

Doc # 2004014480  
Bk 9190  
Pg 7-11  
DATE 01/29/04 09:34:19  
Filing Fee \$21.00  
Documentary Tax \$0.00  
State of Oklahoma  
County of Oklahoma  
Oklahoma County Clerk  
Carynn Caudill

**CHEVAL POINTE**  
**COVENANTS, CONDITIONS AND RESTRICTIONS**

Return to: J.S.H. Limited LLC  
2304 Southbend Rd  
Edmond, OK 73034

**KNOW ALL MEN BY THESE PRESENTS:**

J.S.H. Limited, LLC, an Oklahoma Limited liability Company, hereby certifies that it is the owner of and the only person, firm or corporation having any right, title or interest in and to the following described real estate and premises situated in Oklahoma County, Oklahoma to-wit:

All of Cheval Pointe, Edmond, Oklahoma according to the recorded plat thereof.

Said Limited Liability Company further certifies that it has caused said part of said quarter section, designated aforesaid, to be surveyed into blocks, lots, streets and avenues, and has caused a plat to be made of said tract showing accurate dimensions of lots, set back lines, rights of way, widths of streets and reserves for utilities. Said Limited Liability Company hereby designated said tracts of land so platted as all of Cheval Pointe to the City of Edmond, Oklahoma County, Oklahoma, and hereby dedicates to public use all of the streets and avenues within such subdivision and reserves easements for installation and maintenance of utilities, and for drainage, within such subdivision, as shown on the recorded plat thereof. All lands so dedicated to public are free and clear of all encumbrances.

**PROTECTIVE COVENANTS**

For the purpose of providing an orderly development of the said tract, and for the further purpose of providing adequate restrictive covenants and the mutual benefit of said Limited Liability Company and it's successors in respect to the subdivision of said tracts, it hereby imposes the following restrictions, covenants and reservations, to which it shall incumbent upon successors in title to adhere.

1. All lots in said addition are hereby designated as single family residential building plots. No structure shall be erected, altered, placed or permitted to remain on any such single family residential building plot other than one detached single family dwelling not to exceed two and on-half stories in height, and private three car garage.

2. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plans showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the grade elevation, by the chairman and the majority of the members of a committee composed of Jack R. Skaggs and Haruko M. Skaggs, or by any person or persons designated by said committee. In the event of the death or resignation of any members of said committee, the remaining members shall have full authority to designate a successor or successor. In the event said committee, or it's designated representatives fails to approve or disapprove, within thirty (30) days, any plans and specifications submitted to it, or, in any event, if no suit to enjoin the construction has been commenced prior to the completion of thereof, approval will not be required and this covenant shall be deemed to have been fully observed and complied with.

0401 3024  
CAPITOL ABSTRACT AND TITLE COMPANY  
1608 N.W. EXPRESSWAY  
OKLAHOMA CITY, OKLAHOMA 73119

*JSJ*

All plans will be hand delivered or sent in by registered mail. Neither the members of such committee, nor its designated representative, shall be entitled to compensation for services performed pursuant to this covenant. At any time, the then record owners of the majority of the lots shall have the power through a duly recorded written instrument to change to membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

3. Reserves for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these utility reserves not structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the utility reserves, or which may obstruct or retard the flow of water through drainage channels in the utility reserves. The utility reserve area of each lot and all improvements permitted therein shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. All drainage channels, emergency overflows, and other swales which are important to abutting properties, but are not a part of drainage system maintained by public authority or utility company, shall be the property owner's responsibility and it shall be the responsibility of the property 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 surface water in the channels or swales whether they be in easements or contained on the individual property owner's lot, and (b) to provide continuous maintenance of the improvements in the easements or of the channels or swales, except for the improvements for which a public authority, utility company, or property owners maintenance association is responsible.

4. No television, radio, or other antenna shall be placed on any lot or improvement to a height exceeding five (5) feet above the highest point of any residence, provided, however, roof antennas shall be allowed on a temporary basis until cable TV services are available in the subdivision. In addition, no antenna of any kind, including satellite antennas or dishes shall be installed on any lot in the front yard, or side lot forward of the front fence line.

5. The ground floor area of the main structure, exclusive of covered and open porches and garage, on all lots in Cheval Pointe shall be not less than two thousand six hundred (2,600) square feet for any one story dwelling or not less than Twelve Hundred (1,200) square feet on the ground floor for a dwelling of more than one story, but the total living space per dwelling shall be not less than two thousand six hundred (2,600) square feet. All dwellings must have three (3) car garages.

6. No window type air conditioners will be allowed.

7. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. In any event, no building shall be located on any residential plot nearer than twenty-five (25) feet to the front lot line, or nearer to the rear lot line than permitted by city ordinances. No dwelling shall be located nearer than five (5) feet to a side lot line, provided that detached garages sixty (60) feet or more to the rear of the front building line may be located not closer than five (5) feet to a side lot line. In no event shall the distance between residential buildings be less than ten (10) feet. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

---

8. No business, trade or activity shall be carried on upon any residential lot. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

9. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any times as a residence either temporarily or permanently.

10. No fence shall be installed on the front portion of any lot in this subdivision between the front lot line and the front building set back line. Fences shall be of wood, brick, or masonry construction as approved.

11. No detached garage or other outbuilding shall be permitted in any easement reserved for utilities.

12. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for a commercial purpose.

13. No sign of any kind shall be displayed to the public view on any lot except on a professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period.

14. All residences shall be of new construction, and no residence, part of residence, or garage, may be moved from another area into this subdivision. Mobile homes of any kind shall not be allowed to be placed or parked, either permanently or temporarily, on any lot.

15. All houses are to face the front of the lot, except as may be approved by the building committee in writing.

16. No truck exceeding one (1) ton, trailer, camper, house, trailer, motor home, airplane, boat, boat trailer, bus or commercial vehicle of any kind or any motor vehicle other than a standard passenger car or pick up exceeding one (1) ton, shall be parked or permitted to remain on the driveway of, in the front yard, side yard in front of front fence line, or street adjacent to, any residential plot in this subdivision, except for such period of time as may be absolutely necessary in order to pick up or deliver materials or to do work or make repairs on the property. It is the intent of this requirement that the owners and occupants of residential buildings in the subdivision shall not use the property upon which they reside, or streets adjacent thereto, for the storage or habitual parking of any such prohibited above mentioned property, other than the said standard passenger cars or pick ups.

