

**AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR WOODCREEK TOWNHOMES
A PLANNED UNIT DEVELOPMENT SUBDIVISION**

Blocks One (1) to Thirty-nine (39) inclusive, containing 236 Lots, and all other property, in WOODCREEK TOWNHOMES subdivision, in the North One-half (N/2) of the Southwest Quarter (SW/4) of Section Thirty (30), Township Fourteen (14) North, Range Two (2) West, of the I.M., in the City of Edmond, Oklahoma County, Oklahoma, according to the plat of record thereof

The Owners of Lots within the Woodcreek Townhomes Addition do hereby certify that they are the Owners of, and the person or persons who have any right, title or interest in and to, the land embraced and included within Blocks One (1) to Thirty-nine (39) inclusive, containing 236 Lots, and all other property, in WOODCREEK TOWNHOMES subdivision, in the North One-half (N/2) of the Southwest Quarter (SW/4) of Section Thirty (30), Township Fourteen (14) North, Range Two (2) West, of the I.M., in the City of Edmond, Oklahoma County, Oklahoma, according to the plat of record thereof in the office of the County Clerk of Oklahoma County, Oklahoma, in Plat Book 45, Page 35 (the Addition).

Restrictive covenants are filed for Woodcreek Townhomes at Book 4258, Page 1953 in the public records of Oklahoma County, State of Oklahoma (the Original Covenants).

For the purpose of restating and amending the Original Covenants, to provide for an orderly development of all of the above described Addition and platted area, and of providing adequate restrictive covenants for the benefit of themselves and their successors in title, a sufficient percentage of Owners having voted to amend the Original Covenants and bind all Owners within Woodcreek Townhomes to this Declaration, Declarants do hereby impose the following restrictions and reservations on the entire Plat of the Addition, to which it shall be incumbent upon their successors in title to adhere, and any person or persons, corporation or corporations hereinafter becoming the Owner or Owners, either directly or through subsequent transfers or in any manner whatsoever of any Lot or Lots, Block or Blocks, included in the aforementioned Addition, shall take, hold and convey the same, subject to this Declaration.

**SECTION ONE
Definitions**

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

1.1 "Articles" shall mean the Articles of Incorporation of the Association filed in the Office of the Secretary of State of the State Of Oklahoma, as such Articles may from time to time be amended in the same manner as this Declaration may be amended.

1.2 "Association" shall mean and refer to Woodcreek Townhomes Association.

1.3 "Board" or "Directors" shall mean the Board of Directors of the Association.

1.4 "By-Laws" shall mean the By-Laws of the Association which are or shall be adopted by a majority of the Members of the Association, as such By-Laws may from time to time be amended, a copy of which is attached as Exhibit A.

1.5 "Common Areas" shall mean all areas of Woodcreek Townhomes Subdivision except the 236 Lots in Blocks One (1) to Thirty-nine (39) inclusive.

1.6 "Lot" and "Lots" shall mean each and/or all of the 236 Lots shown on the Plat.

1.7 "Member" shall mean a Person subject to membership in the Association pursuant to Section 4.1.

1.8 "Owner" shall mean the record owner, whether one or more Persons, of the fee simple title to any Lot, but shall not include a mortgagee nor shall such term include any other who has an interest merely as security for the performance of an obligation. Each Owner shall be a Member of the Association.

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

1.10 "Plat" shall mean the Plat for Woodcreek Townhomes, which was filed on November 20, 1974 and recorded at Plat Book 45, Page 35, at the office of the County Clerk of Oklahoma County, Oklahoma.

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

1.12 "Special Assessment" shall mean assessments levied in accordance with Section 6.4.

1.13 "Specific Assessment" shall mean assessments levied in accordance with Section 6.5.

1.14 "Woodcreek Townhomes Governing Documents" or "Governing Documents" shall mean a collective term referring to this Declaration and any applicable amendments, the By-Laws of the Association (the "By-Laws"), the Articles of Incorporation of the Association, (the "Articles"), the Guidelines, Parking Policy, and Rules and any design review guidelines promulgated in accordance with Section 10.9, as they may be amended.

1.15 "Woodcreek Townhomes Subdivision" or "Addition" shall mean the area platted as such and recorded in Plat Book 45 at Page 35 in the Office of the County Clerk of Oklahoma County and the Plat and the designations of areas are hereby made a part hereof by reference.

SECTION TWO

Use and Improvements

2.1 All Lots shall be used for residential use only, and construction thereon is restricted to high-class architecturally approved, single-family dwellings. The maximum number of persons unrelated by blood, marriage, or adoption who may occupy a Lot shall be five (5) or the number set by City of Edmond ordinances, whichever is less. No business uses or activities of any kind whatsoever shall be permitted or conducted upon the Common Areas. No Lot shall be used for any purpose other than as a single-family residence, except, that a home occupation, defined as follows, may be permitted: any use conducted entirely within the dwelling and participated in solely by a member of the immediate family residing within that residence, which use is clearly incidental and secondary to the use of the dwelling for dwelling purposes and does not change the character thereof and in connection with which there is: (i) No sign or display that indicates from the exterior that the residential structure is utilized in whole or in part for any purpose other than that of a dwelling; (ii) No commodity sold upon a Lot; (iii) No person is employed other than a member of the immediate family residing on the Lot; and (iv) No mechanical or electrical equipment is used, including, but not limited to, the use of welding tools and equipment and the construction of craft type items which are intended to be offered for sale at any location; provided that, in no event shall a barber shop, styling salon, beauty parlor, restaurant or catering service, or day care center for children, including, but not limited to, the operating of a babysitting for hire business being conducted on a Lot, animal hospital or any form of animal care or treatment such as dog trimming, be construed as a home occupation.

2.2 All improvements erected upon the Addition shall be of new construction and no buildings or structures shall be moved from other locations into the Addition.

