

FA-2277035

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

107.00

OF

BROOKEFIELD ESTATES

A residential community in the City of Oklahoma City, Oklahoma County, Oklahoma
(A part of the N1/3 of the NE1/4 of Section 4, T13N, R4W)

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BROOKEFIELD ESTATES, is made this 8th day of December, 2017, by WI—MO, LLC, an Oklahoma limited liability company (the “**Declarant**”).

1.0 Introduction. The Declarant has filed of record this Declaration in order to set forth the covenants, conditions, and restrictions by which BROOKEFIELD ESTATES shall be governed, administered, and maintained as a high quality single family residential community. The BROOKEFIELD ESTATES ASSOCIATION is an owners association comprised of all owners of real property in BROOKEFIELD ESTATES. The BROOKEFIELD ESTATES ASSOCIATION has the power to establish rules for conduct, activities, and design approval for all properties within BROOKEFIELD ESTATES.

1.1 Purpose and Intent. Declarant, as the owner of the real property described in “**EXHIBIT A**”, and pursuant to 60 O.S. §851 et seq., intends by way of this Declaration to create a general plan of development for the planned community known as BROOKEFIELD ESTATES. This Declaration provides a flexible and reasonable procedure for future expansion of BROOKEFIELD ESTATES to include additional real property as Declarant deems appropriate and provides for the overall development, administration, and maintenance of the real property now and hereafter comprising BROOKEFIELD ESTATES. Part of the development plan is the creation of BROOKEFIELD ESTATES ASSOCIATION, an association comprised of all owners of real property in BROOKEFIELD ESTATES, to own, operate and/or maintain various common areas and to administer and enforce this Declaration and the other Documents referred to in this Declaration.

1.2 Term. All property described in “**EXHIBIT A**” and any additional property which is made a part of BROOKEFIELD ESTATES in the future through one or more Supplemental Declarations, shall be owned, conveyed and used subject to all of the provisions of this Declaration, which shall run with the land and title to such property. This Declaration shall be binding upon all Persons having any right, title, or interest in any portion of BROOKEFIELD ESTATES, their heirs, representatives, successors and assigns. Unless otherwise modified by the Declarant, this Declaration shall remain in effect for a term of twenty (20) years from the date it is Recorded. Declarant, the Association, any Owner and their respective legal representatives, heirs, successors, and assigns may enforce it. After such initial twenty (20) year period, and unless otherwise modified by the Declarant, the Declaration’s term shall automatically extend for successive ten year periods unless 75% of the then Owners sign and record an acknowledged instrument which amends this Declaration.

1.3 Documents. BROOKEFIELD ESTATES Documents may be supplemented by additional covenants, restrictions, and easements applicable to the property within BROOKEFIELD ESTATES. In the event of a conflict between or among BROOKEFIELD ESTATES Documents and any such additional covenants or restrictions, and/or the provisions of any other articles of incorporation, By-Laws, or rules or policies, this Declaration shall control. Declarant must first provide written consent to any amendment to the BROOKEFIELD ESTATES Documents so long as Declarant owns any property described in “**EXHIBIT A**” of

this Declaration (collectively, the “**Properties**”). Any attempted Recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by Recorded consent signed by Declarant, so long as Declarant owns any property described in “**EXHIBIT A**”. All provisions of the BROOKEFIELD ESTATES Documents shall apply to all Owners and to all occupants of all Lots, as well as their respective tenants, guests and invitees. Any lease of a Lot shall provide that the lessee and all occupants of the leased Lot shall be bound by the terms of BROOKEFIELD ESTATES Documents. If any provision of this Declaration is determined to be invalid, such determination shall not affect the validity of other provisions or applications.

2.0 DEFINITIONS

2.1 “**BROOKEFIELD ESTATES ASSOCIATION**” or “**Association**” or “**POA**”: An owners association, formed as an Oklahoma nonprofit corporation, its successors or assigns, that shall have the duties and rights set forth in this declaration.

2.2 “**Base Assessment**”: Assessments levied on all Lots subject to assessment under this Declaration to fund Common Expenses, as determined in accordance with this Declaration.

2.3 “**Board of Directors**” or “**Board**”: The body responsible for administration of the Association, selected as provided in the By-Laws.

2.4 “**Builder**”: Any Person who purchases one or more Lots for the purpose of constructing improvements for later sale to consumers, or who purchases one or more parcels of land within BROOKEFIELD ESTATES for later resale in the ordinary course of such Person’s business.