17. Except for the undersigned developer, sidewalks as required by city ordinances must be installed by the owner of the lot at the time of construction of the residence.

18. No detached garages or outbuilding shall be permitted on any lot in these subdivisions, except upon approval of the committee or its representative.

---

19. The initial roof of all dwellings built in said addition must be 30 yr composition material subject to the approval of the Architectural Committee of the specific product and subject to the approval of the Architectural Committee of the aesthetic appearance as a weathered-wood roof. All roofs must have a minimum pitch or slope of seven (7) or twelve (12). The Architectural Committee in writing must approve any other roofs so desired.

20. All lots are to be landscaped in a style in keeping and in harmony with the area and as approved by the Committee. All garbage cans or refuse areas are to be fully screened and covered from view from street and from adjoining lots.

21. The undersigned owner, or a representative designated by it, hereby reserves and is granted the right and power to record a Special Amendment to these Restrictions at any time and from time to time, which amends the same (1) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities and/or (2) to induce any of such agencies or entities to make, purchase, insure or guarantee any first mortgage on such owner's lot. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the such party to make or consent to a Special Amendment on behalf of each owner. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent of the reservation of the power of the such parties to make, execute and record such Special Amendments. No Special Amendment made by such parties shall affect or impair the lien of any first mortgage upon a lot or any warranties made by an owner to a first mortgagee in order to induce any of the above agencies or entities to make, insure or guarantee any first mortgage on each owner's lot.

22. The principal exterior of any residential structure shall be at least eighty percent (80%) masonry exclusive of eaves, fascia, gables, doors, windows, and garage doors and two story shall be at least forty percent (40%) masonry inclusive of eaves, fascia, gables, doors, windows, and garage doors and the balance of the exterior may be of frame, wood, shingles or other material which will blend together with the masonry. Any deviation from the above must be approved in advance by the Committee.

23. All fireplace exteriors are to be stone or brick veneer.

23.5 All mailboxes shall be set in a brick or masonry column constructed of the same materials as the veneer of the house and shall be positioned at a location suitable to the U.S. Postal Service and to the Architectural Review Committee.

24. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 01, 2013, at which time said Covenants shall be automatically extended for successive periods of ten years each, unless an instrument signed by the owners of the majority of the lots has been recorded, agreeing to terminate or amend these Covenants, in whole or part, has been recorded.

25. If the parties hereto, or any of their heirs, or assigns, or any person or persons



Doc # 2004014481  
Bk 9190  
Pg 12-27  
DATE 01/29/04 09:34:19  
Filing Fee \$43.00  
Documentary Tax \$0.00  
State of Oklahoma  
County of Oklahoma  
Oklahoma County Clerk  
Carolynn Caudill

**BY-LAWS  
OF  
Cheval POINTE HOMEOWNERS Association, INC.**

The name of the organization shall be Cheval Pointe Homeowners Association, Inc.

**ARTICLE I  
PURPOSE AND PARTIES**

*Retained: JSH Limited LLC  
2304 Southland Rd.  
Edmond, OK 73034*

**1.1 Governance of Planned Unit Development Regime.** The purpose for which this non-profit corporation is formed is to govern the planned unit development project known as Cheval Pointe, hereinafter referred to as "Project", situated in the County of Oklahoma, which property is described in the Declaration of Covenants, Conditions and Restrictions ("Declaration") by Cheval Pointe, and J.S.H. Limited, LLC, an Oklahoma Limited Liability Company ("Declarant"), and which property has been submitted to the regime created by the Real Estate Development Act of the State of Oklahoma by the recording of the Declaration of Covenants, Conditions and Restrictions of Cheval Pointe in Book 62 at Page 73 (Declaration). All definitions contained in said Declaration shall apply hereto and are incorporated herein by reference.

**1.2 Owners Subject to These By-Laws; Acceptance of By-Laws.** All present or future owners of lots in the Project, tenants, future tenants of any lot, or any other person who might use in any manner the facilities of the Project are subject to the provisions and any regulations set forth in these By-laws. The mere acquisition, lease or rental of any lot or the mere act of occupancy of a lot will signify that these By-laws are accepted, approved, ratified, and will be complied with in all respects.

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

**2.1 Membership.** Except as otherwise provided in the Declaration of Covenants, Conditions and Restrictions and in these By-laws, ownership of a lot in Cheval Pointe is required in order to qualify for membership in this Association. Any person on becoming an owner of a lot shall mandatorily and automatically become a member of this Association and be subject to the By-laws. Such membership shall terminate without any formal Association action whenever such person ceases to own a lot, but, such termination shall not relieve or release any such former owner from any liability or obligations incurred under or in any way connected with this Association, during the period of such ownership and membership or impair any rights or remedies which the owners have, either through the Board of Directors of the Association or directly, against such former owner and member arising out of or in any way connected with ownership and membership and the covenants and obligations incident thereto.

**2.2 Voting.** Voting shall be on a per lot basis, with each lot owner(s) entitled to one vote per lot. Only one vote may be cast per lot and no fractional or split votes are allowed.

**2.3 Majority of Unit Owners.** Means the owners of more than fifty (50%) percent of the lots.

**CAPITOL ABSTRACT AND TITLE COMPANY**  
1608 N.W. EXPRESSWAY  
OKLAHOMA CITY, OKLAHOMA 73118

*11/43*

---

2.4 Quorum. Except as otherwise provided in these By-laws, the presence in person or by proxy of fifty percent (50%) of the owners shall constitute a quorum. In the event a quorum is not present, then the meeting called shall be adjourned, and notice of a new meeting for the same purposes within two (2) to four (4) weeks shall be sent by mail, at which meeting the number of owners represented in person or by proxy shall be sufficient to constitute a quorum. An affirmative vote of a majority of the members present either in person or by proxy shall be required to transact the business of the meeting.