2.3 All screening areas, whether fences, hedges or walls, shall be erected or maintained upon the Lots in accordance with the original construction of the building located on the Lot or as approved by the Board of Woodcreek Townhomes Association, as hereinafter set forth.

SECTION THREE General Restrictions

3.1 Animals. No animals, fish, reptiles, or fowl, other than a reasonable number of generally recognized house pets, shall be maintained on any Lot, and then only if kept solely as household pets and not kept, bred or raised for commercial purposes. No pet or pets shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance. Upon the request of any Owner, the Board shall determine, in its sole discretion, whether for the purposes of this Section 3.1 a particular animal, fish, reptile or fowl shall be considered to be a house pet, a nuisance, or whether the number of pets on any Lot is unreasonable. No pets may be kept on or allowed on the Common Areas unless on a leash and in the actual presence of the Owner. All state law and City of Edmond ordinances pertaining to pets and animals, including but not limited to any "leash-law" and vaccinations, shall be observed and complied with.

3.2 Miscellaneous. No signs of a commercial nature (except for one "For Rent" or "For Sale" sign per Lot) shall be allowed, and no billboard, store, office, or other place of business of any kind, and no institution or other place for the care or treatment of the sick, disabled, or mentally ill shall be placed or permitted to remain on any Lot or Common Area, nor shall any unsightly object or nuisance be erected, placed or maintained on any of the Lots or Common Areas, nor shall any use or thing be permitted which may endanger the health or unreasonably disturb the Owner of any Lot. Properly approved vehicular and pedestrian safety signs or markings shall be allowed, and all vehicular traffic shall be limited to a speed not to exceed 20 miles per hour through the Addition unless the Board provides otherwise.

3.3 Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood.

3.4 Garbage, Storage, etc. All refuse shall be kept in covered containers. In no event shall such containers be maintained so as to be visible from neighboring Lots or Common Areas except to make them available for collection, and then only for the shortest time reasonably necessary to effect such collection. Each Lot shall be maintained free of rubbish and trash and areas for the storage of equipment or firewood shall be concealed from adjacent Lots and Common Areas.

3.5 Vehicles. All Owner-vehicles, including bicycles and other type recreational, pleasure, or play items, shall be parked or kept off-street in garages, carports, or storage areas, while not in use. Guest parking will be allowed in spaces provided along streets, but no abandoned vehicle or vehicle not in use will be allowed to park in these areas over a twenty-

four (24) hour period. The Association is authorized to enact specific parking policies, including but not limited to Specific Assessments.

SECTION FOUR
Membership and Voting Rights in the Association

4.1 Membership. Every Owner of a Lot shall automatically be a Member of the Association.

4.2 Voting Rights. Members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership specified in this Declaration. When more than one Person holds such interest or interests in any Lot, all such Persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

SECTION FIVE
Property Rights in the Common Areas

5.1 Members' Easements. Subject to the provisions of Section 5.2, every Member shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Lot. Each Lot and the Owner thereof shall have the nonexclusive easement in the Common Areas appurtenant to the Lot, for ingress and egress and use of the parking facilities and recreational amenities.

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

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

5.2.2 The right of the Association to take such steps as are reasonably necessary to protect the Common Areas against foreclosure; and,

5.2.3 The right of the Association, as provided in its Articles, By-Laws, or Rules to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of the Governing Documents. Provided, however, that the right of any Member to use the Common Areas for the purpose of ingress and egress to their Lot shall never, under any circumstances, be infringed; and,

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

5.2.5 The right of the Association, to convey to any public agency, authority or utility, easements for drainage or utility purposes across any part of the Common Areas. Any and all damages to Common Areas shall be repaired at the expense of the person or entity causing such damage; and,

5.2.6 The right of the Association to dedicate or convey all or any part of the Common Areas, to which it has acquired legal title, to any public agency, authority, or utility for such purposes other than those specified in Section 5.2.5, above, and subject to such conditions as may be agreed to by the Members, provided, that no such dedication or conveyance by the Association, as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of the membership has been recorded agreeing to such dedication, conveyance, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least sixty (60) days in advance of any action taken.

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

5.4 Reserve Fund for Replacement of Common Areas. A reserve fund for replacement of the Common Areas or any property or improvement thereon is hereby established, to be funded from the monthly assessments hereinafter provided for in Section 6.3. Such portion of the monthly payment provided for in such section as is deemed adequate by the Board to maintain an adequate reserve fund shall be applied to the reserve fund.

5.5 Right to Examine Books and Records on Common Areas. First mortgagees shall have the right to examine the books and records relating to Common Areas, of the Association or any other Person or entity holding title to the Common Areas.

SECTION SIX Covenant for Assessments

6.1 Creation of the Lien and Personal Obligation of Assessments.

6.1.1 Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) monthly maintenance assessments;

(2) Special Assessments for capital improvements; and (3) Specific Assessments; each of which assessments are to be fixed, established and collected from time to time as hereinafter provided. The monthly maintenance assessments, Special Assessments, and Specific Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on each Lot and shall be a continuing lien upon each Lot against which each assessment is made. Such lien shall be paramount and superior to any homestead or other exemption provided by law. Each such assessment, together with such interest thereon and cost of collection thereof as is hereinafter provided, shall also be the personal obligation of the Person who was the Owner of such Lot at the time the assessment fell due.

6.2 Purpose of Assessments.

6.2.1 The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in Woodcreek Townhomes Subdivision and in particular for the improvement, maintenance and operation of the Common Areas and of properties, services, and facilities devoted to the foregoing purposes and related to the use and enjoyment of the Common Areas, including but not limited to, the payment for fire and extended insurance coverage on the structures located on Common Areas and repair, painting, replacement and additions thereto as needed, and payment for maintenance and repair of all streets, drives, and walks and for the cost of labor, equipment, materials, management and supervision thereof. The Association shall pay all taxes due on the Common Areas before they become delinquent.