2.5 “**Class “B” Control Period**”: The period of time during which the Class “B” Member is entitled to exercise any addition or annexation rights under this Declaration.

2.6 “**Common Area**”: All real and personal property that the Association now or hereafter owns, leases, or otherwise holds possessory or use rights for the common use and enjoyment of the Owners, which may include, but not be limited to, the following:

- (i) All rights of way within the Property as shown on attached “**EXHIBIT A**” and all related improvements within such right of way including but not limited to the right of way along N.W. 164th St. and those improvements that provide for pleasant living spaces within the Addition, such as entryways, landscaping, benches, artwork, and other related items, along such rights of way or along the private streets;
- (ii) The private streets, cul-de-sacs, and private right of way within the Addition as shown on attached “**EXHIBIT A**” and all related improvements, including but not limited to all aesthetic features, landscaping, concrete, cobblestone, brick, pavement, striping, curbs, signage, and safety/security devices and systems;
- (iii) The entry gate to the Addition and all related improvements, including all aesthetic features, fencing, signage, gate mechanisms and automation, and safety/security devices and systems;
- (iv) Drainage improvements and all structural and non-structural water quality or quantity controls, improvements, or aspects thereof used within Brookefield Estates (“non-structural controls” may include, without limitation, landscape conservation; reduction in impervious cover; routine maintenance activities; prohibitive practices; maintenance procedures, street sweeping; and/or fertilizer restrictions, or other approved methods);
- (v) All sidewalks and related improvements to the extent a part of part of Common Area;

- (vi) platted detention/retention and drainage areas, open spaces, and easements (including the slopes and grades thereof) and all structural and non-structural components, improvements, and aspects;
- (vii) lighting systems; surveillance systems and services; entryways to the Addition and all improvements at any such entries or associated therewith; signage for the Addition; perimeter and interior permanent screening or fencing installed by the Declarant, if any, which the Association owns, leases or otherwise holds possessory or use rights in for the common use and enjoyment of the Owners; and all other Common Area further shown on attached "EXHIBIT A" or expressly stated in this Declaration.
- (viii) Such portions of any additional property that may be included within the Common Area as dictated by this Declaration, any Supplemental Declaration, or amendment thereto.

Declarant reserves the right, but not the obligation, to add to the Common Areas as shown and described herein, which may consist of amenities, services, or improvements. Declarant makes no representation or warranty as to the quality or quantity of Common Areas provided in BROOKEFIELD ESTATES Addition.

2.7 "Common Expenses": The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Owners, including, but not limited to reasonable reserve funds for capital improvements or other projects, those funds necessary for the provision of services for the common benefit of the Owners, all amounts as related to Common Areas, all amounts intended to defend or enforce the BROOKEFIELD ESTATES Documents of or by the Association, and all amounts expressly stated or implied by the BROOKEFIELD ESTATES Documents, as the Board may find necessary and appropriate pursuant to BROOKEFIELD ESTATES Documents. Common Expenses shall NOT be limited to those expenses relative to the care of Common Area.

2.8 "Declarant": BROOKEFIELD ESTATES, LLC, and any successor, assign, or related or affiliated entity who takes title to any portion of the property described in "EXHIBIT A" for the purpose of development and/or sale or who is designated as Declarant in a Recorded instrument executed by a representative of MI—LO, LLC, such as but not limited to Sassan Moghadam or Joey Wishnuck.

2.9 "Development Plan": The plat, and related documents, for the development of BROOKEFIELD ESTATES approved by the City of Oklahoma City, as it may be required and amended, which may include all of the property described in "EXHIBIT A".

2.10 "Member": A Person subject to membership in the Association by way of Lot ownership.

2.11 Intentionally Omitted.

2.12 "Mortgage": A mortgage or any other form of security instrument affecting title to any Lot.

2.13 Intentionally Omitted.

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

2.15 "Person": A natural person, a corporation, a partnership, a trustee, a limited liability company, or any other legal entity.

2.16 “Record,” “Recording,” or “Recorded”: To file, filing, or filed of record in the official records of the Oklahoma County Clerk, Oklahoma County, State of Oklahoma.

2.17 “Special Assessment”: Assessments levied in accordance with SECTION 8.2.

2.18 “Specific Assessment”: Assessments levied in accordance with SECTION 8.3.