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

### ARTICLE III

#### ADMINISTRATION

3.1 Association Responsibilities. The Cheval Pointe Homeowners Association, Inc., a corporation, hereinafter referred to as "Association", have the responsibility of administering the Project through a Board of Directors.

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

3.2 Annual Meetings. The first meeting of the Association shall be held on the 15th (Fifteenth) day in the month of March, or when there have been at least fifty percent (50%) of the lots sold (or whichever comes first) and on the same date thereafter of each succeeding year. At such meetings there shall be elected by ballot of the members a Board of Directors in accordance with the requirements of Paragraph 4.5 of Article IV of these By-laws. The owners may also transact such other business of the Association as may properly come before them.

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

3.5 Notice of Meeting. It shall be the duty of the Secretary or Assistant Secretary of the Association to mail a notice of each meeting, stating the purpose thereof as well as the time and place it is to be held, to each owner of record which shall be entitled to send a representative to attend such meeting, at least ten (10) days, but not more than thirty (30) days prior to such meeting. The mailing of notice in the manner provided in this paragraph shall be considered notice served.

3.6 Adjourned Meetings. If any meeting owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting, from time to time, until a quorum is obtained. However, the place of the meeting must remain as stated in the notice.

3.7 Order of Business. The order of business at all meetings of the owners shall be as follows:

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

#### ARTICLE IV

##### BOARD OF DIRECTORS

4.1 Number Qualification and Appointment or Election. Until the first annual meeting of the Association, the affairs of the Association shall be governed by a Board of Directors consisting of three (3) persons appointed by Declarant. At such first meeting, there shall be elected any five (5) members or seven (7) members of the Association to the Board of Directors, and who shall thereafter govern the affairs of this Association until their successors have been duly elected and qualified.

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

4.3 Other Powers and Duties. Such power and duties of the Board of Directors shall include, but shall not be limited to, the following, all of which shall be done for and on behalf of the owners of the Project:

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

(b) Rules. To establish, make and enforce compliance with such reasonable rules as may be necessary for the operation, use and occupancy of the Project with the right to amend same from time to time. A copy of such rules and regulations shall be delivered or mailed to each owner within five (5) days following the adoption thereof.

(c) Maintenance of Common Areas. To keep in good order, condition and repair all of the general common area and all items of common personal property used by the owners in the enjoyment of the entire premises, including, but not limited to, all areas deeded or dedicated to the Association by the Declarant designated on a plat of a Cheval Pointe section as a common area. Common areas are also specifically defined to include all frontage areas along section line roads in the right-of-way easements adjacent to any land within a Cheval Pointe Section.



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

(e) Budget: Determination of Assessments: Increase or Decrease of Same: Levy of Special Assessments. Subject to the provisions of the Declarations and as further detailed in Article V of these By-Laws below, to prepare a budget for the Project sixty (60) days prior to the end of the fiscal year for the next fiscal year, determine the amount of common charges payable by the owners to meet the common expenses of the Project, and allocate and assess such common charges among the owners and by a majority vote of the Board to adjust, decrease or increase the amount of the assessments and remit or return any excess of assessments over expenses, working capital, sinking funds, reserve for deferred maintenance and for replacement to the owners at the end of each operating year. To levy and collect special assessments, whenever, in the opinion of the Board, it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies.

(f) Enforcement of Assessment Lien Rights. To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an owner who may be in default as is provided for in the Declaration and these By-Laws. To enforce a late charge of Fifteen and no/100 Dollars (\$15.00) per month and to collect interest at the rate of eighteen percent (18%) per annum in connection with assessments remaining unpaid more than thirty (30) days from due date for payment thereof, together with all expenses, including attorney's fees incurred.

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

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

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

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

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

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

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

---

(n) Meetings. To meet at least once each quarter; provided, that any Board of Directors meeting may be attended and conducted by telephone or other device which permits all of the Directors in attendance to participate in such meeting, and provided further that any action required to be taken at any meeting of the Board of Directors, or any action which may be taken at such meeting, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members of the Board,

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

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

(q) Managing Agent. The Board of Directors may employ for the Association a management agent (Managing Agent) who shall have and exercise all of the powers granted to the Board of Directors by the Declaration and By-laws except for the powers of the attorney-in-fact set forth in the Declaration.

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

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

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

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

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

---

4.5 Election and Term of Office: Staggered Office. At the first annual meeting of Association the term of office of two (2) Directors, if more than one, shall be fixed at two (2) years; and the term of office of the remaining Directors shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting, except as is otherwise provided.

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

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

4.8 Directors' Organization Meeting. The first meeting of a newly elected Board of Directors following the annual meeting of the members shall be held within ten (10) days thereafter at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

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

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

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

4.12 Board of Directors' Quorum. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transactions of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts to the Board of Directors. If, at any meeting of the Board of Directors, there be

less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

4.13 Fidelity Bonds. The Board of Directors must require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bond shall be a common expense.

4.14 Compensation. No member of the Board of Directors shall receive any compensation for acting as such. However, members of the Board of Directors or Association may be reimbursed for expenses incurred by them in the performance of Association business.

## ARTICLE V

### ASSESSMENTS, FISCAL MANAGEMENT

5.1 Fiscal Year. The fiscal year of the Association has been fixed in the Declaration as a calendar year ending on December 31.

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

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

(b) Reserves for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually.

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

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

5.3 Maximum Annual Assessment. Until such a time as the maximum annual assessment is increased, as hereinafter provided, the maximum annual assessment is initially fixed at One Hundred Dollars (\$100.00) per lot.

(a) The Board of Directors may increase the maximum annual assessment no more than ten percent (10%) in any one fiscal year, commencing with the first regular meeting of the Board of Directors as required in the Articles of Incorporation and these By-laws.

(b) At any regular meeting of the Homeowners Association or meeting called for the purpose of increasing the maximum annual assessment, the maximum annual assessment may be increased above the ten percent (10%) maximum by a vote of two-thirds (2/3) of each class of members who are voting in person or proxy.

