limits: The Board of directors shall not have the power to enter a contract in which the duration of the contract exceeds one (1) year from the date of the contract. Further, all such contracts shall contain an unrestricted day break clause, which may be exercised at the option of the Board.

ARTICLE VIII. OFFICERS & THEIR DUTIES

Section 1: Enumeration of Offices: The officers of the Association shall be a president, and vice-president, who shall at all times be members of the Board of directors, a secretary, an assistant secretary and a treasurer, and other such officers as the Board may from time to time by resolution create.

Section 2: Election of Officers: The new Board of directors shall meet within forty-eight (48) hours of the close of the annual meeting for the purpose of electing its officers. The outgoing president shall continue in office until the incoming President is elected and qualified.

Section 3: Term: The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless they shall sooner resign or shall be removed or otherwise disqualified to serve.

Section 4: Special Appointments: The Board may elect such other officers as the affairs of the Association may require each of whom shall hold office for such period, have such authority, and perform such duties as the Board may determine.

Section 5: Resignation & Removal: Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time, specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6: Vacancies: A vacancy in any office may be filled by appointment of the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 7: Multiple Offices: The office of secretary and treasurer may be held by the same person, and the offices of vice-president and assistant secretary may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this article.

Section 8: Duties: The duties of the officers are as follows:

- a.) President: The president shall preside at all meetings of the Board of directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all promissory notes to come before the Board, but may individually sign any checks for payment of debts incurred by the Association.
- b.) Vice-President: The vice-president shall act in the place and stead of the president in the event of the president's absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.
- c.) Secretary: The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; shall keep the corporate seal of the Association and affix it on all papers requiring that seal; shall 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 shall perform such other duties as required by the Board.
- d.) Assistant Secretary: The assistant secretary shall assist the secretary in the performance of their duties in such a manner and at such time as requested by the secretary and shall perform the duties of the secretary in the event of the secretary's absence.
- e.) 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 of accounts; shall prepare an annual budget and a certified statement of income and expenditures to be presented to the membership at its regular annual meeting, and cause an annual audit of the Association books by public accountant and the preparation of required tax returns within one hundred-twenty (120) days after the close of the calendar year. If the Board has elected to employ a manager, as provided in Article VII, Section 1. Paragraph E., to perform such duties,

then the treasurer shall be responsible for assurance that the aforesaid functions are carried out.

ARTICLE IX. COMMITTEES

The Board of directors shall appoint such committees as deemed appropriate in carrying out the purpose of the association.

ARTICLE X. 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 request of the president. Copies may be purchased at a reasonable cost.

ARTICLE XI. ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay the Association assessments.

ARTICLE XII. CORPORATE SEAL

The Association may have a seal in circular form having within its circumference the words: "Sequoyah Place Homeowners' Association, Inc."

ARTICLE XIII. AMENDMENTS

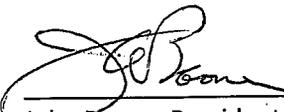
Section 1: The By-Laws may be amended in writing by the Association at a duly constituted meeting called for such purpose or any regular meeting so long as notice of such meeting regular or special was delivered thirty (30) days prior to the meeting and such notice set forth a complete text of the proposed amendment. No amendment shall be effective until approved by fifty-one (51 %) percent of the vote of all Members.

Section 2: In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV. MISCELLANEOUS

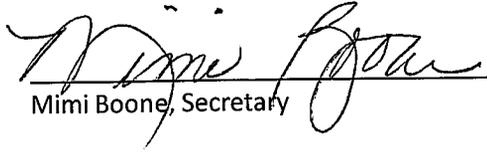
The fiscal year of the Association shall begin the first (1st) day of January and shall end on the thirty-first (31st) day of December annually.

IN WITNESS WHEREOF, we being all of the Directors of Sequoyah Place Homeowners Association, Inc., have hereunto set our hands this 21 day of July, 2015.



John Boone, President

Attest:


Mimi Boone, Secretary

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Filing Fee: \$127.00

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