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 State of Oklahoma
 County of Oklahoma
 Oklahoma County Clerk
 David B. Hooten

**AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
 OF SILVERHAWK TO THE CITY OF OKLAHOMA CITY, OKLAHOMA
 COUNTY, OKLAHOMA, A SUBDIVISION OF A PART OF THE NE/4 OF
 SECTION 31, TOWNSHIP 14 NORTH, RANGE 3 WEST OF THE I.M.,
 OKLAHOMA COUNTY, OKLAHOMA**

THIS DECLARATION, is made on the date hereinafter set forth by a sufficient percentage of Owners of Lots within Silverhawk (the Undersigned).

WITNESSETH:

WHEREAS, the Undersigned are the owners of certain real property in Oklahoma County, State of Oklahoma, which is more particularly described within Exhibit A.

The Undersigned desire and intend to amend the Declarations filed on November 2, 2006, at Book 10295, Page 1487, and on May 29, 2007, at Book 10492, Page 1391, within the Oklahoma County Clerk's office

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

**ARTICLE I
 DEFINITIONS**

Section 1. "Architectural Review Committee" shall mean the committee of three persons appointed by the Board of Directors to exercise architectural and design control in Silverhawk.

Section 2. "Architectural Rules" shall mean the rules adopted by the Architectural Review Committee.

Section 3. "Articles" shall mean the Articles of Incorporation of the Association, filed in the Office of the Secretary of State of Oklahoma, as those Articles may be amended from time to time.

Section 4. "Assessments" shall include Regular Assessments, Special Assessments and Specific Assessments, as defined herein.

Section 5. "Association" shall mean Silverhawk Homeowners Association, Inc., an Oklahoma non-profit corporation, its successors and assigns.

Section 6. "Board" or "Board of Directors" shall mean the body responsible for administration of the Association, selected as provided in the Bylaws. Unless otherwise specifically noted, any reference to the Board in this Declaration means the Silverhawk Homeowners Association, Inc. Board.

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**WINTON LAW
 3233 E MEMORIAL RD
 STE 103
 EDMOND OK 73013**

Section 7. "Bylaws" shall mean the Bylaws of the Association, set out hereto as Exhibit B, as such Bylaws may be amended from time to time.

Section 8. "Common Area" shall mean all real and personal property, including easements, which the Association owns, leases or otherwise holds possessory or use rights in for the common use and enjoyment of the Owners. Common Area shall also include the fence located along N Pennsylvania Avenue, for which the Association shall bear maintenance and repair responsibility.

Section 9. "Common Expenses" shall mean the actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Owners, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents. Common Expenses shall not be limited to those expenses relative to the care of Common Area.

Section 10. "Declarant"/"Developer" shall mean Silverhawk, LLC, an Oklahoma limited liability company, its successors and assigns.

Section 11. "Declaration" shall mean this Amended Declaration of Covenants, Conditions, and Restrictions of Silverhawk.

Section 12. "Governing Documents" shall be a collective term referring to this Declaration, the Bylaws of the Association, the Articles of Incorporation of the Association, the Rules and any Architectural Rules, as they may be amended.

Section 13. "Improvements" shall mean and include, but not be limited to, the following: all exterior improvements, structures, and any appurtenances thereto or components thereof of every type and kind, and all landscaping features, including but not limited to buildings, outbuildings, clubhouses, swimming pools, tennis courts, patios, patio covers, awnings, solar panels, painting or other finish materials on any visible surface, additions, walkways, streets, sprinkler systems, garages, carports, driveways, fences, screening walls, retaining walls, stairs, decks, park benches, gazebos, landscaping, hedges, gardens, windbreaks, plantings, trees, shrubs, flowers, vegetables, sod, gravel, bark, exterior lighting, poles, cooking equipment, sporting fixtures such as basketball goals, temporary sporting features such as temporary basketball goals, signs, exterior tanks, exterior air conditioning units, cooling, heating, and water softening equipment.

Section 14. "Lot" shall mean any one of the numbered parcels of real property designated on the recorded Plats. The ownership of each Lot shall include with it and have appurtenant the ownership of an easement for the use and enjoyment of the Common Area.

Section 15. "Member" shall mean a Person subject to membership in the Association pursuant to Article IV, Section 1.

Section 16. "Owner" shall mean one or more Persons who hold the record title to any Lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Lot is sold under a recorded contract of sale, and the contract specifically so provides, the purchaser (rather than the fee owner) will be considered the Owner.

Section 17. "Person" shall mean a natural person, a corporation, a partnership, a trustee, a limited liability company, or any other legal entity.

Section 18. "Plat" shall mean the documents recorded with the Oklahoma County Clerk at Book 64, Page 5 (Silverhawk Phase I) and at Book 70, Page 78 (Silverhawk Phase II).

Section 19. "Regular Assessment" shall mean Assessments levied on all Lots subject to assessment under Article V to fund Common Expenses for the general benefit of all Lots, as determined in accordance with Article V.

Section 20. "Rules" or "Silverhawk Rules" shall mean the rules adopted by the Board as they may be amended from time to time.

Section 21. "Silverhawk" shall mean the real property described in Exhibit A.

Section 22. "Special Assessments" shall mean Assessments levied in accordance with Article V, Section 5.

Section 23. "Specific Assessments" shall mean Assessments levied in accordance with Article V, Section 10.

Section 24. "The Villas" or "The Villas at Silverhawk" shall mean and refer to Lots 2-21, Block 13 and Lots 8-17, Block 14, all in Silverhawk Phase I. For purposes of the maintenance and assessments associated with Villas Lots, Lots 22 and 23 are hereby expressly excluded due to their location outside of The Villas.

Section 25. "The Villages" or "Silverhawk Village" shall mean and refer to Lots 6-50, Block 1 and Lots 1-16, Block 2, all in Silverhawk Phase I.

ARTICLE II LAND USE RESTRICTIONS

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

Section 2. Nuisance. 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.

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

Section 4. Size and Height. No building site shall have less than 6,000 square feet. All residences shall be limited to two (2) stories and shall have a minimum of 800 square feet on the first floor. Residences within the Villages and the Villas shall have no less than 1,400 square feet. All other residences shall have no less than 1,600 square feet.

Section 5. Materials.