5.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes who are voting in person or by proxy at a meeting duly called for this purpose.

5.5 Notice and Quorum for Any Action Under Section 5.4. Written notice of any meeting called for the purpose of taking any action authorized under Section 5.4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes shall constitute quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

5.6 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

5.7 Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence at the time a lot has been conveyed by the Declarant to Owners, and only as to those lots sold. However, see Section 5.10 of this Article for restrictions. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least sixty (60) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

5.8 Effect of Non-payment of Assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. After an assessment is delinquent more than thirty (30) days, the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. However, after an assessment is delinquent more than six (6) months, the Association must bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. Now owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

5.9 Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due from the lien thereof.

5.10 No Annual Assessment on Undeveloped Lot. Annual assessments shall be assessed and collected as provided in the Declaration and these By-Laws; provided, however, an assessment on a particular lot shall not commence until the home on that lot is first occupied. This provision is intended to exclude lots held for development and/or sale and to exclude assessments on those lots during the construction and initial sales period.

## ARTICLE VI

### OFFICERS

6.1 Designation. The officers of the Association shall be a President, Vice-President, Secretary, Assistant Secretary and Treasurer, all of whom shall be elected by the Board of Directors, and such assistant officers as the Board shall, from time to time, elect. Such assistant officers need not be members of the Board of Directors, but each shall be an owner of a lot or a member of the Declarant or his representative(s).

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

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

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

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

6.6 Secretary.

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

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

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

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

## ARTICLE VII

### INDEMNIFICATION OF OFFICERS, DIRECTORS AND MANAGING AGENT

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

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

## ARTICLE VIII

### AMENDMENT TO BY-LAWS

8.1 Amendments to By-Laws. Except as provided in this paragraph 8.1, these By-Laws may be amended in writing by the Association at a duly constituted meeting called for such purpose, or, in any regular meeting so long as the notice of such meeting sets forth the complete text of the proposed amendment. No amendment shall be effective unless approved by a seventy-five percent (75%) vote of the members present at a duly constituted meeting and unless set forth in an amended Declaration. Section 5.10 may not be amended without the prior written consent of the Declarant.

9.1 Notice to Association. An owner who mortgages his lot shall notify the Association through the Managing Agent, if any, or the Secretary or Assistant Secretary of the Association, giving the name and address of his mortgagee. The Association shall maintain such information in a book entitled "Mortgagees of Lots".

9.2 Notice to Mortgagees of Unpaid Common Assessments. The Board of Directors, whenever so requested in writing by the mortgagee, or its assigns, of a lot shall promptly report any then unpaid assessments from, or any other default by, the owner thereof.

9.3 Notice to Mortgagees of Default by Owner. The Board of Directors, when giving notice to an owner of a default in paying common assessments or other default, shall send a copy of such notice to each holder of a mortgage covering such lot whose name and address has theretofore been furnished to the Board of Directors and shall have the right, but not the obligation, to post a copy of such notice in a public place on the common grounds of the Project without assuming any liability for such action.

9.4 Examination of Books by Owners and Mortgagees. Each owner and each mortgagee of a lot shall be permitted to examine the books of account of the lot at reasonable time, on business days, after notice, and shall be permitted to receive, upon request, audited financial statements of the Association.

## ARTICLE X

### EVIDENCE OF OWNERSHIP REGISTRATION OF MAILING ADDRESS AND DESIGNATION OF VOTING REPRESENTATIVE

10.1 Proof of Ownership. Except for those owners who initially purchase a lot from Declarant, any person, on becoming an owner of a lot, shall furnish to the Managing Agent or Board of Directors a true and correct copy of the original or a



certified copy of the recorded instrument vesting that person with an interest or ownership in the lot, which copy shall remain in the files of the Association. A member shall not be deemed to be in good standing, nor, shall he be entitled to vote at any annual or special meeting of members unless this requirement is first met.

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

10.3 Designation of Voting Representative Proxy.

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

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

ARTICLE XI

OBLIGATIONS OF THE OWNERS

11.1 Assessments. All owners shall be obligated to pay the annual assessments imposed by the Association to meet the common expenses. The assessments imposed hereunder shall be due and payable annually in advance. The amount of such assessments may be altered in accordance with Article V of the Declaration. A member shall be deemed to be in good standing and entitled to vote in any annual or special meeting of members, within the meaning of these By-Laws, if and only if, he/she shall have fully paid all assessments made or levied against him/her and the lot or lots owned by hi /her, and is not in violation of any rule or regulation of the Association then in force.

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

11.3 General.

(a) Each owner shall comply strictly with the provisions of the recorded Declaration and these By-laws and amendments thereto.

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

11.4 Use of Lots.

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

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

11.6 Rules and Regulations. The Board of Directors, pursuant to Article IV of these By-laws, reserves the power to establish, make and enforce compliance with such additional rules as may be necessary for the operation, use and occupancy of this Project with the right to amend same from time to time. Copies of such rules and regulations shall be furnished to each owner prior to the date when the same shall become effective.

ARTICLE XII

ABATEMENT AND ENJOINMENT OF VIOLATIONS BY OWNERS

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

12.2 Denial of use of Amenities. Should an owner be in default in the payment of any dues, assessments, or other sums due under the term of the Declaration or these By-laws, or be in violation of any of the terms of the Declaration, these By-laws, or any rule or regulations then in force, after due notice to correct such violation, then in any of such events, such owner may be denied the use of any of the amenities until such default or violation is appropriately cured.

---

## ARTICLE XIII

### COMMITTEES

13.1 Designation. The Board of Directors may, but shall not be required to, appoint an executive committee, and it may designate and appoint members to standing committees or special committees for any useful or worth while purposes to function in an advisory capacity to the Board of Directors. The Board may establish rules for the conduct of these committees, as follows, and may delegate responsibility to said committees.