2.19 “Supplemental Declaration”: An instrument Recorded pursuant to SECTION 9, which subjects additional property to this Declaration, or

2.20 “BROOKEFIELD ESTATES” or the “Addition”: The real property described in “EXHIBIT A”, together with such additional property as is subjected to this Declaration in accordance with SECTION 9.

2.21 “BROOKEFIELD ESTATES Documents” or “Documents”: Refers to this Declaration and all exhibits hereto, and any applicable Supplemental Declaration, the By-Laws of the Association, (the “By-Laws”), the Articles of Incorporation of the Association, (the “Articles”), as they may be amended, and the Rules and Regulations, as amended from time to time.

2.22 “Lot”: A portion of BROOKEFIELD ESTATES, whether improved or unimproved, which may be independently owned and is intended for development, use, and occupancy as an attached or detached residence for a single family. The term shall refer to the land, if any, which is part of the Lot as well as any improvements thereon.

2.23 “Rules and Regulations”: The initial Rules and Regulations set forth in “EXHIBIT B” as they may be supplemented, modified and repealed hereafter.

3.0 USE CONTROLS

3.1 Regulations. BROOKEFIELD ESTATES Documents establish covenants, easements, and restrictions which govern BROOKEFIELD ESTATES. The Declarant, Board and Members shall have the right to respond to unanticipated issues and changes in circumstances, conditions, needs, desires, trends, and technologies which inevitably will affect BROOKEFIELD ESTATES, and the Lot Owners. This establishes procedures for modifying and expanding the initial Rules and Regulations set forth in “EXHIBIT B”. Any modification or expansion of the Rules and Regulations shall be effective whether or not Recorded. Each Owner is charged with determining the scope, terms, and nature of any restrictions, rules, and design guidelines pertaining to BROOKEFIELD ESTATES, whether or not such documents are Recorded, provided such document is adopted pursuant to the terms of this Declaration.

3.2 Rule Making. Subject to the terms herein and the Board’s duty to exercise business judgment and reasonableness on behalf of the Association and its Members, the Board may modify, cancel, limit, create exceptions to, or expand the Rules and Regulations. The Rules and Regulations may apply to Lots, Common Areas, Owners, Persons, and the Association. The Board shall send notice by mail to all Owners concerning any such proposed action at least thirty (30) business days prior to the Board meeting at which such action is to be considered. Members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken. Such action shall become effective, after compliance with the terms herein, unless disapproved at a meeting by Members representing more than 50% of the total Class “A” votes in the Association and by the Class “B” Member, if any.

3.3 Owners’ Acknowledge of City Compliance. All owners are required to uphold, and are hereby given notice that use of their Lot(s) is subject to and limited by, all City of Oklahoma City Ordinances, presently in effect or later effected.

3.4 Owners' Acknowledgment of Rules. All Owners are hereby given notice that use of their Lots and the Common Area is limited by the Rules and Regulations as they may be amended, expanded and otherwise modified hereunder. All purchasers of Lots are on notice that changes may have been adopted by the Association. Copies of the current Rules and Regulations may be obtained from the Association. Any Owner desiring to sell or otherwise transfer title to a Lot shall give the Board at least seven (7) days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Lot, including assessment obligations, until the date upon which such notice is received by the Board or the date title transfers, whichever is later.

Builders are required to permanently post notice in a prominent place in all model homes, sales offices, and all open spaces under their ownership and possession larger than twenty thousand (20,000) square feet stating that a Property Owners Association has been established and membership is mandatory for all property owners pursuant to the provisions of this Declaration. The builder or his agent must disclose that there is a mandatory association and shall provide a summary of the then current association documents specifically including the then current annual assessments and a five (5) year non-binding preliminary rough projection of dues income and association expenses, including amounts preliminarily and roughly projected to be required for reserves. A current summary must be provided to all purchasers at least fifteen (15) days before closing.

4.0 ARCHITECTURAL REVIEW/ PRE-APPROVAL

4.1 Architectural Review Board. The Architectural Review Board (ARB) shall have jurisdiction over all matters of design review for all property in BROOKEFIELD ESTATES. The Architectural Review Board may, however, delegate some of its powers or responsibilities, with respect to design review for BROOKEFIELD ESTATES to the Association. Until such time as the Architectural Review Board delegates all or a portion of its reserved rights to the Association, the Association shall have no jurisdiction over architectural matters. The Architectural Review Board adopts the Design Review Guidelines as initially set out in "**EXHIBIT D**" which may be amended from time to time. The Declarant, or as many as one to three individual designees of the Declarant, shall act as the Architectural Review Board until the earlier of:

- A. The termination of the Class B Control Period; or
- B. The Declarant by Recorded instrument assigns oversight of the ARB to the Association.