- (a) Except where the Architectural Review Committee grants the right to deviate from the following requirements, the principle exterior of any residence shall be at least seventy (70%) percent brick or stone, and thirty (30%) percent may be of frame or other materials which will blend together with the brick or stone to be used, but in no event shall a continuing wall consisting of fifty (50%) percent of the exterior of the residence be built of any material other than brick or stone. The principal exterior of any two (2) story residence shall be at least fifty (50%) percent brick or stone and fifty (50%) percent may be of frame or other materials which will blend together with the brick or stone to be used. This restriction is intended to encourage the use of masonry construction on the principal exterior of residences, but may be modified to allow the use of other materials to blend with the environment to eliminate repetition of design. Any deviation from the above must be approved, in advance, and in writing, by the Architectural Review Committee.
- (b) Roofs are to be of wood shingles, wood shakes, clay, tile or asphalt composition roofing which is the color of weathered wood. Residence roofs shall have a minimum pitch of 8/12, unless in the Villages or Villas, where 7/12 is the minimum pitch.
- (c) All fences must be wood or brick or wrought iron and may not exceed six (6) feet in height. All fences must commence at a point not less than five (5) feet behind the front corner(s) of the dwelling constructed upon a Lot, and extend towards the back of the Lot. The intent of this Section 5 (c) is that no portion of the front yard shall be fenced. On any corner Lot the fence on the side of the house must be a minimum of ten (10) feet away from the curb. All fences mentioned in this Section 5 (c) shall be constructed on or inside platted property lines. Any other fencing must receive prior Architectural Review Committee approval. No fence shall be painted. A natural colored stain or clean coating is acceptable. All fences shall be maintained by each homeowner excluding the brick perimeter wall along Penn, which such brick perimeter fence shall be maintained by the Association.
- (d) Foundation construction shall be footing and stem, except in the Villages and Villas where pier on grade is acceptable.
- (e) Each Lot with a completed house shall have at least 2 trees, each measuring 2 inches in diameter measured at 12" from the ground. A minimum of 3 ten gallon bushes must be planted and maintained within each Lot. Each front & back yard must be sodded before occupancy.

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

Section 7. Fencing. All fencing of the following types (other than those referred in Section 5 (c) above) shall be approved in writing by the Architectural Review Committee prior to installation:

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

Section 8. Construction Period. Upon commencement of the excavation for construction of any Lot, the work must be continuous, weather permitting, until the house, etc. is complete. No delay of construction within a period of twelve (12) months will be permitted, unless further extension for the completion of the house, etc. is given in writing. If no such consent is given, the Association or its designee may, but shall not be obligated to, complete such construction. No temporary out building, temporary home or other temporary structures shall be placed or erected upon any Lot unless approved in writing by the Architectural Review Committee. (EXCEPT FOR CITY REQUIRED TOILETS).

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

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

Section 11. Parking, Storage and Easements.

- (a) No parking and/or storage of trailers, boats and/or other vehicles which are not normally used as everyday transportation will be allowed on streets or Lots except where adequate screening has been previously provided, and for which the Architectural Review Committee has given its written approval thereto.
- (b) No commercial vehicles, including trucks, delivery vans, box vans and vehicles with more than two axles or four wheels (excepting private passenger type vehicles tagged as commercial, i.e. a Suburban or other sport utility vehicle, and personal pickup trucks), construction equipment, or like equipment or mobile or stationary trailers of any kind shall be permitted on or near any Lot unless kept in a garage completely enclosed. Notwithstanding the foregoing, commercial vehicles, delivery vans, recreational vehicles, trailers and the like may be parked temporarily on or near a Lot for the purpose of loading and unloading, but in no circumstances shall any of these vehicles be permitted to remain parked on or near a Lot overnight. Vehicles used during the home construction phase of a Lot are exempt from this restriction.

- (c) Playground equipment may be kept on a Lot provided it is in an area totally concealed from the street or streets. Equipment that can be viewed from the street is permitted provided it receives prior written approval from the Architectural Review Committee.
- (d) No temporary or permanent parking of automobiles or other vehicles is permitted in the yard of any Lot. Nor may any inoperable automobile or other inoperable vehicle be repaired, parked, or stored on any Lot, driveway or street for more than five consecutive calendar days, unless done in an area totally concealed from any street or streets.
- (e) No detached building other than a garage may exceed eight (8) feet in height without prior written approval of the Architectural Review Committee.
- (f) After the completion of the principal residence, no building material of any kind or character or construction tools or equipment may be stored on any Lot unless totally concealed from any street.
- (g) No trash, ashes, vegetation, or other refuse may be thrown or dumped on any Lot. Each Owner is required to keep their Lot in presentable condition or the Association, after issuance of proper notice, may mow that Lot, trim trees, remove trash refuse and levy a lien on that Lot for the cost involved.
- (h) All clotheslines, garbage cans, woodpiles, storage piles, trailers, boats and other water vehicles of all types, inoperative vehicles, and equipment, except air conditioning units shall be walled in. No window air conditioning unit may be visible from any street or Lot.
- (i) The Developer reserves the right to locate, construct, erect and maintain, or cause to be located, constructed, erected and maintained, in, on, and under the areas indicated on the Plat as easements, sewer and other pipelines, conduits, poles and wires, or any other method of conduction for performing any quasi-public utility or function above or beneath the surface of the ground, with the right of access at any time to the same for the purpose of repair and maintenance.
- (j) No leaching cesspool or septic tank shall be constructed and/or used on any Lot.
- (k) No Owner of any Lot shall demand or require the furnishing of electric service through or from overhead wire facilities so long as electric service is available from an underground distribution system and the Owner of each Lot shall provide the required facilities to take and receive electric service to any improvements erected thereon by means of underground service conductors, installed, owned and maintained in accordance with plans and specifications furnished by the electric service supplier, leading from the source of supply in the utility reserve to such improvements.

Section 12. Signs, Billboards and Miscellaneous Structures.

- (a) No signs or billboards shall be permitted on Common Areas within Silverhawk, except those placed by the Association. No signs or billboards shall be permitted on Lots within Silverhawk except those advertising the sale or rental of a Lot, provided that such signs do not exceed three (3) square feet in area, or those for which written approval from the Board has been

obtained in advance. Lots with model homes may display a temporary professionally designed sign not to exceed 32 square feet for advertising and selling purposes which shall be removed once no longer deemed a model home by builder (one per builder).

- (b) No miscellaneous structures are allowed within Silverhawk without prior written approval. These miscellaneous structures include, but are not limited to, outbuildings (building structures not attached or forming a part of the principal living structure), storage tanks, tool sheds, kennels, pool houses, pergolas, greenhouses, wind powered generators and the concomitant towers, satellite receivers, radio or television towers, antennae or aerials or any other temporary structure, etc. This is not intended to prohibit outbuildings, etc., but only to control the use thereof for the protection of all Owners. There is no exception for television antennas that do not exceed six (6) feet in height, until such time as cable television is available. After construction has been completed on the residence, the herein described structures are not permitted unless totally concealed from the street or written approval is obtained from the Architectural Review Committee. (This does not include city required portable toilets).

These requirements shall not apply to those antennas 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 Review 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.

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

Section 13. General.