13.2 Executive Committee. The executive committee shall consist of two persons who shall be appointed by the Board of Directors from the members of the Board. One member shall be the President. The executive committee shall supervise the affairs of the Association and shall regulate its internal economy, approve expenditures and commitments, act and carry out the established policies of the Association and report to the Directors at each meeting of the Board. The executive committee may hold regular meetings monthly or as it may, in its discretion, determine. Special meetings may be called at any time by the chairman of the committee or by any of its members, either personally or by mail, telephone or telegraph, and a special meeting may be held by telephone.

13.3 Nominating Committee. Before each Annual meeting, the Board of Directors may appoint a committee of three members who shall nominate candidates for the Board. The names of the candidates shall be submitted on or before thirty (30) days before the election. Members may submit names of candidates other than those submitted by the nominating committee at least thirty (30) days prior to the election. Unless such names are submitted, either by the nominating committee or by the members, no person shall be elected whose name is not so submitted unless no nominations are made, in which event the names of candidates shall be submitted at the election by the members.

13.4 Welcoming Committee. The Welcoming Committee, consisting of at least three (3) persons, shall have the responsibility of assisting new residents in settling into their lots and becoming a part of the Association by means of, among other things, a homeowner brochure, a directory of other residents, a shopping guide, information on local facilities, and a school district guide.

13.5 Social Committee. The Social Committee, consisting of at least two (2) persons, shall have the responsibility of planning programs to make the best possible use of the facilities and amenities of the Association by means of developing ongoing program of interaction and involvement.

13.6 Newsletter Committee. The Newsletter Committee, consisting of at least two (2) persons, shall have the responsibility of providing residents with up-to-date information on new residents, Association functions, the progress of the development, committee vacancies, rules and regulations changes, and other appropriate information.

13.7 Finance and Insurance Committee. The Finance and Insurance Committee, consisting of at least two (2) persons, shall have the responsibility of advising the Board on insurance matters and the capital and operating budgets.

13.8 Maintenance and Management Committee. The Maintenance and Management Committee, consisting of at least two (2) persons, shall have the responsibility of planning programs that conserve, enhance, and protect the common areas.

13.9 Architectural Committee. The Architectural Committee, consisting of at least three (3) persons, shall have the responsibility of enforcing the Restrictive Covenants, as per rules and regulations set by the Board.

13.10 Vacancies. A vacancy in any committee shall be filled by the President until the next meeting of the Board of Directors.

#### ARTICLE XIV

##### COMPENSATION

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

#### ARTICLE XV

##### EXECUTION OF DOCUMENTS

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

#### ARTICLE XVI

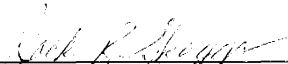
##### MISCELLANEOUS

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

16.2 Conflict between Owners. In the event that any dispute between owners arises involving any of the common areas, amenities or any other matters concerning the Project and the conflict cannot be resolved by the Managing Agent, it shall be resolved by the Board of Directors.


Dated this 15th day of January, 2004.

JSH Limited, LLC  
An Oklahoma Limited Liability Company

  
\_\_\_\_\_  
Jack R. Skaggs, Manager

State of Oklahoma        )  
                                  ) SS.  
County of Oklahoma     )

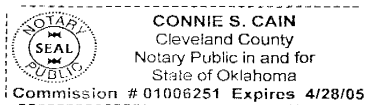
The foregoing instrument was acknowledged before me this 15th day of January, 2004 by Jack R. Skaggs, Manager of JSH Limited LLC by and on behalf of said Limited Liability Company.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

4-25-05

Commission Number 01006251



AFTER RECORDING MAIL TO:

Return to: *Sydney Sanders*  
Capitol Abstract & Title  
201 N. Bryant, Suite B  
Edmond, OK 73034  
File # *Courtesy* *WJ*

Doc # 2005013789  
Bk 9599  
Pg 500-517  
DATE 01/28/05 13:35:17  
Filing Fee \$47.00  
Documentary Tax \$0.00  
State of Oklahoma  
County of Oklahoma  
Oklahoma County Clerk  
Carolynn Caudill

\_\_\_\_\_  
This space for recorder's use only  
DO NOT REMOVE THIS PAGE  
THIS IS A PART OF YOUR RECORDED DOCUMENT

TITLE OF DOCUMENT: By-Laws of Cheval Pointe Homeowners Association  
Inc.

EXECUTION DATE: January 10, 2005

GRANTOR \_\_\_\_\_  
\_\_\_\_\_

GRANTEE \_\_\_\_\_  
\_\_\_\_\_

These By-Law are being refiled to delete the legal description

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(Additional recording fee applies)  
Oklahoma Statute 1997 Supplement Title 19 Section 298.B

*18/47*

**BY-LAWS**  
**OF**  
**Cheval POINTE HOMEOWNERS Association, INC.**

Doc # 2005003969  
Bk 9584  
Pg 1594-1611  
DATE 01/12/05 14:21:16  
Filing Fee \$47.00  
Documentary Tax \$0.00  
State of Oklahoma  
County of Oklahoma  
Oklahoma County Clerk  
Carolynn Caudill

The name of the organization shall be **Cheval Pointe Homeowners Association, Inc.**

**ARTICLE I**  
**PURPOSE AND PARTIES**

**1.1 Governance of Planned Unit Development Regime.** The purpose for which this non-profit corporation is formed is to govern the planned unit development project known as Cheval Pointe, hereinafter referred to as "Project", situated in the County of Oklahoma, which property is described in the Declaration of Covenants, Conditions and Restrictions ("Declaration") by Cheval Pointe, and J.S.H. Limited, LLC, an Oklahoma Limited Liability Company ("Declarant"), and which property has been submitted to the regime created by the Real Estate Development Act of the State of Oklahoma by the recording of the Declaration of Covenants, Conditions and Restrictions of Cheval Pointe in Book 9190 at Page 7\* (Declaration). All definitions contained in said Declaration shall apply hereto and are incorporated herein by reference.