6.2.2 Only the Association, or its agents, representatives, or contractors, shall be authorized to maintain or improve the Common Areas.

6.3 Basis of Monthly Assessments. The amount of the monthly maintenance assessment shall be set from time to time at the amount determined by the Board as reasonably necessary to pay the costs and anticipated expenses required to be paid by the Association on a yearly basis. The assessments shall not exceed One Hundred Dollars (\$100) per Lot per month without the written consent of the Owners of at least two-thirds (2/3) of the Lots and these consents shall be submitted to the Board during the calendar year in which such excess sum is to be collected.

6.4 Special Assessments for Capital Improvements. Special Assessments for capital improvements may be made by the Board and such assessments may be assessed for longer than thirty-six (36) months but such Special Assessments for capital improvements must have the written approval of the Owners of at least two-thirds (2/3) of the Lots.

6.5 Specific Assessments. The Association shall have the power to levy Specific Assessments against a particular Lot as follows:

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

6.5.2 to cover monetary fines, penalties, and costs incurred in bringing a Lot into compliance with Woodcreek Townhomes Governing Documents, including fines for Rules violations, or costs incurred as a consequence of the conduct of the Owner or occupants of a Lot, their agents, contractors, employees, licensees, invitees, or guests; provided, the Board shall give the Lot Owner prior written notice and an opportunity for a hearing, before levying any Specific Assessment under this subsection 6.5.2.

6.6 Uniformity of Assessments. The assessments made under Sections 6.3 and 6.4 shall be the same for all Lots.

6.7 Date of Commencement of Assessments. The first monthly maintenance assessments shall become due and payable on the day fixed for commencement by the Board, and the maintenance assessments for each subsequent month shall become due and payable on the first day of each such month.

The commencing due date of any special assessment provided for in Section 6.4 hereof shall be fixed in the resolution authorizing such assessment.

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

6.8.1 Fix the commencement date for monthly maintenance assessments, and send written notice thereof to all Owners, at least twenty (20) days before such commencement date; and,

6.8.2 Cause the Association to prepare and maintain a roster of Lots, the Owners thereof, the assessments applicable thereto, and the status of the payment thereof which shall be kept in the office of the Association and which shall be open to inspection by any Owner or Mortgagee of a Lot; and,

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

6.9 Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of the Association. If any assessment is not paid on the date when due, then such assessment shall be delinquent and shall, together with interest thereon and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot and the personal obligation of the Lot Owner. The personal obligation of the then Owner to pay

such assessment, however, shall remain their personal obligation for the statutory period and shall not become the personal obligation of their successors in title unless expressly assumed by them. Any such assumption by a subsequent Owner or Owners shall be deemed to be for the benefit of the Association as well as for the former Owner or Owners and any obligation thereon may be enforced by the Association as well as by any other Person who has the right to do so.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the rate of twelve percent (12%) per year and the Association may bring an action at law against the Owner personally obligated to pay the same and/or an action to foreclose the lien against the Lot and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

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

SECTION SEVEN

Maintenance of Lot Improvements

7.1 It shall be the duty of each Lot Owner to maintain the Lot and the improvements thereon. In the event a Lot Owner fails to maintain, repair, rehabilitate, or restore the exterior of any improvement erected upon their Lot or any Party Wall, and such failure results in the endangering of the health, welfare or property of other Owners, in the sole discretion of the Board, or adversely affects the aesthetic appeal of adjacent Lots or Lots facing the Lot of the offending Owner, and any endangered or adversely affected Lot Owner files a written complaint with the Board setting forth the nature of the offenses complained of, then:

7.1.1 If the Board determines that the complaint is justified the Board shall give the offending Lot Owner notice that a complaint has been made and will request that the Owner make the needed repairs or perform the needed maintenance, etc. If the Owner fails to commence and diligently continue action to correct the problem within ten (10) days or satisfy the Board that remedy will be made within a reasonable time then:

7.1.1.1 If the Directors estimate that satisfactory corrective measures will not exceed Twenty-Five Hundred Dollars (\$2,500.00) in costs, which amount shall be adjusted in accordance with the formula for increase set out below, the Association through its agents and employees, is herewith granted the right to enter upon such Lot and to make such reasonable repairs, maintenance, rehabilitation or restoration of the Lot and the exterior of any improvements located thereon as the Board may deem necessary and the cost thereof shall be charged against the Owner of such Lot by invoice and the costs shall be a lien on such Lot and may be collected in the same manner as assessments. The maximum payable amount of \$2,500.00 shall be increased effective each year in conformance with the rise, if any, of the Consumer Price Index published by the U.S. Department of Labor, Washington, D.C., for All Items and Major Group Figures for All Urban Consumers (1982-84 = 100), for the one (1) year period ending with the preceding month of July; this annual increase in the maximum payable amount shall occur automatically upon the commencement of each year without the necessity of any action being taken with respect thereto by the Association. In the event the aforesaid Consumer Price Index is not published, for whatever reason, then the increase in the maximum annual assessment, as provided herein, shall be calculated by using a substantially comparable index designated by the Board of Directors of the Association

7.1.1.2 If the Board estimates that satisfactory corrective measures will exceed Twenty-Five Hundred Dollars (\$2,500.00) in costs, or an equivalent amount adjusted to reflect changes in the Consumer Price Index, to be calculated as set out above, then the Directors may make the needed repairs, etc., only with the approval of fifty percent (50%) of the Members.

SECTION EIGHT

Party Wall

8.1 Each Lot Owner shall be subject to the following limitations and restrictions with respect to walls shared in common by two adjoining owners (Party Walls) constructed within the Addition, as follows:

8.1.1 Every wall, roof, foundation or other portion of a structure which is built as a part of the original construction within Woodcreek Townhomes Subdivision and placed on the dividing line between separate Lots in the Addition shall constitute and be considered a Party Wall, and be entitled to the rights and privileges of these restrictive covenants and to the rights, duties and obligations set forth in the Articles of Incorporation of Woodcreek Townhomes Association and/or the By-Laws of the Association and to the extent not inconsistent herewith, the general rules of law regarding Party Walls.