During the Declarant period architectural review, the Declarant may assign Declarant's duties to between one and three other individuals as Declarant sees fit, in Declarant's sole discretion, to review all ARB applications and perform all ARB duties in absence of Declarant, such as if Declarant's representatives are unavailable and out of office for extended periods of time. In the event that Declarant assigns Declarant's duties to other individuals, such individuals may include representatives of Builders in the BROOKEFIELD ESTATES Addition. In the event that Declarant assigns duties to others, a majority vote of the persons with such authority shall be binding in ARB review matters. The Declarant may also hire outside ARB representatives (such as architects, engineers, designers, artists, surveyors, builders, contractors, and related persons) and charge such expenses as Common Expenses to the Association and Members.

4.2 New Construction. The ARB (and Declarant during the Declarant ARB period) shall have exclusive oversight of all new construction of any extent or nature on any Lot in BROOKEFIELD ESTATES, including but not limited to modifications, alterations, additions, remodels, renovations, updates, or any such changes to a Lot and the improvements thereon.

4.3 Modifications. The ARB (and Declarant during the Declarant ARB period) shall have exclusive oversight over all modifications, alterations, additions, remodels, renovations, updates, additions, conversions, upgrades, replacements, add-ons, or any such changes to a Lot and the improvements thereon, to existing construction within BROOKEFIELD ESTATES, including but not limited to all exterior improvements, structures, and any appurtenances thereto or components thereof of every type and kind, including but not limited to buildings, outbuildings, accessory structures, gazebos, trellises, porticos, swimming pools, athletic courts, patios, patio covers, awnings, solar panels, wind turbines, painting or other finish materials on any visible

surface, additions, walkways, sprinkler systems, garages, carports, driveways, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, gardens, windbreaks, plantings, trees, shrubs, flowers, vegetables, sod, gravel, bark, exterior lighting, poles, sporting features such as but not limited to basketball goals, signs, exterior tanks, exterior air conditioning units, cooling, heating, and water softening equipment, utilities, patios, pavements, etc. (herein "**Modifications**").

4.4 No Waiver. Each Owner acknowledges that the persons reviewing applications for the ARB (collectively, the "**Reviewer**") will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of the Declaration or the Design Review Guidelines, may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features of proposed activity ("**Work**") within the scope of the terms herein until the Work is completed, in which case it may be necessary to require changes to the improvements involved. Approval of applications for any Work done or proposed shall not be deemed to constitute a waiver of the right of any Reviewer to withhold approval as to any similar applications, or other matters subsequently or additionally submitted for approval.

4.5 Variances. A Reviewer may authorize variances from compliance with any Design Review Guidelines and procedures such as in circumstances where the design meets the intent of the provision sought to be varied and where granting of the variance would enhance design innovation and excellence, or when circumstances such as topography, hardship, or aesthetic or environmental considerations so require.

4.6 Limitation of liability. The standards and procedures established for the ARB do not create any duty to any Person. Review and approval of any application pursuant to the ARB are made on the basis of aesthetic considerations only, and the Declarant, the Architectural Review Board, the Association, the Board, and any committee, or member of any of the foregoing shall not be held liable for any defects in plans revised or approved hereunder, or for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Lot. In all matters, the Reviewer shall be defended and indemnified by the Association.

4.7 Certificate of Compliance. Any Owner may request that the ARB issue a Certificate of Architectural Compliance certifying that there are no known violations of the Design Review Guidelines or the Declaration. The Association shall either grant or deny such request within 30 days after receipt of a written request and may charge a reasonable administrative fee for issuing such certificates.

4.8 Fees for review. The Association, Board, or ARB may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred in having any application reviewed by architects, engineers, surveyors, attorneys, or other professionals. Declarant, the ARB, or the Association may employ architects, engineers, surveyors, attorneys, or other persons as deemed necessary to perform the review. The Board may include the compensation of such persons as a Common Expense to the members.