\* AND IN BOOK 9190 PAGE 12

**1.2 Owners Subject to These By-Laws: Acceptance of By-Laws.** All present or future owners of lots in the Project, tenants, future tenants of any lot, or any other person who might use in any manner the facilities of the Project are subject to the provisions and any regulations set forth in these By-laws. The mere acquisition, lease or rental of any lot or the mere act of occupancy of a lot will signify that these By-laws are accepted, approved, ratified, and will be complied with in all respects.

**ARTICLE II**

**MEMBERSHIP, VOTING, MAJORITY OF**  
**CO-OWNERS ("OWNERS"), QUORUM, PROXIES**

**2.1 Membership.** Except as otherwise provided in the Declaration of Covenants, Conditions and Restrictions and in these By-laws, ownership of a lot in Cheval Pointe is required in order to qualify for membership in this Association. Any person on becoming an owner of a lot shall mandatorily and automatically become a member of this Association and be subject to the By-laws. Such membership shall terminate without any formal Association action whenever such person ceases to own a lot, but, such termination shall not relieve or release any such former owner from any liability or obligations incurred under or in any way connected with this Association, during the period of such ownership and membership or impair any rights or remedies which the owners have, either through the Board of Directors of the Association or directly, against such former owner and member arising out of or in any way connected with ownership and membership and the covenants and obligations incident thereto.

**2.2 Voting.** Voting shall be on a per lot basis, with each lot owner(s) entitled to one vote per lot. Only one vote may be cast per lot and no fractional or split votes are allowed.

**2.3 Majority of Unit Owners.** Means the owners of more than fifty (50%) percent of the lots.

Return to:  
Capitol Abstract & Title  
201 N. Bryant, Suite B  
Edmond, OK 73034

18/1/07

2.4 Quorum. Except as otherwise provided in these By-laws, the presence in person or by proxy of fifty percent (50%) of the owners shall constitute a quorum. In the event a quorum is not present, then the meeting called shall be adjourned, and notice of a new meeting for the same purposes within two (2) to four (4) weeks shall be sent by mail, at which meeting the number of owners represented in person or by proxy shall be sufficient to constitute a quorum. An affirmative vote of a majority of the members present either in person or by proxy shall be required to transact the business of the meeting.

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

### ARTICLE III

#### ADMINISTRATION

3.1 Association Responsibilities. The Cheval Pointe Homeowners Association, Inc., a corporation, hereinafter referred to as "Association", have the responsibility of administering the Project through a Board of Directors.

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

3.2 Annual Meetings. The first meeting of the Association shall be held on the 15th (Fifteenth) day in the month of March, or when there have been at least fifty percent (50%) of the lots sold (or whichever comes first) and on the same date thereafter of each succeeding year. At such meetings there shall be elected by ballot of the members a Board of Directors in accordance with the requirements of Paragraph 4.5 of Article IV of these By-laws. The owners may also transact such other business of the Association as may properly come before them.

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

3.5 Notice of Meeting. It shall be the duty of the Secretary or Assistant Secretary of the Association to mail a notice of each meeting, stating the purpose thereof as well as the time and place it is to be held, to each owner of record which shall be entitled to send a representative to attend such meeting, at least ten (10) days, but not more than thirty (30) days prior to such meeting. The mailing of notice in the manner provided in this paragraph shall be considered notice served.

3.6 Adjourned Meetings. If any meeting owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting, from time to time, until a quorum is obtained. However, the place of the meeting must remain as stated in the notice.



---

**3.7 Order of Business.** The order of business at all meetings of the owners shall be as follows:

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

#### ARTICLE IV

##### BOARD OF DIRECTORS

**4.1 Number Qualification and Appointment or Election.** Until the first annual meeting of the Association, the affairs of the Association shall be governed by a Board of Directors consisting of three (3) persons appointed by Declarant. At such first meeting, there shall be elected any five (5) members or seven (7) members of the Association to the Board of Directors, and who shall thereafter govern the affairs of this Association until their successors have been duly elected and qualified.

**4.2 General Powers & Duties.** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of a first class residential project. The Board of Directors may do all such acts and things except as prohibited by law or by these By-Laws or by the Declaration.

**4.3 Other Powers and Duties.** Such power and duties of the Board of Directors shall include, but shall not be limited to, the following, all of which shall be done for and on behalf of the owners of the Project:

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

(b) **Rules.** To establish, make and enforce compliance with such reasonable rules as may be necessary for the operation, use and occupancy of the Project with the right to amend same from time to time. A copy of such rules and regulations shall be delivered or mailed to each owner within five (5) days following the adoption thereof.

(c) **Maintenance of Common Areas.** To keep in good order, condition and repair all of the general common area and all items of common personal property used by the owners in the enjoyment of the entire premises, including, but not limited to, all areas deeded or dedicated to the Association by the Declarant designated on a plat of a Cheval Pointe section as a common area. Common areas are also specifically defined to include all frontage areas along section line roads in the right-of-way easements adjacent to any land within a Cheval Pointe Section.

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

(e) Budget; Determination of Assessments; Increase or Decrease of Same; Levy of Special Assessments. Subject to the provisions of the Declarations and as further detailed in Article V of these By-Laws below, to prepare a budget for the Project sixty (60) days prior to the end of the fiscal year for the next fiscal year, determine the amount of common charges payable by the owners to meet the common expenses of the Project, and allocate and assess such common charges among the owners and by a majority vote of the Board to adjust, decrease or increase the amount of the assessments and remit or return any excess of assessments over expenses, working capital, sinking funds, reserve for deferred maintenance and for replacement to the owners at the end of each operating year. To levy and collect special assessments, whenever, in the opinion of the Board, it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies.

(f) Enforcement of Assessment Lien Rights. To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an owner who may be in default as is provided for in the Declaration and these By-Laws. To enforce a late charge of Fifteen and no/100 Dollars (\$15.00) per month and to collect interest at the rate of eighteen percent (18%) per annum in connection with assessments remaining unpaid more than thirty (30) days from due date for payment thereof, together with all expenses, including attorney's fees incurred.