8.1.2 If any Party Wall is damaged or destroyed through the act or acts of any Owner, or their agents, servants, guests, or members of their family, whether such act is willful, negligent or accidental, such Owner (herein referred to as "At Fault Owner") shall forthwith proceed to rebuild or repair in a manner acceptable to the adjoining Owner. If the At Fault Owner fails to make the repairs or reimburse the adjoining Owner for their cost in making the repairs, the At Fault Owner shall be personally liable to the adjoining Owner for adjoining Owner's damages, and the adjoining Owner shall have a lien against At Fault Owner's Lot for the amount thereof, the lien to be enforceable the same as a mechanics and materialman's lien, and with the same rights and priorities as provided herein for liens for assessments.

8.1.3 In the event of a disagreement between Owners of adjoining Lots with respect to the repair, reconstruction or maintenance of a Party Wall or with respect to sharing the cost of repairing, rebuilding or maintaining the same, then upon the written request of either of the Owners to the Board the matter shall be submitted to the Board for arbitration under such rules as may be from time to time adopted by the Board. If no such rules are adopted or the Board refuses to act, then the matter shall be submitted to three (3) arbitrators, one chosen by each of the Owners, and the third by the two so chosen, or if they cannot agree within five (5) days, then the third arbitrator shall be appointed by the Board. A determination of the matter signed by any two of the arbitrators shall be binding upon the Owners.

SECTION NINE Obligation

9.1 Obligation to Rebuild or Repair. Should any structure placed upon any Lot be destroyed or damaged in whole or in part by storm, fire, or otherwise, the Owner of such Lot shall have the obligation to repair or rebuild such structure within a reasonable time. Provided, however, that such rebuilding or repairs shall be completed within one (1) year from date of destruction unless an extension or extensions are granted from time to time at any regularly scheduled meeting of Members or meeting called for such purpose by a majority vote of the Members in attendance.

A quorum for that meeting shall be as set forth in the By-Laws. Provided that this provision shall not apply to any mortgage lender who acquires title by foreclosure or deed in lieu thereof, during such time as such mortgage lender holds title.

SECTION TEN General Provisions

10.1 Duration. The terms, conditions, reservations, covenants and restrictions herein contained shall continue in full force and effect for a period of twenty-five (25) years from the

date hereof. Thereafter, they shall be deemed to have been renewed for successive terms of ten (10) years each.

10.2 Amendment of Declaration. This Declaration may be changed, amended, modified, or added to at any time by a vote of seventy-five percent (75%) of all Members in person or by proxy entitled to vote at an Association meeting provided such vote is taken at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and which shall set forth the purpose of the meeting. Any such amendment shall be reduced to writing, acknowledged by the then President of the Association and recorded with the Oklahoma County Clerk.

10.3 Notices. Any notice required to be sent or given to any Member or Owner under the provisions of this Declaration or the Articles or By-Laws shall be deemed to have been properly sent when deposited in the United States mails, postpaid, to the last known address of the Person who appears as Member or Owner on the records of the Association at the time of such mailing; when delivered personally to that Member or Owner; or when delivered to the spouse of the Member or Owner; or when left at the Owner's or Member's residence with a member of the Owner's or Member's family over fourteen (14) years of age. Any notice may be waived by an Owner or Member by written waiver or by attendance, in person or by proxy, at the meeting for which the Owner or Member did not get proper notice

10.4 Enforcement. Enforcement of the Governing Documents shall be by any proceeding at law or in equity by the Association or any Owner against any Person or Persons violating or attempting to violate the Governing Documents, either to restrain violation or to recover damages, and against the Lot to enforce any lien created by these Governing Documents, provided, that failure by the Association or any Owner to enforce any Governing Documents shall in no event be deemed a waiver of the right to do so thereafter. In any suit brought hereunder, the prevailing shall be entitled to recover reasonable attorneys' fees.

10.5 Severability. Invalidation of any portion of the Governing Documents by judgment or court order shall in no ways affect the remaining provisions which shall remain in full force and effect.

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

10.7 Mortgagees to Advise Association of Current Address. Each mortgagee of a Lot shall file with the Association such mortgagee's current address, which notice shall also include a description of the Lot or Lots in which such mortgagee has an interest. All notices, requests for approval, or requests to vote may be sent to such address. If no such address is filed with

the Association or if mail is, for any reason, undeliverable at such address, then any notice required to be given hereunder to such mortgagee shall be deemed given and any approval required to be given by such mortgagee for any act shall be deemed to be given.

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

10.9 Architectural Standards. No exterior construction, alteration, addition, erection, repair or replacement of any nature whatsoever, including, without limitation, fences, roofs, walls, party walls, canopies, awnings, carports, enclosures, external wiring, ornamental wall hangings, solar devices, exterior doors and windows, etc. shall be commenced or placed upon any part of the Addition, except such as is identical in design and color to the original construction, or as is approved in accordance with this Section, or as is otherwise expressly permitted herein. No exterior construction, addition, erection, repair, replacement or alteration shall be made unless and until the plans and specifications showing the nature, kind, shape, height, materials, color and location shall have been submitted in writing to, and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by the Board or its designee. The Board or its designee may promulgate written guidelines (the Guidelines) for the exercise of this review and reasonable rules (Rules) for the implementation and administration of the Declaration.

The Board or its designee shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and shall be entitled to stop any construction in violation of these restrictions. Any member of the Board or its representatives shall have the right, during reasonable hours to enter upon any Lot to inspect any Lot and any improvements thereon for the purpose of ascertaining whether or not these restrictive covenants have been, or are being complied with. Such Person or Persons shall not be deemed guilty of trespass by reason of such entry. In the event the Board or its designees fails to approve or disapprove such design and location within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required, and this Section will be deemed to have been fully complied with.