4.9 Declarant, Architectural Review Board, and ARB Addresses. As of the date of filing of this Declaration and until the control and responsibility of the ARB is delegated to the Association, for purposes of architectural review, Owners and Builders shall submit applications to the following address in the following forms:

DECLARANT, WI—MO, LLC, c/o Sassan Moghadam
221 48TH AVE NW
NORMAN OK 73072

5.1 Maintenance of Lots; Repair and Replacement. Each Owner shall maintain such Owner's Lot, including all landscaping and improvements on each Lot, in a manner consistent with BROOKEFIELD ESTATES Documents and those laws, regulations, and ordinances referenced therein. Unless otherwise specifically provided in BROOKEFIELD ESTATES Documents or in other instruments creating and assigning

maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement, as necessary to maintain the property to a level consistent with BROOKEFIELD ESTATES Documents. Furthermore, by virtue of taking title to a Lot, each Owner covenants and agrees with all other Owners and with the Association to carry property insurance for the full replacement cost of all insurable improvements on such Owner's Lot. Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising such Owner's Lot, the Owner shall proceed promptly to repair or to replace in a manner consistent with the original construction or such other plans and specifications as are approved by the ARB. Alternatively, the Owner shall clear the Lot and maintain it in a neat and attractive, landscaped condition consistent with BROOKEFIELD ESTATES Documents.

6.0 THE ASSOCIATION & ITS MEMBERS

6.1 Purpose of Association. The Association is the entity responsible for management, maintenance, operation and control of the Common Areas. The Association also is the primary entity responsible for enforcement of BROOKEFIELD ESTATES Documents. The Association shall perform its functions in accordance with BROOKEFIELD ESTATES Documents and the laws of the State of Oklahoma.

6.2 Membership. Every Lot Owner is a Member of the Association. There is only one membership per Lot. If a Lot is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to restrictions on voting and in the By-Laws, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, partner or trustee, or by the individual designated from time to time by the Owner in writing provided to the Association.

6.3 Voting. The Association shall have two classes of membership, Class "A" and Class "B."

A. Class "A". Class "A" Members shall be all Owners except the Class "B" Member, if any. Class "A" Members shall have one equal vote for each Lot in which they hold ownership thereof, except that there shall be only one vote per Lot and no vote shall be exercised for any property which is exempt from assessment, except for those owned by the Declarant.

B. Class "B". The sole Class "B" Member shall be Declarant. The Class "B" Member may appoint members of the Board of Directors during the Class "B" Control Period. The Class "B" membership shall terminate upon the earlier of:

i. the Class "B" member no longer owns any Lot or property in BROOKEFIELD ESTATES, and does not own any such Lot or property through an affiliated entity, and has conveyed all ownership in the Lots and properties in BROOKEFIELD ESTATES to successive unaffiliated Builders and third party consumers;

ii. when, in its discretion, Declarant so determines and declares in a Recorded instrument.

Upon termination of the Class "B" membership, Declarant shall be a Class "A" Member entitled to one Class "A" vote for each Lot which it owns.

C. The vote for each Lot owned by a Class "A" Member shall be exercised by the Member representing the Lot. The Member may cast all such votes as it, in its discretion, deems appropriate. In any situation where a Member is entitled personally to exercise the vote for such Member's Lot, and there is more than one Owner of such Lot, the vote for such Lot shall be exercised as the co-Owners determine among themselves and advise the Association in writing prior to the vote being taken. Absent such advice, the Lot's vote shall be suspended if more than one Person seeks to exercise such vote; however the Lot shall be counted for quorum purposes.

7.0 THE ASSOCIATION'S POWERS & RESPONSIBILITIES

7.1 Acceptance and Control of Association Property. The Association, through action of its Board, may acquire, hold, and dispose of tangible and intangible personal property and real property. Declarant and its designees may convey to the Association personal property and fee title, leasehold or other property interests in any real property, improved or unimproved, described in "EXHIBIT A". The Association shall accept and maintain such property at its expense for the benefit of its Members, subject to any restrictions set forth in the deed or other instrument transferring such property to the Association. Upon written request of Declarant, the Association shall re-convey to Declarant any unimproved portions of BROOKEFIELD ESTATES originally conveyed by Declarant to the Association for no consideration, to the extent conveyed by Declarant in error, needed by Declarant to make minor adjustments in property lines, or any other reasonable purpose. The Declarant shall not bear any responsibility for any damages that may be associated with defects in Common Area improvements and construction, to include but not be limited to property damage, personal injury, loss of income, death, loss of use, loss of value, adverse health effects, or any other effects. Any implied warranties, including an implied warranty of workmanlike construction, an implied warranty of habitability, or an implied warranty of fitness for a particular use, are hereby waived and disclaimed.