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

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

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

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

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

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

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

(n) Meetings. To meet at least once each quarter; provided, that any Board of Directors meeting may be attended and conducted by telephone or other device which permits all of the Directors in attendance to participate in such meeting, and provided further that any action required to be taken at any meeting of the Board of Directors, or any action which may be taken at such meeting, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members of the Board,

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

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

(q) Managing Agent. The Board of Directors may employ for the Association a management agent (Managing Agent) who shall have and exercise all of the powers granted to the Board of Directors by the Declaration and By-laws except for the powers of the attorney-in-fact set forth in the Declaration.

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

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

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

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

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

---

**4.5 Election and Term of Office: Staggered Office.** At the first annual meeting of Association the term of office of two (2) Directors, if more than one, shall be fixed at two (2) years; and the term of office of the remaining Directors shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting, except as is otherwise provided.

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

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

**4.8 Directors' Organization Meeting.** The first meeting of a newly elected Board of Directors following the annual meeting of the members shall be held within ten (10) days thereafter at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

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

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

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

**4.12 Board of Directors' Quorum.** At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transactions of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts to the Board of Directors. If, at any meeting of the Board of Directors, there be

less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

**4.13 Fidelity Bonds.** The Board of Directors must require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bond shall be a common expense.

**4.14 Compensation.** No member of the Board of Directors shall receive any compensation for acting as such. However, members of the Board of Directors or Association may be reimbursed for expenses incurred by them in the performance of Association business.

## ARTICLE V

### ASSESSMENTS, FISCAL MANAGEMENT

**5.1 Fiscal Year.** The fiscal year of the Association has been fixed in the Declaration as a calendar year ending on December 31.

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

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

(b) Reserves for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually.

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

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

**5.3 Maximum Annual Assessment.** Until such a time as the maximum annual assessment is increased, as hereinafter provided, the maximum annual assessment is initially fixed at One Hundred Dollars (\$100.00) per lot.

(a) The Board of Directors may increase the maximum annual assessment no more than ten percent (10%) in anyone fiscal year, commencing with the first regular meeting of the Board of Directors as required in the Articles of Incorporation and these By-laws.

(b) At any regular meeting of the Homeowners Association or meeting called for the purpose of increasing the maximum annual assessment, the maximum annual assessment may be increased above the ten percent (10%) maximum by a vote of two-thirds (2/3) of each class of members who are voting in person or proxy.

---

**5.4 Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes who are voting in person or by proxy at a meeting duly called for this purpose.

**5.5 Notice and Quorum for Any Action Under Section 5.4.** Written notice of any meeting called for the purpose of taking any action authorized under Section 5.4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes shall constitute quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**5.6 Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

**5.7 Date of Commencement of Annual Assessments.** The annual assessments provided for herein shall commence at the time a lot has been conveyed by the Declarant to Owners, and only as to those lots sold. However, see Section 5.10 of this Article for restrictions. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least sixty (60) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

**5.8 Effect of Non-payment of Assessments.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. After an assessment is delinquent more than thirty (30) days, the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. However, after an assessment is delinquent more than six (6) months, the Association must bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. Now owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

**5.9 Subordination of the Lien to Mortgage.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due from the lien thereof.

---

5.10 No Annual Assessment on Undeveloped Lot. Annual assessments shall be assessed and collected as provided in the Declaration and these By-Laws; provided, however, an assessment on a particular lot shall not commence until the home on that lot is first occupied. This provision is intended to exclude lots held for development and/or sale and to exclude assessments on those lots during the construction and initial sales period.

## ARTICLE VI

### OFFICERS

6.1 Designation. The officers of the Association shall be a President, Vice-President, Secretary, Assistant Secretary and Treasurer, all of whom shall be elected by the Board of Directors, and such assistant officers as the Board shall, from time to time, elect. Such assistant officers need not be members of the Board of Directors, but each shall be an owner of a lot or a member of the Declarant or his representative(s).

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

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

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

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

6.6 Secretary.

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

---

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

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

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

## ARTICLE VII

### INDEMNIFICATION OF OFFICERS, DIRECTORS AND MANAGING AGENT

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



---

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

## ARTICLE VIII

### AMENDMENT TO BY-LAWS

**8.1 Amendments to By-Laws.** Except as provided in this paragraph 8.1, these By-Laws may be amended in writing by the Association at a duly constituted meeting called for such purpose, or, in any regular meeting so long as the notice of such meeting sets forth the complete text of the proposed amendment. No amendment shall be effective unless approved by a seventy-five percent (75%) vote of the members present at a duly constituted meeting and unless set forth in an amended Declaration. Section 5.10 may not be amended without the prior written consent of the Declarant.

**9.1 Notice to Association.** An owner who mortgages his lot shall notify the Association through the Managing Agent, if any, or the Secretary or Assistant Secretary of the Association, giving the name and address of his mortgagee. The Association shall maintain such information in a book entitled "Mortgagees of Lots".

**9.2 Notice to Mortgagees of Unpaid Common Assessments.** The Board of Directors, whenever so requested in writing by the mortgagee, or its assigns, of a lot shall promptly report any then unpaid assessments from, or any other default by, the owner thereof.

**9.3 Notice to Mortgagees of Default by Owner.** The Board of Directors, when giving notice to an owner of a default in paying common assessments or other default, shall send a copy of such notice to each holder of a mortgage covering such lot whose name and address has theretofore been furnished to the Board of Directors and shall have the right, but not the obligation, to post a copy of such notice in a public place on the common grounds of the Project without assuming any liability for such action.

**9.4 Examination of Books by Owners and Mortgagees.** Each owner and each mortgagee of a lot shall be permitted to examine the books of account of the lot at reasonable time, on business days, after notice, and shall be permitted to receive, upon request, audited financial statements of the Association.

## ARTICLE X

### EVIDENCE OF OWNERSHIP REGISTRATION OF MAILING ADDRESS AND DESIGNATION OF VOTING REPRESENTATIVE

**10.1 Proof of Ownership.** Except for those owners who initially purchase a lot from Declarant, any person, on becoming an owner of a lot, shall furnish to the Managing Agent or Board of Directors a true and correct copy of the original or a

---

certified copy of the recorded instrument vesting that person with an interest or ownership in the lot, which copy shall remain in the files of the Association. A member shall not be deemed to be in good standing, nor, shall he be entitled to vote at any annual or special meeting of members unless this requirement is first met.