Any item so installed without the advance written approval of the Board is deemed to be in violation of the Declaration and the Guidelines and is subject to appropriate remedies. Written request for approval must be submitted to the Board and a waiver of responsibility must be signed prior to any alteration or addition. The Owner shall be held financially responsible to remove and replace the item should the Owner install an item prior to receiving written approval from the Board.

10.9.1. No construction shall commence without approval of a set of plans submitted to the Board of Directors of the Association. The plans shall specifically include the requirements set forth above. Additionally, all plans shall show all exterior elevations with material notes,

floor plan(s) (at 1/4 x 1'0 scale), dimensions, site plan with old and new grades and any details necessary to explain any special conditions.

10.9.2. No dwelling shall be constructed having less than 1200 square feet of living space. However, those units having less than 1400 square feet shall have not more than two (2) bedrooms or one bedroom and any other room that could be constructed to be a bedroom such as a club room, library, study or den. Measurements of square footage shall be from outside the stud wall.

10.9.3. Each dwelling shall provide enclosed parking for a minimum of two full sized automobiles.

10.9.4. Asphalt shingles shall be used for roofing material and if adjacent and in contact with another dwelling or roof shall match in color and texture.

10.9.5. No dwelling shall be constructed having a height in excess of two and one-half (2 ½) stories.

10.9.6. The construction and design of any remodeled dwelling shall be of similar design, material and finish to the adjacent residences.

10.9.7. The plans shall include provisions for drainage, guttering and downspouts to prevent diversion of water to adjoining roofs, courtyards or entry areas.

10.9.8. Party Walls shall be sound isolation control equal to or greater than STC 55 db.

10.9.9. The exterior surface of any dwelling shall be at least eighty percent (80%) brick on the first story. The second story may be covered with siding, as approved, or brick.

10.9.10. All building plans shall be in compliance with any city, state or federal ordinance, rule code, statute or regulations.

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

[Signature pages following]

**AMENDED BY-LAWS
OF
WOODCREEK TOWNHOMES ASSOCIATION**

ARTICLE I

Name and location. The name of the corporation is Woodcreek Townhomes Association, hereinafter referred to as the Association. The principal office of the corporation shall be located at the Association's clubhouse in Edmond, Oklahoma, but meetings of Members and Directors may be held at such places within the State of Oklahoma, County of Oklahoma, as may be designated by the Board of Directors.

**ARTICLE II
DEFINITIONS**

The words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in that certain Amended Declaration of Covenants and Restrictions for Woodcreek Townhomes as it may be amended (the "Declaration"), unless the context indicates otherwise.

**ARTICLE III
MEETING OF MEMBERS**

Section 1. Annual Meetings. The regular annual meeting of the Members shall be held on a time and date in January set by the Association Board of Directors at its previous regular monthly meeting in December.

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

Section 3. Notice of Meetings. Annual Members' meeting time and date shall be posted on the clubhouse bulletin board, in the January Association newsletter, and online at least fifteen (15) days prior to the actual meeting date.

Section 4. Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence of Members representing a majority of the total votes in the Association shall constitute a quorum at all meetings of the Association. As used in these By-Laws, the term "majority" shall mean those votes, Owners, or other group as the context may indicate, totaling more than 50% of the total eligible number thereof.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary prior to the meeting.

Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of their Lot.

ARTICLE IV
BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. **Number. Selection and Term of Office.** The affairs of this Association shall be managed by a board of five (5) Directors, who shall be Members of the Association. The Members at each annual meeting shall elect five (5) Directors for terms of three (3) years each. Any vacancy occurring on the Board of Directors by reason of death, resignation or disqualification of any such Director shall be filled by the remaining Directors, such replacement Directors to serve until the next annual meeting of the Association.

Section 2. **Removal.** Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, their successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of their predecessor.

Section 3. **Compensation.** No Director shall receive compensation for any service they may render to the Association. However, any Director may be reimbursed for their actual expenses incurred in the performance of their duties.

Section 4. **Action Taken Without a Meeting.** The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS

Section 1. **Nomination.** Nomination for election to the Board of Directors shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting. The nominating committee shall consist of a chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The nominating committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members. If the nominating committee fails to act then nominations shall be taken only from the floor at the annual meeting.

Section 2. **Election.** Election to the Board of Directors shall be by the method selected by the chairman of the annual meetings. Provided, if any Member requests secret

written ballot, then the election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The Persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI MEETINGS OF DIRECTORS

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

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

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to: (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof; (b) suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations; (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to their ownership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration; (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors, and (e) employ a manager, an independent contractor, or such other employees and contractors as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to: (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed; (c) as more fully provided in the Declaration, to: (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and (3) foreclose the lien against any Lot for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same; (d) issue, or to cause an appropriate officer to issue, upon demand by any Person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment; (e) procure and maintain adequate liability and hazard insurance on property owned by the Association; (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and (g) cause the Common Area to be maintained.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

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

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

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

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

Section 7. **Multiple Offices.** The offices of secretary and treasurer may be held by the same Person. No Person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

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

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

Vice-President: The vice-president shall act in the place and stead of the president in the event of the president’s absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring such seal; serve notice of meetings of the Board and of the Directors; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

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

ARTICLE IX COMMITTEES

The Board of Directors shall appoint such committees as deemed appropriate in carrying out the purposes of the Association.

ARTICLE X BOOKS AND RECORDS

The Association balance sheet and profit/loss statement from the previous month shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation, and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost or made available online.

**ARTICLE XI
ASSESSMENTS**

Each Member is obligated to pay assessments to the Association as set out at Section Six of the Declaration.

**ARTICLE XII
CORPORATE SEAL**

The Association may have a seal in circular form having within its circumference the words: Woodcreek Townhomes Association.