7.2 Maintenance of Common Areas. The Association shall maintain, or cause to be maintained, in accordance with BROOKEFIELD ESTATES Documents, the Common Areas, such as shown on attached "EXHIBIT A" and described herein, and which additionally may include, but need not be limited to:

A. All portions of and structures situated upon the Common Areas, including but not limited to entryway signage, improvements and landscaping, lighting, surveillance systems, utilities serving the private Association improvements, and any additional Common Area facilities that Declarant or Association chooses to add to the Common Areas;

B. Landscaping within public rights-of-way within or abutting BROOKEFIELD ESTATES;

C. The sidewalks and all improvements as associated with the public street network and entryways;

D. Such portions of any additional property included within the Common Area as may be dictated by this Declaration, any Supplemental Declaration, or any contract or agreement for maintenance thereof entered into by the Declarant or Association;

E. All areas located within BROOKEFIELD ESTATES which serve as part of the storm water drainage system for BROOKEFIELD ESTATES, including improvements and equipment installed therein or used in connection therewith; provided, neither Declarant, the Architectural Review Board, nor the Association shall have any liability for damage or injury caused by flooding or surface runoff resulting from rainfall or other natural occurrences; and

F. Any property and facilities owned by Declarant and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members, such property and facilities to be identified by written notice from Declarant to the Association and to remain a part of the Common Area and be maintained by the Association until such time as Declarant revokes such privilege of use and enjoyment by written notice to the Association.

The Association shall have the right to enter upon, for the purpose of maintaining, and may maintain other property which it does not own, including, without limitation, property dedicated to the public, if the Board determines that such maintenance is necessary or desirable to maintain BROOKEFIELD ESTATES Documents. The costs associated with maintenance, repair, and replacement of the Common Area shall be a Common Expense. Furthermore, in the event of dissolution of the Association, the Board shall determine the means of disposition of the common elements under ownership by the Association.

Except as provided above, the Common Area shall not be reduced by amendment of this Declaration or any other means except with the prior written approval of Declarant as long as Declarant owns any property described in "EXHIBIT A" of this Declaration.

In its sole discretion, the Board shall have the express authority to hire a professional management company to assume the responsibilities and obligations of the Association. Such professional management company shall have all rights and authority granted to the Association under the Documents. All fees or costs related to a professional management company may be included within the Base Assessments of the Addition.

7.3 Insurance. The Association may maintain insurance policies as the Board, in its discretion, determines advisable. The Association shall maintain general liability insurance that names Declarant as an additional insured, and that covers as against all liability claims that arise out of any acts or omissions alleged against the Declarant, the Association, the Board, the ARB, or the officers and directors of the Board.

7.4 Compliance and Enforcement. Every Owner and occupant of a Lot shall comply with BROOKEFIELD ESTATES Documents. The Board may impose sanctions as specific assessments for violation of BROOKEFIELD ESTATES Documents after notice and a hearing in accordance with the procedures set forth in the By-Laws. Such sanctions may include, but are not limited to:

- A. reasonable monetary fines which shall constitute a lien upon the violator's Lot;
- B. suspending an Owner's right to vote in all matters;
- C. suspending any Owner's right to use any facilities that are Common Area;
- D. suspending any services provided by the Association to an Owner if the Owner is more than thirty days delinquent in paying any assessment or other amount owed to the Association;
- E. exercising self-help or taking action to abate any violation of BROOKEFIELD ESTATES Documents in a non-emergency situation;
- F. requiring an Owner, at the Owner's expense, to remove any structure or improvement on such Owner's Lot in violation of the Documents and to restore the Lot to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed;
- G. without liability to any Person, prohibiting any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the BROOKEFIELD ESTATES Documents from continuing or performing any further activities in BROOKEFIELD ESTATES; and
- H. levying Specific Assessments to cover costs incurred by the Association to bring a Lot into compliance with BROOKEFIELD ESTATES Documents.

In addition, the Board may take the following enforcement procedures to ensure compliance with BROOKEFIELD ESTATES Documents: exercising self-help in any emergency situation; and bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both. All remedies set forth in BROOKEFIELD ESTATES Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce BROOKEFIELD ESTATES Documents, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorney's fees and court costs, reasonably incurred in such action.