- (a) No tank for storage of oil or other fluid may be maintained above the ground on any Lot.
- (b) No detached structure or building for purely ornamental use is permitted without prior written consent of the Architectural Review Committee.
- (c) The keeping or housing of poultry, cattle, horses, or other livestock, of any kind or character is prohibited on any Lot.
- (d) No garage or outbuilding on any Lot shall be used as a residence or living quarters.
- (e) No house or outbuilding shall be moved to any Lot from any other locality, without prior written consent of the Architectural Review Committee. No building or other structure shall be constructed or maintained upon any Lot which would in any way impede natural drainage without prior written consent of the Architectural Review Committee. No grading, scraping, excavation or other rearranging or puncturing of the surface of any Lot shall be commenced which will or may tend to interfere with, encroach upon, or alter, disturb or damage any surface or subsurface utility line, wire or easement, or which will or may tend to disturb the

minimum or maximum subsurface depth requirement of any utility line, pipe, wire or easement.

- (f) No drilling or puncturing of the surface for oil, gas or other minerals or hydrocarbons or water or combination thereof shall be permitted without the prior written consent of the Board.
- (g) All small drainage channels, emergency overflow and other swales which are important to abutting properties but are not a part of the drainage system maintained by public authority or utility company, shall be the Owner's responsibility; and it shall be the responsibility of the Owner to (a) keep the easements, channels and swales free of any structure, planting or other material which may change the direction of flow or obstruct or retard the flow of water in the channels or swales, whether they be in easements or contained on the individual Owner's Lot, and (b) the Owner shall provide continuous maintenance of the improvements in the easements, or of the channels or swales; except for the improvements for which a public authority, utility company or Association is responsible.
- (h) No Lot shall be physically split or subdivided into two or more parcels by any means. For the purpose of the preceding sentence, "any means" includes but is not limited to deeds, mortgages or liens, mortgage or lien foreclosures, partition suits or any other means whatsoever.
- (i) All Lot Owners are required to become Members of the Association, and abide by its rules, regulations, and Bylaws.
- (j) The Architectural Review Committee shall be the sole grantors of all written approvals or consents required in these covenants, unless the Architectural Review Committee's decision is superseded by the vote of a majority of the Board.

Section 14. Right to Enforce. The restrictions herein set forth shall run with the land and bind the present Owners, their successors and assigns, and all parties claiming by, through, or under them, shall be taken to hold, agree and covenant with the Owners of those Lots, their successors and assigns, and with each of them to conform to and observe these restrictions as to the use of the Lots and construction of improvements thereon but no restriction herein set forth shall be personally binding on any corporation, person or persons, except in respect to breaches committed during their ownership of title to their Lot, and the Owner or Owners of any of the above shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth in addition to the ordinary legal action for damages; and failure of companies or Owner or Owners of any other Lot or Lots shown in the Plats to enforce any of the restrictions herein set forth at the time of its violation shall in no event be deemed a waiver of the right to do so thereafter. Such Lots shall be subject to any and all right and privileges which the City of Oklahoma City or the County of Oklahoma may have acquired through dedication or the filing or recording of maps or plats of such Lots, as authorized by law, and provided further, that no covenants, conditions, reservations, or restrictions, or acts performed shall be in conflict with any state, county or city zoning, ordinance or law.

**ARTICLE III
SILVERHAWK HOMEOWNERS ASSOCIATION
SPECIFIC PROVISIONS**

Section 1. THE ASSOCIATION. The Association is a non-profit Oklahoma corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws, and this Declaration. Neither the Articles nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

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

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

- a. PROPERTY INSURANCE. The Association may keep any Improvements in the Common Area insured against loss or damage from such hazards and with such policy limits as it may deem desirable. The Association may also insure any other property, whether real or personal, owned by the Association, against loss or damage from such hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. Premiums for all insurance carried by the Association shall be Common Expense included in the Assessments made by the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property on which the insurance was carried or otherwise utilized as determined by the Association.
- b. LIABILITY INSURANCE. The Association shall have the power to obtain comprehensive public liability insurance, in such limits as it shall deem desirable, and workmen's compensation insurance and other liability insurance as it may deem desirable. Insureds may include the Association, the Owners, the Board, the Declarant and managing agents (if any). The premiums for liability insurance are Common Expenses included in the Assessments made by the Association.
- c. OTHER INSURANCE. The Board, at its option, may elect to cause the Association to obtain one or more blanket insurance policies or umbrella insurance policies, as to one or more of the types of insurance deemed advisable by the Board with such policy limits and insureds as may be determined by the Board. If such policy or policies are obtained, the premiums shall be Common Expenses paid from the Assessments made by the Association.

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

Section 5. ENFORCEMENT OF RULES. For each violation by an Owner or Owner's invitee of the provisions of this Declaration, the Articles, the Bylaws, the Architectural Rules, or the Silverhawk Rules, the Board may, upon ten days' written notice, suspend an Owner's voting rights. In addition to the suspension provided herein, the Board may seek an injunction or other redress in a court of law. Any Owner against whom such injunction or redress is sought shall be liable for attorney's fees and costs incurred by the Board on behalf of the Association, and such amounts may be collected in the same manner as Assessments as provided herein. Any suspension or injunctive action must be approved by the Board, and all decisions of the Board shall be final. The remedies provided in this paragraph are cumulative and may be exercised simultaneously with, and in addition to, the remedies provided in this Declaration for collection of Assessments.

Section 6. PERSONAL LIABILITY. No member of the Board, or of any committee of the Association, or any officers of the Association, or the Association manager, shall be personally liable to any Owner or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of the Association, the Board, the officers, or any other representative or employee of the Association, or any other committee, or any officer of the Association, provided that such person has, upon the basis of such information as may be possessed by them, acted in good faith, without willful misconduct.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

Section 1. MEMBERSHIP. Every Owner of a Lot shall be a Member of the Association. Every Member of the Association agrees to uphold and abide by the Governing Documents.

Section 2. DIRECTORS. The Association shall have five Directors.

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

Section 4. ELECTION OF DIRECTORS. In any election of the members of the Board, one ballot shall be taken after nominations have been received. Each Lot shall have one vote. The nominees receiving the highest number of votes shall be deemed elected to the Board. Any tie votes shall be broken by lottery.

Section 5. RIGHTS OF MEMBERS. Each Member shall have such other rights, duties, and obligations as set forth in the Articles, Bylaws, Architectural Rules, and Silverhawk Rules as same may be amended from time to time.