**ARTICLE XIII
AMENDMENTS**

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a majority vote of a quorum of Members present in person or by proxy.

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

**ARTICLE IX
MISCELLANEOUS**

The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first actual fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Directors of the Woodcreek Townhomes Association, have reaffirmed these By-Laws on the date of the Amended Declaration.

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

**WOODCREEK TOWNHOMES ASSOCIATION
ARCHITECTURAL PACKET**

(Resident written introduction to the architectural process)

In an effort to assist the Owner of Lots within Woodcreek Townhomes Addition, the Board has prepared this packet of information and forms for the Owner. You will find within this packet the following useful items:

1. Declaration language pertaining to architectural restrictions;
2. Guidelines prepared by the Board to assist and facilitate the application process;
3. Application form that aids the Owner in making their application for alteration and improvements to their Lot and making the application easier to interpret by the Board;
4. Landscape alteration form; and
5. Complaint form for architectural violations.

DECLARATION ARCHITECTURAL PROVISIONS

The Declaration to the Woodcreek Townhomes Addition provides for certain architectural standards. These standards exist to preserve the property values of the Addition by establishing a basic framework for upkeep and maintenance of the Addition.

ARCHITECTURAL GUIDELINES

The Declaration expressly provides that the Board may create certain Guidelines for the management and oversight of the architectural standard within the Addition. (Section 10.9) In order to manage the architectural provisions within the Declaration, the Association has developed reasonable rules and regulations, as well as forms, in order to make working with the architectural standards easier.

Following are the Guidelines relating to the architectural standards and procedures.

1. ARCHITECTURAL REVIEW AND PROCEDURES

The Owner is responsible for the maintenance of their Lot. Further, the Owner is responsible for the cost to repair/replace those items that require periodic maintenance, replacement, or improvement. While the Owner is responsible for the improvement, maintenance, and appearance of their Lot, the Owner's selection of improvements is subject to the Board's approval.

1. The Board and Approval Procedure.

1.1. Board. Currently the Association Board acts as the architectural committee for the Association. An Owner may reach the Board at the same address below for submitting the written application.

1.2. Important to Note. The Board shall review applications for improvements, changes, and alterations and approve or disapprove applications based on the proposed improvement being consistent with these guidelines and in harmony with, and not detrimental to, the rest of the community. All review will be made on a case-by-case basis. It is important to note that an improvement approved on one Lot may not be approved on another. If deemed appropriate, the Board may grant variances to these guidelines. Certain submittals, as noted in the Guidelines, require payment of a review fee. A spirit of cooperation between the Board and Owners will go far toward creating an optimum environment that will help ensure that improvements are compatible with standards established for Woodcreek Townhomes, will benefit all Owners, and will protect Owners' financial investments. If a question ever arises as to the correct interpretation of any terms, phrases or language contained in these Guidelines, the Board's interpretation thereof shall be final and binding.

1.3. General. All items requiring Board approval shall meet the following guidelines for submittal:

1.3.1. Appropriate Submittal Form. This may be obtained at the Woodcreek Townhomes clubhouse and should be completed with a description of the proposed improvements.

1.3.2. Exhibits. The Board will require clear and concise information from which to make reasonable decisions. This information shall be in the form of drawings and plans, photographs, color chips, material samples and any additional information deemed necessary by the Board whether it is in the form of new information or additional and more accurate drawings and details.

1.3.3. Submission of Drawings and Plans. One copy of the drawing or plan and a completed application form shall be submitted to the Board at the following address:

Woodcreek Townhomes Association
Attn: Architectural Review
1900 Windhill Avenue
Edmond, Oklahoma 73034

All information submitted will be kept for the Board's records.

1.4. Action by the Board. Upon receipt of an application, the Board will notify the Owner that the Board has received the Application and may notify the Owner at that time of a hearing date. The Board may on its discretion review an application with or without hearing. Under Section 10.9 of the Declaration, the Board may require submission of additional materials, and the Board may postpone action until all required materials have been submitted. The Board will

contact the Owner if the Board feels additional materials are necessary or if it needs additional information or has any suggestions for change. Under Section 10.9 of the Declaration, the Board shall act on the plans within 30 days after receipt of all materials required by the Board (unless the time is extended by mutual agreement or unless the Board requires technical or special opinion in regard to the application). If the application requires the Board to consult a third party, the application shall not be automatically approved until the complete application is submitted to the third party, the third party returns its opinion to the Board and 30 days expires.

1.5. Completion of work. After approval of an application, a proposed improvement shall be accomplished as promptly and diligently as possible in accordance with the approved plans and description. Section 10.9 of the Declaration gives the Board the right to inspect all work conducted under an application. Application approval shall expire one year subsequent to its issuance should no construction begin during that time.

1.6. Unapproved Improvements or Architectural Non-Compliance. The Declaration, Section 10.9, provides: *The Board or its designee shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and shall be entitled to stop any construction in violation of these restrictions.* An Owner should expect the Board to remedy not only those improvements that an Owner creates in contravention of the overall architectural scheme, but also those improvements conducted without prior approval from the Board.

1.7. Owner Rights upon Denial of Application. An Owner is entitled to written notice of the reasons why their complete application was denied, which the Board shall remit to the Owner within two days after the denial of the Application.

1.8. Rights of Appeal. If an Owner does not agree with any decision of the designated representative of the Board or of any decision rendered by the designated representative of the Board or of any decision rendered by less than the full Board, the Owner may notify the Board of the Owner's intent to appeal the decision. If an Owner desires to appeal a decision from either a designated representative of the Board or of any decision rendered by less than the full Board, the Owner must provide the Board with written notice of the Owner's intent to appeal by sending such notice to the address of the Association within ten (10) days after the Board notifies the Owner of its decision on the application.

1.10. Questions. If Owners have any questions about the review process, they may call the office manager at 340-8659 or fax their written questions to the same number.