In addition to any other enforcement rights, if an Owner fails properly to perform such Owner's maintenance responsibility, the Association may Record a notice of violation against the Owner's Lot or perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner. The Association shall provide the Owner with reasonable notice and an opportunity to cure the problem prior to taking such enforcement action, except in an emergency situation as determined by the Board.

The Association shall not be obligated to take any particular action. Any such lack of action shall not be construed a waiver of the right of the Association to enforce such provision at a later time under other circumstances or estop the Association from enforcing any other covenant or rule. The Association may, but shall not be obligated to, enforce applicable city and county ordinances, and may, but shall not be obligated to, permit the City of Oklahoma City to enforce ordinances within BROOKEFIELD ESTATES Properties for the benefit of the Association and its Members.

7.5 Authority. The Association may exercise any right or privilege expressly or impliedly given to the Association by BROOKEFIELD ESTATES Documents. Except as otherwise specifically provided in BROOKEFIELD ESTATES Documents, or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

7.6 Indemnification of Officers, Directors and Others. Subject to Oklahoma law, the Association shall indemnify the Declarant and Declarant's owners, managers, members, employees, and agents, and every officer, director, and committee member of the Association, including the Architectural Review Board, against all damages and expenses, including legal fees, reasonably incurred in connection with any claim, action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member. The Declarant and Declarant's owners, managers, members, employees, and agents, and every officer, director, and committee member of the Association, including the Architectural Review Board shall not be liable for any negligence, except for their own individual gross negligence or intentional torts. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association). The Association shall indemnify and hold harmless each such Declarant, officer, director, and committee member from any and all liability to others on account of any such contract commitment, or action. The Association shall, as a Common Expense, maintain adequate general liability and officers/directors liability insurance per this obligation.

7.7 Provision of Services. The Board may enter into and terminate contracts or agreements with other entities, including Declarant, to provide services to and facilities for the Members and their guests, lessees and invitees; the Board may charge use and consumption fees for such services and facilities. In addition, the Board shall register with the Oklahoma City Clerk's office and provide a list of elected officers and their contact information or with the name and contact information for the agent or attorney of record for the POA and pay the associated registration or renewal fee for the HOA.

7.8 Association's Responsibility with Respect to Transfer of lots. Subsequent to the Class "B" Control Period and if required by law, the Association shall furnish to the purchaser of a Lot, after receipt of notice of a pending sale of the Lot, a copy of the Documents, if not otherwise received by the purchaser in connection with such sale and the Association may charge a fee to cover the costs the Association incurs in providing such.

7.9 Disclaimer of Liability. The Association may, but shall not be obligated to, maintain or support certain activities or services designed to promote the health, safety, and welfare of the Owners and the occupants of any Lot. Notwithstanding anything contained in the Documents, the Association, the Board, the Declarant or related or affiliated entities, shall NOT be liable for or responsible for, or in any manner a guarantor or insurer of the health, safety, or welfare of any Owner or occupant of any Lot or any tenant, guest, or invitee of any Owner or occupant or any property of such persons. Each Owner and occupant of a Lot and each tenant, guest, or invitee shall assume all risks associated with the use and enjoyment of BROOKEFIELD ESTATES, including, but not limited to, all Common Areas and recreational facilities.

7.10 Security. It is the goal of all Owners, including Declarant, to have a safe and healthy environment within BROOKEFIELD ESTATES. The Association may, but shall not be obligated to, maintain or support facilities or services within BROOKEFIELD ESTATES intended to make BROOKEFIELD ESTATES safer than it otherwise might be, provided, neither the Association, its Board, or the Declarant or its related entities, shall in any way be considered the insurers or guarantors of security within BROOKEFIELD ESTATES, nor shall the Association, the Board, or the Declarant and its related entities be held liable for any loss or damage for failure to provide adequate security or the ineffectiveness of security measures undertaken.

8.0 ASSESSMENTS

8.1 Initial Assessment. Prior to the invoicing of assessments, the Board may prepare a budget of the estimated Common Expenses for the coming year. The Association is hereby authorized to levy Base Assessments, pursuant to an initial amount of US\$400.00, per year, against all Lots subject to assessment to fund the Common Expenses. The Board shall send a copy of any prepared budget, together with notice of the amount of the Base Assessment to be levied, to each Owner. The Board may revise a budget and adjust the Base Assessment from time to time during the year, and any years thereafter, in the Board's sole discretion. The Board may prepare and review at least annually reserve budgets. The budgets may take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost.