Section 6. TRANSFERABILITY. The Association membership of an Owner shall be appurtenant to the Lot of that Owner. The rights and obligations of an Owner and membership in the Association shall not be assigned, transferred, pledged, conveyed, or alienated in any way except upon transfer of record of ownership to the Owner's Lot and then only to the transferee of ownership to such

Lot, or by intestate succession, testamentary disposition, foreclosure of a mortgage of record, or such other legal process as is now in effect or as may hereafter be established under or pursuant to the laws of the State of Oklahoma. Any attempt to make a prohibited transfer shall be void. Any transfer of record of ownership to a Lot shall operate to transfer that membership to the new Owner thereof.

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

ARTICLE V COVENANT FOR ASSESSMENTS

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

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

Section 3. SILVERHAWK. AMOUNT OF REGULAR ASSESSMENT. Regular Assessments shall be made on an annual basis, and shall be in an equal amount for each and every Lot subject to assessment, except that Lots 22 and 23, Block 13, and Lots 1 and 2, Block 3 in Silverhawk Phase I shall be assessed as one Lot. The maximum Regular Assessment for the calendar year per Lot shall be not in excess of twenty percent (20%) above the maximum Regular Assessment permissible for the previous year. The Regular Assessment per Lot may be set in excess of the maximum only if first recommended by the Board and approved by the votes of two-thirds (2/3rds) of all Lots subject to Regular Assessments. The Owners in the Villas shall pay an additional \$50 per month to cover all expenses for street and gate maintenance (the Villas Assessment). For Owners in the Villas, the maximum Villas Assessment for the calendar year per Lot shall be not in excess of twenty percent (20%) above the maximum Villas Assessment permissible for the previous year. The Villas Assessment per Lot may be set in excess of the maximum only if first recommended by the Board and approved by the votes of two-thirds (2/3rds) of all Lots subject to Villas Assessments. The necessary Regular Assessment may include provision for a surplus of funds for any street, gate, or other Common Area repairs and maintenance.

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

Section 5. SPECIAL ASSESSMENTS. Special Assessments are applicable only to all Owners of Lots, and must first be recommended by the Board and then approved by a majority of the votes of all Lots; provided, however, no Special Assessment may be voted which shall require the Owner of a Lot to pay total Special Assessments in excess of an amount equal to the maximum regular Assessment applicable to such year, unless approved by at least two-thirds (2/3rds) of the votes of all Lots. Special Assessments shall be applicable to not more than three calendar years after the date of assessment. Special Assessments shall be only for Association purposes, including, but not limited to, defraying the cost of any construction, reconstruction, repair, or replacement of items in or a part of the Common Area, and the establishment of reserves for such costs.

Section 6. VILLAS SPECIAL ASSESSMENTS. Villas Special Assessments are applicable only to all Owners of Lots in the Villas, and must first be recommended by the Board and then approved by a majority of the votes of all Lots in the Villas; provided, however, no Villas Special Assessment may be voted which shall require the Owner of a Lot to pay total Villas Special Assessments in excess of an amount equal to the maximum regular Assessment applicable to such year, unless approved by at least two-thirds (2/3rds) of the votes of all Villas Lots. Villas Special Assessments shall be applicable to not more than three calendar years after the date of assessment. Villas Special Assessments shall be only for Association purposes, including, but not limited to, defraying the cost of any construction, reconstruction, repair, or replacement of items in or a part of the Common Area, and the establishment of reserves for such costs. Specifically, in the event the Association has unused or allocated funds remaining from a Villas Special Assessment, or if the road within the Villas ceases to be a private gated road and unused or allocated Villas Assessment monies remain, those funds may be used for general Association purposes.

Section 7. DATE OF COMMENCEMENT OF ASSESSMENTS; DUE DATES. The Regular Assessment period shall be the calendar year. The Regular Assessment shall be established at least ten (10) days in advance of each Regular Assessment period. Written notice of the Regular Assessment and each Special Assessment shall be sent to every Owner subject thereto. The due date (or dates, if made payable in installments) shall be established by the Board. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid.

Section 8. EFFECT OF NON-PAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION. Each Owner of any Lot shall be deemed to covenant and agree to the enforcement of the Assessments in the manner herein specified. If any Assessment, or installment thereof, is not paid by the due date specified by the Board, the Owner or Owners of the Lot for which the delinquent Assessment or installment is unpaid shall lose the right to cast a vote of that Lot in the Association until all amounts due are paid in full. The Association may employ an attorney or attorneys for collection of any delinquent Assessment or installment thereof, whether by suit or otherwise, or to enforce compliance with or for specific performance of the terms and conditions of this Declaration, the Articles, Bylaws, Architectural Rules or Silverhawk Rules. In addition to any amounts due or any relief for remedy obtained by the Association against an Owner, such Owner agrees to pay the Association its reasonable attorney's fees, plus interest and costs thereby incurred. Any interest provided in this Declaration shall be charged at an annual rate of eighteen percent (18%). In the event an Assessment or installment thereof is not paid when

due, and thus becomes a delinquent obligation, or in the event an Owner fails to perform or comply with any other obligation of this Declaration, the Articles, Bylaws, Architectural Rules or Silverhawk Rules, then (in addition to any other remedies herein or by law or by equity provided) the Association may enforce each such obligation by either or both of the following procedures:

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

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

Section 9. **PRIORITY OF LIEN.** The sale or transfer of any Lot pursuant to the foreclosure of any prior lien shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof, nor shall the Owner or Owners prior to foreclosure sale or transfer be relieved of their personal liability for the Assessments unpaid prior to such sale or transfer. Any other sale or transfer of any Lot shall not affect the Assessment lien.

Section 10. SPECIFIC ASSESSMENTS. The Association shall have the power to levy Specific Assessments against a particular Lot as follows:

(1) to cover the costs, including overhead and administrative costs, of providing services to a Lot upon request of an Owner pursuant to any menu of special services which may be offered by the Association. Specific Assessments for special services may be levied in advance of the provision of the requested service; and

(2) to cover costs incurred in bringing a Lot into compliance with the Governing Documents, for monetary penalties and fines, 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; provided, the Board shall give the Lot Owner prior written notice and an opportunity for a hearing, in accordance with Section 3.22 of the Bylaws, before levying any Specific Assessment under this subsection (2).

Fine Schedule

1. Upon the first occurrence of a covenant violation, the Board may assess a fine in the amount of \$25.00.
2. Upon the occurrence of the same covenant violation in a subsequent thirty day period, the Owner may be fined in \$25.00 increments (i.e. second month's fine is \$50.00, third month's fine is \$75.00, etc.).
3. Should an Owner fail to correct a covenant violation within five months from the date of the first occurrence of the covenant violation, the Board may assess a fine in the amount of \$250.00 per month.
4. If during any point in the fining an offense is corrected but then reappears within a calendar year, it will be considered a major offense with a charge of \$250.00 to correct it.
5. Each violation is considered its own separate offense and will be addressed individually.