2. Approved Items. In order to aid Owners in making decisions and minimize formality, the Board has published items that clearly meet approval standards.

2.1. Replacement of Existing Elements with Identical Elements. The Board shall approve without application the replacement of any element including but not limited to fencing, doors,

paint and other architectural elements on the Lot if the Owner replaces the existing element with an exact but newer element.

2.2. Address Numbers. Approval is not required if numbers are not larger than six (6) inches in height, whether such numbers are affixed on the house or the mailbox, or painted on the curb.

2.3. Awnings. Cloth awnings shall be approved if the same are compatible with the color of the house.

2.4. Clotheslines. Approval is not needed provided such lines, including any items hanging on them are within the fenced backyard of a Lot and are concealed from line of sight neighbors and the street.

2.5. Decks. **[Requires application approval]** Decks must be constructed of wood or other materials similar to the materials used on the residence. The Board may require the underside of the deck to be screened.

2.6. Firewood Storage. Board approval is not required provided such storage occurs in the backyard of a Lot and does not constitute a nuisance or hazard.

2.7. Flag and Flagpoles. Flag holders are allowed so long as placed on the trim of either the front or back door or the garage. Nail holes are not allowed in the siding. Any flags of a federal, state or civic nature are allowed. Decorative flags are allowed if the Board approves designs and size.

2.8. Gardens. **[Requires application approval]**

i. Flower. No Board approval is required.

ii. Vegetable. Board approval is not required if space has been previously approved under a landscape plan or if the area is fully contained within a fenced backyard of a Lot. Otherwise, Board approval is required.

2.9. Gazebos. **[Requires application approval]**

2.10. Hot tubs. **[Requires application approval]** Board approval is required; however the installation of hot tubs is not discouraged.

2.11. Irrigation Systems. No Board approval is required on professionally installed irrigation or sprinkler systems.

2.12. Motion Detector Security Lighting. Motion detector security lights are permitted, provided they are installed correctly and in working order. No security lighting shall shine on any adjoining Lot.

2.13. Painting. Exterior colors are to blend with the neighborhood.

2.14. Patio Covers, Arbors. **[Requires application approval]**

2.15. Play and Sports Equipment. **[Requires application approval]**

2.16. Roofs. **[Requires application approval]**

2.17. Solar Devices. **[Requires application approval]**

2.18. Skylights. **[Requires application approval]**

2.19. Satellite Dishes and Antennas. **[Requires application approval]**

2.20. Siding. **[Requires application approval]**

2.21. Signs. **[Requires application approval]** "For Sale" signs of the Owner's Lot or political candidate's signs of a temporary nature are permitted without approval. All other signs require the approval of the Board. In any event no sign shall be larger than 4' by 4'.

2.22. Statues, Sculptures and Bird Baths. No application is required unless such item or the accumulation of such items on any one Lot constitutes an annoyance, nuisance or fails to meet the community wide aesthetics standard set by existing Lots within the Addition.

2.23. Storm/Security Doors. Storm and security doors shall blend with the exterior of the unit.

3. Unapproved Items.

3.1. Unapproved Items. The Board has consistently disapproved the following:

3.1.1. Skateboard Ramps. The construction of skateboard ramps or other related facilities is prohibited on Lots or driveways or Common Areas.

3.1.2. Outbuildings. Detached outbuildings are not approved.

3.1.3. Pools. Small, temporary children's style pools will be approved if hidden from view from the street. Semi-permanent above-ground pools shall not be approved. Any other pool is not approved.

WOODCREEK TOWNHOMES ASSOCIATION

APPLICATION FOR LOT IMPROVEMENT OR ALTERATION

This Application, if filled out completely, will meet the Association Guidelines requirements for architectural review applications. Please either type or print clearly in all spaces below. If you need additional space, please number the additional sheet and list the number in the space below. Please mail or deliver this application to:

Woodcreek Townhomes Association
Attn: Architectural Review
1900 Windhill Avenue
Edmond, Oklahoma 73034

Applicant's Name

Address (Including Lot/Block)

Telephone (Home/Work)

1. **Description of Improvement.** Using the fourth page of this application, please describe the improvement you wish to make. Give full details on each of the following:
 - a. Purpose and/or reason for the improvement;
 - b. Type and color of materials to be used;
 - c. Location on the Lot of proposed improvement;
 - d. Contractor/party to complete improvement;
 - e. Proposed start/completion date;
 - f. Other existing improvements (if known to applicant) substantially similar to proposed improvement;
 - g. **If more space is needed, please attach a supplemental sheet.**
2. **Plans and Specifications.** Attach a simple plot plan with dimensions noted and any other documents or sketches, which would be helpful in consideration of the application. If the application is for a structural change, please submit elevations (drawings). If the application is for a change in paint/stain color, attach a sample and number of the color.
3. **Federal, State, and Local Law.** It is the Owner's responsibility to ensure compliance with all requirements of federal, state, and local law. The City of Edmond may require certain permits or licenses, and/or further plan submissions.
4. **No Encroachment.** I understand that I cannot encroach on easements and/or Common Areas of the Association. I also understand that the Association will rely on my representations to the Association that the contemplated improvements do not encroach on Association property, and that I will bear the expense and responsibility of removing any encroachments.
5. **Consent to Declaration and Rules.** Upon filing this application, I hereby agree and consent to follow and comply with all procedures promulgated under authority of the Woodcreek Declaration by the Woodcreek Board for consideration of the application. I further agree and consent that the filing date of the application shall be deemed to be the date that any and all

documents and/or information required for necessary and proper consideration of the application is submitted by me.

6. **Approval First Required.** I understand and agree that no work on this request shall commence until written approval of the Woodcreek Board has been received by me.

OWNER'S SIGNATURE

DATE

CO-OWNER'S SIGNATURE

DATE

NOTE: If applicant(s) disagree with the Board's decision, written appeal may be made on a Form for Appeal to the Woodcreek Board within 10 days of the recommended decision of the Board.