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

**10.3 Designation of Voting Representative Proxy.**

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

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

**ARTICLE XI**

**OBLIGATIONS OF THE OWNERS**

**11.1 Assessments.** All owners shall be obligated to pay the annual assessments imposed by the Association to meet the common expenses. The assessments imposed hereunder shall be due and payable annually in advance. The amount of such assessments may be altered in accordance with Article V of the Declaration. A member shall be deemed to be in good standing and entitled to vote in any annual or special meeting of members, within the meaning of these By-Laws, if and only if, he/she shall have fully paid all assessments made or levied against him/her and the lot or lots owned by hi /her, and is not in violation of any rule or regulation of the Association then in force.

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

**11.3 General.**

(a) Each owner shall comply strictly with the provisions of the recorded Declaration and these By-laws and amendments thereto.

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

**11.4 Use of Lots.**

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

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

**11.6 Rules and Regulations.** The Board of Directors, pursuant to Article IV of these By-laws, reserves the power to establish, make and enforce compliance with such additional rules as may be necessary for the operation, use and occupancy of this Project with the right to amend same from time to time. Copies of such rules and regulations shall be furnished to each owner prior to the date when the same shall become effective.

**ARTICLE XII**

**ABATEMENT AND ENJOINMENT OF VIOLATIONS BY OWNERS**

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

**12.2 Denial of use of Amenities.** Should an owner be in default in the payment of any dues, assessments, or other sums due under the term of the Declaration or these By-laws, or be in violation of any of the terms of the Declaration, these By-laws, or any rule or regulations then in force, after due notice to correct such violation, then in any of such events, such owner may be denied the use of any of the amenities until such default or violation is appropriately cured.

---

## ARTICLE XIII

### COMMITTEES

13.1 Designation. The Board of Directors may, but shall not be required to, appoint an executive committee, and it may designate and appoint members to standing committees or special committees for any useful or worth while purposes to function in an advisory capacity to the Board of Directors. The Board may establish rules for the conduct of these committees, as follows, and may delegate responsibility to said committees.

13.2 Executive Committee. The executive committee shall consist of two persons who shall be appointed by the Board of Directors from the members of the Board. One member shall be the President. The executive committee shall supervise the affairs of the Association and shall regulate its internal economy, approve expenditures and commitments, act and carry out the established policies of the Association and report to the Directors at each meeting of the Board. The executive committee may hold regular meetings monthly or as it may, in its discretion, determine. Special meetings may be called at any time by the chairman of the committee or by any of its members, either personally or by mail, telephone or telegraph, and a special meeting may be held by telephone.

13.3 Nominating Committee. Before each Annual meeting, the Board of Directors may appoint a committee of three members who shall nominate candidates for the Board. The names of the candidates shall be submitted on or before thirty (30) days before the election. Members may submit names of candidates other than those submitted by the nominating committee at least thirty (30) days prior to the election. Unless such names are submitted, either by the nominating committee or by the members, no person shall be elected whose name is not so submitted unless no nominations are made, in which event the names of candidates shall be submitted at the election by the members.

13.4 Welcoming Committee. The Welcoming Committee, consisting of at least three (3) persons, shall have the responsibility of assisting new residents in settling into their lots and becoming a part of the Association by means of, among other things, a homeowner brochure, a directory of other residents, a shopping guide, information on local facilities, and a school district guide.

13.5 Social Committee. The Social Committee, consisting of at least two (2) persons, shall have the responsibility of planning programs to make the best possible use of the facilities and amenities of the Association by means of developing ongoing program of interaction and involvement.

13.6 Newsletter Committee. The Newsletter Committee, consisting of at least two (2) persons, shall have the responsibility of providing residents with up-to-date information on new residents, Association functions, the progress of the development, committee vacancies, rules and regulations changes, and other appropriate information.

13.7 Finance and Insurance Committee. The Finance and Insurance Committee, consisting of at least two (2) persons, shall have the responsibility of advising the Board on insurance matters and the capital and operating budgets.

---

13.8 Maintenance and Management Committee. The Maintenance and Management Committee, consisting of at least two (2) persons, shall have the responsibility of planning programs that conserve, enhance, and protect the common areas.

13.9 Architectural Committee. The Architectural Committee, consisting of at least three (3) persons, shall have the responsibility of enforcing the Restrictive Covenants, as per rules and regulations set by the Board.

13.10 Vacancies. A vacancy in any committee shall be filled by the President until the next meeting of the Board of Directors.

#### ARTICLE XIV

##### COMPENSATION

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

#### ARTICLE XV

##### EXECUTION OF DOCUMENTS

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

#### ARTICLE XVI

##### MISCELLANEOUS

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

16.2 Conflict between Owners. In the event that any dispute between owners arises involving any of the common areas, amenities or any other matters concerning the Project and the conflict cannot be resolved by the Managing Agent, it shall be resolved by the Board of Directors.

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

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

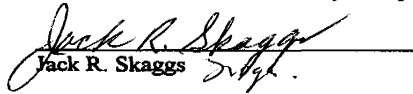
16.5 Common Areas.

(a) The Association has received or will receive title and does hereby accept the same to the tracts of land described as Common Areas and Utility Easements, all as shown on the Plat of Cheval Pointe at Plat Book \_\_\_\_\_, Page \_\_\_\_\_, records of the County Clerk of Oklahoma County, Oklahoma. When and if further Cheval Pointe Sections are platted and developed with additional common areas, the Association must likewise accept title and the responsibility for maintenance for the same.

(b) The Association shall be responsible for the maintenance of these Common Areas and all other Association property. However, the Association recognizes that Common Areas are drainage and detention areas and are intended to remain in their natural state.

DATED this 10<sup>th</sup> day of January, 2006

J.S.H. Limited, LLC  
An Oklahoma Limited Liability Company

  
Jack R. Skaggs

  
Haruko M. Skaggs, Secretary