**ARTICLE VI
COMMON AREA IMPROVEMENTS**

Section 1. IMPROVEMENTS. Declarant shall, at its expense, for the benefit of the Owners and the Association, complete improvements which include a brick perimeter fence along Pennsylvania Avenue, an entryway fence, fence for Villages' perimeter, a subdivision entry identification sign, professional landscaping, a swimming pool and a clubhouse. These improvements shall constitute the "Common Area". Declarant makes no warranties (implied or otherwise) regarding any improvements in Silverhawk Common Area, but assigns the Association all warranties (if any) made by third parties with respect to those improvements.

Section 2. COMMON AREA MAINTENANCE. Maintenance of the Common Areas and/or private drainage easements comprising a part of the overall Silverhawk drainage plan and system shall be the responsibility of the Association. No structures storage of material, grading, fill or other obstructions, including fences, either temporary or permanent, that may cause a blockage of flow or an adverse effect on the functioning for the use of conveyance of storm water and/or drainage easements as shown on the Plat. Certain amenities such as, but not limited to, walks, benches, piers, docks, fences as currently installed, and the swimming pool and clubhouse as currently installed shall be permitted if installed and maintained to meet the requirements of this paragraph.

Section 3. ADDITIONAL IMPROVEMENTS. Though Declarant has no obligation for additional improvements, Declarant or any other party may, with the written consent of the Board, build or construct additional improvements, which shall become a part of the Common Area and be for the benefit of all Owners.

Section 4. MAINTENANCE BY ASSOCIATION. The improvements and greenbelt constituting the Common Area shall be maintained and repaired by the Association. The Association may, at any time, as to any part of any Common Area:

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

Section 5. DAMAGE OR DESTRUCTION OF THE COMMON AREA BY OWNERS. In the event any part of the Common Area is damaged or destroyed by an Owner or any of an Owner's invitees, such Owner does hereby authorize the Association to repair that damaged area, and the Association shall so repair the damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association, in the discretion of the Association. The amount necessary for such repairs shall be paid by such Owner, upon demand, to the Association, levied as a Specific Assessment, and the Association may enforce collection of same in the same manner as provided elsewhere in this Declaration for collection and enforcement of Assessments.

Section 6. USE BY MOTOR VEHICLES. No motor vehicle of any description, other than vehicles used in maintenance of the Common Area, shall be allowed on the unpaved portions of the Common Area, except in parking areas (if any) designated in the Silverhawk Rules, or when specifically authorized by the Board. The Board's right to control the use of any hard-surfaced portion of the Common Area shall include, but not be limited to, establishing speed limits and parking rules.

Section 7. REGULATION. The Association shall have the exclusive right to make, promulgate, supplement, amend, change, or revoke the Silverhawk Rules pertaining to the use and

operation of the Common Area and all other property within SILVERHAWK. All Owners shall abide by the Silverhawk Rules and shall be responsible for all acts of the Owner's invitees.

Section 8. UNIFORM MAINTENANCE. The Association and each Owner of a Lot hereby covenant each with the other that any maintenance provided by the Association for the Common Area, and the Improvements located thereon, shall be in a substantially uniform manner and to uniform standards consistent with the intent of this Declaration. Such maintenance shall be performed by the Association.

Section 9. IMPROVEMENTS. No Improvement shall be placed or constructed upon or added to the Common Area except with the prior written approval of the Association and the Board, except as otherwise specifically provided herein.

ARTICLE VII GENERAL PROVISIONS

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

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

Section 3. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the Lots and each Owner hereof and inure to the benefit of each Owner and the Association from and after the date this Declaration is recorded. A majority of Members present in person or by proxy at a meeting duly called may amend this Declaration at any time. Any such amendment to the Declaration must be recorded.

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

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

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

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

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

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

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

Section 8. RIGHT OF DECLARANT TO ASSIGN. The Declarant, or Association as the case may be, by an appropriate instrument or instruments, may assign or convey to any person, persons or entity any or all of the rights, reservations, easements, and privileges or anyone or more of them at any time or times.

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

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

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

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

IN WITNESS WHEREOF, the undersigned Owners have approved, adopted, and executed the foregoing Declaration.

[SIGNATURE PAGES FOLLOWING]

EXHIBIT A

LEGAL DESCRIPTION

ALL OF SILVERHAWK PHASE I, AN ADDITION TO THE CITY OF OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERETO;

AND

ALL OF SILVERHAWK PHASE II, AN ADDITION TO THE CITY OF OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERETO.

EXHIBIT B
BYLAWS OF
SILVERHAWK HOMEOWNERS ASSOCIATION, INC.

-Outline of Organization-

ARTICLE

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- 1.1 Name
- 1.2 Principal Office
- 1.3 Definitions

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- 2.1 Membership
- 2.2 Place of Meetings
- 2.3 Annual Meetings
- 2.4 Special Meetings
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**BYLAWS OF
SILVERHAWK HOMEOWNERS ASSOCIATION, INC.**

Article 1 Name, Principal Office, and Definitions

1.1 Name. The name of the corporation is Silverhawk Homeowners Association, Inc. (the "Association").

1.2 Principal Office. The principal office of the Association shall be located at the club house or within Silverhawk. The Association may have such other offices, either within or outside the State of Oklahoma, as the Board of Directors may determine or as the affairs of the Association may require.

1.3 Definitions. The words used in these Bylaws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in that certain recorded Declaration of Covenants, Conditions, and Restrictions for Silverhawk as it may be amended (the "Declaration"), unless the context indicates otherwise.

Article 2 Association Membership, Meetings, Quorum, Voting, Proxies

2.1 Membership. The Association shall have one class of membership, as more fully set forth in the Declaration and incorporated herein by this reference.

2.2 Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as the Board may designate.

2.3 Annual Meetings. Meetings shall be of Members and, if required by law, shall be open to all Members. Regular annual meetings shall be set by the Board to occur during the first quarter of the calendar year on a date and at a time set by the Board.

2.4 Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting if so directed by resolution of the Board, upon a petition signed by Members representing at least 25% of the total votes of the Association.

2.5 Notice of Meetings. Written, printed, or electronic notice stating the place, day, and hour of any meeting of Members shall be posted at each entrance to Silverhawk or delivered, either personally, by mail or by electronic format, to each Member entitled to vote at such meeting, and, if required by law, to all Members not less than 10 nor more than 60 days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

In the case of a special meeting or when otherwise required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered three days after deposit in the United States mail addressed to the Member at such Member's address as it appears on the records of the Association, with postage prepaid. If posted, the notice of a meeting shall be deemed delivered three days after such notice is posted at each entrance to Silverhawk. "Electronic format" shall include email, facsimile, or posting to the Association's website. If notice is given by electronic format, the notice shall be given at the Member's fax number or electronic mailing address as shown on the records of the

Association or shall be posted to the Association's website and shall be deemed to be delivered three days after being faxed, sent to the Member or posted to the Association's website.