FOR BOARD USE ONLY:

I. NAMES OF PERSONS APPEARING IN OPPOSITION/SUPPORT AT INITIAL HEARING:

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

II. BOARD RECOMMENDED ACTION:

_____ Recommend approval as submitted

_____ Recommend denial for the following reason(s):

_____ Recommend approval with the following modification(s) agreed to by applicant(s)*.

Board Member Signatures: _____ **Date:** _____

_____ **Date:** _____

_____ **Date:** _____

_____ **Date:** _____

_____ Date: _____

I, the Applicant agree to amend my application pursuant to the recommendation of the Board in order for the application to be approved.

***Signed:** _____ Date: _____
Applicant(s)signature\modification(s)agreement

III. WOODCREEK TOWNHOMES FULL BOARD APPEAL:

_____ Approved

_____ Denied - for the following reason(s):

_____ Approved - as modified by applicant:

Modifications: _____

Modification agreed to:

Applicant Signature: _____ **DATE:** _____

Board Member Signatures:

_____ Date: _____
_____ Date: _____
_____ Date: _____
_____ Date: _____
_____ Date: _____

Description of Improvement.

Please describe the improvement you wish to make. Give full details on each of the following:

Purpose and/or reason for the improvement: _____

Type and color of materials to be used: _____

Location on the Lot of proposed improvement: _____

Contractor/party to complete improvement: _____

Proposed start/completion date: _____

Other existing improvements (if known to applicant) substantially similar to proposed improvement: _____

If more space is needed, please attach a supplemental sheet.

**PARKING RULES
OF
WOODCREEK TOWNHOMES ASSOCIATION**

**WOODCREEK HOMEOWNERS PARKING POLICY
[Rev.2014]**

The Declaration strictly prohibits parking on the street.

RATIONALE:

1. To improve safety by allowing fire and police and emergency access.
2. To eliminate street clutter and traffic which adversely affects property values.
3. To eliminate Owner nuisances, such as blocking driveway access and blocking limited visitor parking around the Addition, especially for Owners without driveways.
4. To reduce wear and tear on streets which are owned and maintained by the Association.

1. Parking by visitors or Owners (on street): There is a two day limit in effect for visitors.
2. Parking in alley ways is strictly prohibited to allow emergency vehicle access. Cars parked in alleys will immediately be towed; no warnings shall be given.

Note: Owners must use garage/carport parking for two vehicles. Unless an Owner obtains approval from the Board for street parking due to temporary constraints, Owners' vehicles are subject to towing under the guidelines.

3. Guidelines for issuing towing warning:

(A) Except as otherwise provided, one warning noting time, date, location, license number, make and color shall be issued.

NOTE: All warnings will be submitted and tracked by the office manager on a consolidated listing, if any Owner or renter receives a warning, they should contact the office or a Board member within 24 hours and work out an arrangement to rectify the situation in order to avoid towing. If the vehicle is still violating guidelines and an Owner or renter has not rectified the situation by contacting the Board, the vehicle will be towed.

(B) Vehicles shall be towed immediately under the following circumstances:

- (1) A vehicle is parked in fire lane "Yellow line,"
- (2) A vehicle is parked on grass or other illegal area,

- (3) A vehicle is parked blocking driveway or fire or safety access, or
- (4) A vehicle is blocking mail box access.

(C) All warnings will be issued by the parking committee, made up of four (4) Members or Board members.

(D) Work through the office manager, or if after hours directly with Towing Company designated directly. You must be available for sign off when tow truck arrives.

4. PARKING LINES/MARKING:

NOTE: Yellow lines will be reviewed/repainted to designate fire lanes, blind corners, or where cross street parking blocks driveways where appropriate. Vehicles parked in the yellow will be towed.

(a) Reserved parking. There shall be one handicap spot and three (3) to five (5) club house slots in front of the club house. No one shall park in the club house slots unless on club business.

(b) Event parking. Owners may purchase 10 parking cones for events. Cars parked in front of parking cones must be moved within 48 hours or risk being towed.

NOTIFICATION: All Owners will receive a letter outlining the parking policies. Owners are strictly responsible for notifying renters of parking policy.

PARKING POLICY IMPLEMENTATION:

(1) Official policy enforcement will begin 1 December until changed or modified by the board. Until 1 December, the Board will provide two warnings prior to towing.

(2) Questions, comments and or recommendations should be submitted to the Board and or parking committee in writing.

(3) The Board shall have the authority to amend these Parking Rules at any time.

WOODCREEK TOWNHOMES PARKING RULES AND VIOLATIONS

The following applies to all residents and visitors:

- Owners or residents must park vehicles in garage or carport.
- If household has more than 2 vehicles, the additional vehicle(s) are to be parked in parking lot(s) by the clubhouse, not on the street, as those (unmarked) curbs are provided for visitors.
- Visitors are to park in driveway (if space allows) or alongside (unmarked) curbs.

- Vehicles are to be parked in the direction of traffic. Vehicles in violation of this rule will be towed immediately.
- Red painted curbs indicate fire zones. Vehicles parked in these areas will be towed immediately.
- Yellow painted curbs indicate no parking zones.
- There shall be no parking on grass anywhere (between houses or on grass beside driveways).
- There shall be no parking in alleys.
- There shall be no parking on corners (marked or un-marked). Vehicles parked in these areas will be towed immediately.
- There shall be no parking within 25' of intersections. Vehicles parked in these areas will be towed immediately.
- Vehicle(s) in violation will be towed at the Owner's expense, and can be reclaimed by contacting the towing company on file with the Association.
- All state and local laws will be enforced.
- The speed limit is 20 mph on all streets within the Addition.
- Excessive noise emanating from vehicles shall be prohibited. The Board shall determine in its own discretion what constitutes "excessive noise."

Thank you for your cooperation.
Woodcreek Homeowners Association