2.6 Waiver of Notice. Waiver of notice of a meeting of Members shall be deemed the equivalent of proper notice. Any Member may waive, in writing, notice of any meeting of Members, either before or after such meeting. Attendance at a meeting by a Member shall be deemed a waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall be deemed a waiver of notice of all business transacted at such meeting, unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

2.7 Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of Members who are present at such meeting may adjourn the meeting to a time not less than five nor more than 30 days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken is approved by at least a majority of the votes required to constitute a quorum.

2.8 Voting. The voting rights of the Members shall be as set forth in the Declaration and in these Bylaws, and such voting rights provisions in the Declaration are specifically incorporated herein by this reference.

2.9 Proxies. On any matter as to which a Member is entitled personally to cast the vote for a Lot, such vote may be cast in person, by written ballot, or by proxy, subject to the limitations of Oklahoma law relating to use of general proxies and subject to any specific provision to the contrary in the Declaration or these Bylaws.

Every proxy shall be in writing specifying the Lot for which it is given, signed by the Member or such Member's duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to the meeting for which it is to be effective. If such proxies have not been properly completed or returned in a timely fashion to the Secretary and a Member or such Member's duly authorized attorney-in-fact does not personally appear at a meeting, the proxy of the Member shall be deemed to have been given to the chair of the meeting for quorum purposes. Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast. In the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid; however, such conflicting proxies shall be counted for purposes of determining the presence of a quorum.

Every proxy shall be revocable and shall automatically cease upon: (a) conveyance of any Lot for which it was given; (b) receipt by the Secretary of written notice of revocation of the proxy or of the death or judicially declared incompetence of a Member who is a natural person; or (c) on the date specified in the proxy.

2.10 Majority. As used in these Bylaws, the term "majority" shall mean those votes, Owners, or other group as the context may indicate, totaling more than 50% of the total eligible number thereof.

2.11 Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence of Members representing a majority of the total votes in the Association shall constitute a quorum at all meetings of the Association. Any Member or their duly authorized attorney-in-fact not personally present at a meeting and who has not properly completed or returned their proxy in a timely fashion to the Secretary shall be deemed to have given to the chair of the meeting the proxy of such Member for quorum purposes.

2.12 Conduct of Meetings. The President shall preside over all meetings of the Association and the Secretary shall keep in electronic format the minutes of the meetings and record all resolutions adopted and all other transactions occurring at such meetings.

2.13 Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of Members may be taken without a meeting, without prior notice and without a vote if written consent specifically authorizing the proposed action is signed by Members holding at least the minimum number of votes necessary to authorize such action at a meeting if all Members entitled to vote thereon were present. Such consents shall be signed within 60 days after receipt of the earliest dated consent, dated and delivered to the Association. Such consents shall be filed with the minutes of the Association and shall have the same force and effect as a vote of Members at a meeting. Within 10 days after receiving authorization for any action by written consent, the Secretary shall give notice to all Members entitled to vote who did not give their consent, fairly summarizing the material features of the authorized action.

Article 3 Board of Directors: Number, Powers, Meetings

A. COMPOSITION AND SELECTION.

3.1 Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one vote. The directors shall be Members or residents; provided, however, no Owner and resident representing the same Lot may serve on the Board at the same time. A "resident" shall be any natural person 18 years of age or older whose principal residence is a Lot within Silverhawk. In the case of a Member which is not a natural person, any officer, director, partner or trust officer of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member; provided, no Member may have more than one such representative on the Board at a time, except in the case of directors appointed by the Class "B" Member.

3.2 Number of Directors. The Board shall consist of five directors, as provided in Article 3.3 below. The initial Board shall consist of those directors as identified in the Articles of Incorporation.

3.3 Nomination and Election Procedures.

(1) **Nominations and Declarations of Candidacy.** Prior to each election of directors, the Board shall prescribe the opening date and the closing date of a reasonable filing period in which each and every eligible person who has a bona-fide interest in serving as a director may file as a candidate for any position to be filled by votes of the Members. The Board shall also establish such other rules and regulations as it

deems appropriate to conduct the nomination of directors in a fair, efficient, and cost-effective manner.

Nominations for election to the Board may also be made by a Nominating Committee. The Nominating Committee, if any, shall consist of a Chairman, who shall be a member of the Board, and three or more Members or representatives of Members. The members of the Nominating Committee shall be appointed by the Board not less than 30 days prior to each annual meeting to serve a term of one year and until their successors are appointed, and such appointment shall be announced in the notice of each election.

The Nominating Committee may make as many nominations for election to the Board as it shall, in its discretion, determine. The Nominating Committee shall nominate separate slates for the directors, if any, to be elected at large by all votes. In making its nominations, the Nominating Committee shall use reasonable efforts to nominate candidates representing the diversity which exists within the pool of potential candidates.

Each candidate shall be given a reasonable, uniform opportunity to communicate qualifications to the Members and to solicit votes.

(2) Election Procedures. Each Member may cast all votes assigned to the Lots which such Member represents for each position to be filled from the slate of candidates on which such Member is entitled to vote. There shall be no cumulative voting. That number of candidates equal to the number of positions to be filled receiving the greatest number of votes shall be elected. Directors may be elected to serve any number of consecutive terms. Voting may be by written ballot or otherwise.

3.4 Election and Term of Office. Notwithstanding any other provision of these Bylaws:

Upon the expiration of the term of office of each director elected by Members, Members entitled to elect such director shall be entitled to elect a successor to serve a term of two years. The directors elected by Members shall hold office until their respective successors have been elected.

3.5 Removal of Directors and Vacancies. Any director elected by Members may be removed, with or without cause, by the vote of Members holding a majority of the votes entitled to be cast for the election of such director. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall be elected by Members entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director.

Any director elected by Members who has three consecutive unexcused absences from Board meetings, or who is more than 30 days delinquent (or is the representative of a Member who is so delinquent) in the payment of any assessment or other charge due the Association, may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and the Board may appoint a successor to fill the vacancy for the remainder of the term.

In the event of the death, disability, or resignation of a director, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time Members entitled to fill such directorship may elect a successor for the remainder of the term.

B. MEETINGS.

3.6 Organizational Meetings. The first meeting of the Board following each annual meeting of the membership shall be held within 30 days thereafter at such time and place the Board shall fix.

3.7 Regular Meetings. Regular meetings of the Board may be held at such time and place a majority of the directors shall determine, but at least four such meetings shall be held during each fiscal year with at least one per quarter. Notice of the time and place of a regular meeting shall be communicated to directors not less than four days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

3.8 Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President or Vice President or by any two directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by: (a) personal delivery; (b) first class mail, postage prepaid; (c) telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (d) facsimile, computer, fiber optics or such other communication device. All such notices shall be given at the director's telephone number, fax number, electronic mail number, or sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least seven business days before the time set for the meeting. Notices given by personal delivery, telephone, or other device shall be delivered or transmitted at least 72 hours before the time set for the meeting.

3.9 Waiver of Notice. The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.10 Telephonic Participation in Meetings. Members of the Board or any committee designated by the Board may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this subArticle shall constitute presence in person at such meeting.

3.11 Quorum of Board. At all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board, unless otherwise specifically provided in these Bylaws or the Declaration. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors present at such meeting may adjourn the meeting to a time not less than five nor more than 30 days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.12 Compensation. Directors shall not receive any compensation from the Association for acting as such unless approved by Members representing a majority of the total votes in the Association at a regular or

special meeting of the Association. Any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors. Nothing herein shall prohibit the Association from compensating a director, or any entity with which a director is affiliated, for services or supplies furnished to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director's interest was made known to the Board prior to entering into such contract and such contract was approved by a majority of the Board, excluding the interested director.

3.13 Conduct of Meetings. The President shall preside over all meetings of the Board, and the Secretary shall keep a minute book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings.

3.14 Notice to Owners; Open Meetings. Except in an emergency, notice of the time and place of Board meetings shall be posted at least 48 hours in advance of the meeting to the Association's website or at a conspicuous place within Silverhawk which the Board establishes for the posting of notices relating to the Association. Notice of any meeting at which assessments are to be established shall state that fact and the nature of the assessment. Subject to the provisions of Article 3.15, all meetings of the Board shall be open to all Members and, if required by law, all Owners, but attendees other than directors may not participate in any discussion or deliberation unless permission to speak is authorized by a vote of the majority of a quorum of the Board. In such case, the President may limit the time any such individual may speak. Notwithstanding the above, the President may adjourn any meeting of the Board and reconvene in executive session, and may exclude persons other than directors, to discuss any or all of the following:

- (a) employment or personnel matters for employees of the Association;
- (b) legal advice from an attorney retained for the Board or the Association;
- (c) pending or contemplated litigation; or
- (d) pending or contemplated matters relating to enforcement of the Governing Documents.

3.15 Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

C. POWERS AND DUTIES.

3.16 Powers. The Board of Directors shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Declaration, these Bylaws, the Articles, and as provided by law. The Board may do or cause to be done all acts and things which the Declaration, Articles, these Bylaws, or Oklahoma law do not direct to be done and exercised exclusively by Members or the membership generally.

3.17 Duties. The duties of the Member-elected Board shall include, without limitation:

- (1) preparing and adopting, in accordance with the Declaration, an annual budget and establishing each Owner's share of the Common Expenses;
- (2) providing for the operation, care, upkeep, and maintenance of the Common Area;
- (3) designating, hiring, and dismissing the personnel necessary to carry out the rights and responsibilities of the Association and where appropriate, providing for the compensation of such

personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

(4) depositing all funds received on behalf of the Association in a bank depository which it shall approve, and using such funds to operate the Association; provided, any reserve funds may be deposited, in the Board's best business judgment, in depositories other than banks;

(5) making and amending use restrictions and rules in accordance with the Declaration;

(6) opening of bank accounts on behalf of the Association and designating the signatories required;

(7) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the Declaration and these Bylaws;

(8) enforcing the provisions of the Declaration, these Bylaws, and the rules adopted pursuant thereto and bringing any legal proceedings which may be instituted on behalf of or against the Owners concerning the Association; provided, the Association shall not be obligated to take action to enforce any covenant, restriction or rule which the Board in the exercise of its business judgment determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action;

(9) obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;

(10) paying the cost of all services rendered to the Association;

(11) keeping books with detailed accounts of the receipts and expenditures of the Association;

(12) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of Silverhawk;

(13) indemnifying a director, officer or committee member, or former director, officer, or committee member of the Association to the extent such indemnity is authorized by Oklahoma law, the Articles of Incorporation, or the Declaration;

(14) assisting in the resolution of disputes between Owners and others without litigation, as set forth in the Declaration;

3.18 Management. The Board may employ for the Association a professional manager agent or agents at such compensation as the Board may establish to perform such duties and services as the Board shall authorize. The manager may be a corporation or an individual. The Board may delegate such powers as are necessary to perform the manager's assigned duties but shall not delegate policymaking authority.

The Board may delegate to one of its members the authority to act on behalf of the Board on all matters relating to the duties of the manager, if any, which might arise between meetings of the Board.

The Association shall not be bound, either directly or indirectly, by any management contract executed by the Declarant while it owns at least one Lot in Silverhawk unless such contract contains a right of termination exercisable by the Association, with or without cause and without penalty, at any time after the Declarant no longer owns a Lot within Silverhawk, upon not more than 90 days' written notice.

3.19 Accounts and Reports. The following management standards of performance shall be followed by the Member-elected Board, unless such Board by resolution specifically determines otherwise:

(1) cash accounting, as defined by generally accepted accounting principles, shall be employed;

(2) accounting and controls should conform to generally accepted accounting principles;

(3) cash accounts of the Association shall not be commingled with any other accounts;

(4) no remuneration shall be accepted by the manager from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees,

service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Association;

(5) any financial or other interest which the manager may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board;

(6) commencing at the end of the quarter in which the first Lot is sold and closed, financial reports shall be prepared for the Association at least quarterly containing:

(i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;

(ii) a statement reflecting all cash receipts and disbursements for the preceding period;

(iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iv) a balance sheet as of the last day of the preceding period; and

(v) a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments which remain delinquent (any assessment or installment thereof shall be considered to be delinquent on the 15th day following the due date unless otherwise specified by Board resolution); and

(7) an annual report consisting of at least the following shall be made available to all Members within 120 days after the close of the fiscal year: (i) a balance sheet; (ii) an operating (income) statement; and (iii) a statement of changes in financial position for the fiscal year. Such annual report shall be prepared on an audited, reviewed, or compiled basis, as the Board determines, by an independent public accountant; provided, upon written request of any holder, guarantor, or insurer of any first mortgage on a Lot, the Association shall provide an audited financial statement, at such requestor's expense.

3.20 Borrowing. The Association shall have the power to borrow money for any legal purpose; provided, the Board shall obtain Member approval in the same manner provided in Section 5, under Covenant For Assessments, on page 10 of the Declaration for special assessments if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous 12-month period, exceeds or would exceed 10% of the budgeted gross expenses of the Association for that fiscal year.

3.21 Right To Contract. The Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, and other owners or residents associations, within and outside Silverhawk. Any common management agreement shall require the consent of an absolute majority of the Board.

3.22 Enforcement. The Association shall have the power, as provided in the Declaration, to impose sanctions for any violation of any duty imposed under Silverhawk Governing Documents. In the event that any occupant, tenant, employee, guest, or invitee of a Lot violates the Declaration, Bylaws, or a rule and a fine is imposed, the fine shall first be assessed against the occupant; Provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Association.

The Association shall not be obligated to take any enforcement action if the Board reasonably determines that the Association's position is not strong enough to justify taking such action. Such a decision shall not be construed a waiver of the right of the Association to enforce such provision at a later time under other circumstances or estop the Association from enforcing any other covenant, restriction, or rule.

The Association, by contract or other agreement, may, but shall not be obligated to, enforce applicable city and county ordinances, if applicable, and may, but shall not be obligated to, permit the county or the city to enforce ordinances within Silverhawk for the benefit of the Association and its Members.

In conducting the business of the Association, the Board, at all times, shall act within the scope of Silverhawk Governing Documents and in good faith to further the legitimate interests of the Association and its Members. In fulfilling its governance responsibilities, the Board shall limit its actions to those reasonably related to the Association's purposes; those reasonably related to or within the Association's powers, as provided by Silverhawk Governing Documents and as provided by the laws of the State of Oklahoma; and those that are reasonable in scope. The Board shall exercise its power in a fair and nondiscriminatory manner and shall adhere to the procedures established in Silverhawk Governing Documents.

(1) Notice. Prior to imposition of any sanction hereunder or under the Declaration, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation; (ii) the proposed sanction to be imposed; (iii) a period of not less than 10 days within which the alleged violator may present a written request for a hearing to the Board or the Covenants Committee, if one has been appointed pursuant to Article 5; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within 10 days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed; provided that the Board or Covenants Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the 10-day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

(2) Hearing. If a hearing is requested within the allotted 10-day period, the hearing shall be held before the Covenants Committee, or if none has been appointed, then before the Board in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the Person, who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(3) Appeal. Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board. To exercise this right, a written notice of appeal must be received by the manager, President, or Secretary of the Association within 10 days after the hearing date.

Article 4 Officers

4.1 Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. The President and Secretary shall be elected from among the members of the Board; other officers may, but need not be members of the Board. The Board may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have such authority and perform such duties as the Board prescribes. Any two or more offices may be held by the same person, except the offices of President and Secretary.

4.2 Election and Term of Office. The Board shall elect the officers of the Association at the first meeting of the Board following each annual meeting of Members, to serve until their successors are elected.

4.3 Removal and Vacancies. The Board may remove any officer whenever in the Board's judgment the best interests of the Association will be served, and may fill any vacancy in any office arising because of death, resignation, removal, or otherwise, for the unexpired portion of the term.

4.4 Powers and Duties. The officers of the Association each shall have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, manager, or both.

4.5 Resignation. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the 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.

4.6 Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two officers or by such other person or persons as may be designated by Board resolution.

4.7 Compensation. Compensation of officers shall be subject to the same limitations as compensation of directors under Article 3.12.

Article 5 Committees

5.1 General. The Board may appoint such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution.

5.2 Covenants Committee. In addition to any other committees which the Board may establish pursuant to Article 5.1, the Board may appoint a Covenants Committee consisting of at least three and no more than seven Members. Acting in accordance with the provisions of the Declaration, these Bylaws, and resolutions the Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Article 3.22 of these Bylaws.

Article 6 Miscellaneous

6.1 Fiscal Year. The fiscal year of the Association shall be a calendar year, unless the Board establishes a different fiscal year by resolution.

6.2 Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Oklahoma law, the Articles of Incorporation, the Declaration, or these Bylaws.

6.3 Conflicts. If there are conflicts among the provisions of Oklahoma law, the Articles of Incorporation, the Declaration, and these Bylaws, the provisions of Oklahoma law (unless displaceable by the Governing Documents), the Declaration, the Articles of Incorporation, and the Bylaws (in that order) shall prevail.

6.4 Books and Records.

(1) Inspection by Members and Mortgagees. The Member-elected Board shall make available for inspection and copying by any holder, insurer or guarantor of a first mortgage on a Lot, any Member, or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in a Lot: the Declaration, Bylaws, and Articles of Incorporation, including any amendments, the rules of the Association, the membership register, books of account, including financial records, and the minutes of meetings of the Members, the Board, and committees. The Member-elected Board shall provide for such inspection to take place at the office of the Association or at such other place within Silverhawk as the Board shall designate.

(2) Rules for Inspection. The Board shall establish rules with respect to: (i) notice to be given to the custodian of the records; (ii) hours and days of the week when such an inspection may be made; and (iii) payment of the cost of reproducing documents requested.

(3) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make a copy of relevant documents at the expense of the Association.

(4) Exceptions to Inspection Requirement. Notwithstanding any provision to the contrary, the Board shall not be required to make available for inspection any portion of any book or record which relates to any of the following:

- (i) personnel matters or a person's medical records;
- (ii) communication between an attorney for the Association and the Association;
- (iii) pending or contemplated litigation;
- (iv) pending or contemplated matters relating to enforcement of the Governing Documents; or
- (v) meeting minutes or other records of a session of a Board or Association meeting that is not required by law to be open to all Members.

In addition, the Board shall not be required to disclose or make available for inspection any financial or other records of the Association if disclosure would violate local, state, or federal law.

6.5 Notices. Except as otherwise provided in the Declaration or these Bylaws, all notices, demands, bills, statements, or other communications under the Declaration or these Bylaws shall be in writing and shall be deemed to have been duly given if posted at each entrance to Silverhawk, delivered personally, or if sent by United States mail, first class postage prepaid:

(1) if to a Member or Member, at the address which the Member or Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of such Member or Member;

(2) if to the Association, the Board, or the manager, at the principal office of the Association or the managing agent or at such other address as shall be designated by notice in writing to the Members pursuant to this Article; or

(3) if to any committee, at the principal address of the Association or at such other address as shall be designated by notice in writing to the Members pursuant to this Article.

6.6 Amendment.

(1) By Members Generally. Except as provided above and Oklahoma law, these Bylaws may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing 2/3 of the total votes in the Association. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(2) Validity and Effective Date of Amendments. Amendments to these Bylaws shall become effective upon recordation unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six months of its recordation, or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these Bylaws.

CERTIFICATION

I, the undersigned, do hereby certify: I am the duly elected and acting Secretary of Silverhawk Homeowners Association, Inc., an Oklahoma corporation; the foregoing Bylaws constitute the original Bylaws of the Association, as duly adopted at a meeting of the Board of Directors thereof held on January 24th, 2017.

IN WITNESS WHEREOF, I have hereunto subscribed my name as representative of the Association the same date as written above.

Amanda Lunsford
Secretary: Amanda Lunsford