The Declarant may provide a list of all of the Common Area capital components and their roughly estimated initial construction cost to the Association, and a statement from the Declarant's engineer or architect indicating the roughly estimated useful life of each such element. The Association may maintain an annual "reserve assessment" equal to the initial cost of each component divided by the estimated number of years that each component is roughly estimated to remain useful, i.e. a ten thousand dollars (\$10,000.00) component with a useful life of ten years would require that \$1,000 be included in each annual budget, divided equally by the number of members in the Association.

8.2 Special Assessments. In addition to other authorized Base Assessments, the Association may levy Special Assessments to cover unbudgeted expenses or expenses in excess of amounts budgeted, including but not limited to any cost and expense related to indemnification of the Declarant. Any such Special Assessment may be levied against the entire membership. Except as otherwise specifically provided in this Declaration, any Special Assessment shall require the affirmative vote or written consent of Members representing more than 50% of the total votes allocated to Lots which will be subject to such Special Assessment, and the affirmative vote or written consent of the Class "B" Member, if such exists. Special Assessments shall be payable in such manner and at such times as determined by the Board.

8.3 Specific Assessments. The Association shall have the power to levy Specific Assessments against any particular Lot to cover the costs, including overhead and administrative costs, of providing services to a Lot upon request of an Owner, or to cover costs incurred in bringing a Lot into compliance with BROOKEFIELD ESTATES Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of a Lot, their agents, contractors, employees, licensees, invitees, or guests; provided, the Board shall give the Lot Owner prior written notice and an opportunity for a hearing, in accordance with the Bylaws, before levying any Specific Assessment.

8.4 Authority To Assess Owners; Time of Payment. Declarant hereby establishes and the Association is hereby authorized to levy assessments as provided for in the BROOKEFIELD ESTATES Documents. The obligation to pay assessments shall commence on a date determined in the sole discretion of the Declarant. Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments at the closing of the transfer of title to a Lot and impose special requirements for Owners with a history of delinquent payment. Unless the Board otherwise provides, the Base Assessment shall be due and payable in advance on the first day of each fiscal year.

8.5 Obligation for Assessments. Each Owner, by accepting a deed or entering into a Recorded contract of sale for any portion of BROOKEFIELD ESTATES, is deemed to covenant and agree to pay all assessments authorized in BROOKEFIELD ESTATES Documents, including those sanctions needed for enforcement discussed in Paragraph 7.4. All assessments, together with interest (computed from its due date at a rate of 10% per annum or such higher rate as the Board may establish, subject to the limitations of Oklahoma law), late charges as determined by Board resolution, costs, and reasonable attorneys' fees, shall be the personal obligation of each Owner and a lien upon each Lot until paid in full. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance.

Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay

assessments. In such event, each Owner shall continue to pay Base Assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

No Owner may exempt themselves from liability for assessments by non-use of Common Area, abandonment of a Lot, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association to take some action or perform some function required of it.

The Association shall, upon written request from an Owner, Mortgagee, or other Person designated by the Owner, furnish a certificate, signed by an officer of the Association stating whether assessments for such Owner's Lot have been paid and any delinquent amount. Such certificate shall be binding upon the Association, the Board, and the Owners. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

8.6 Lien for Assessments. All assessments and other charges of the Association authorized in this Declaration shall constitute a lien against the Lot against which they are levied from the time such assessments or charges become delinquent until paid. The lien shall also secure payment of interest (subject to the limitations of Oklahoma law), late charges (subject to the limitations of Oklahoma law), and costs of collection (including attorneys' fees, lien fees and administrative costs). Such lien shall be superior to all other liens, except those deemed by Oklahoma law to be superior. The Association may enforce such lien, when any assessment or other charge is delinquent, by lawsuit, judgment, and foreclosure. The sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments. However, the sale or transfer of any Lot pursuant to foreclosure of the first Mortgage shall extinguish the lien as to any installments of such assessments due prior to the Mortgagee's foreclosure.

8.7 Exempt Property. Notwithstanding any provision to the contrary in the Documents, the following property shall be exempt from payment of Base Assessments, and Special Assessments:

A. All Common Area and such portions of the property owned by Declarant as are included in the Common Area;

B. All property held by the Declarant or its affiliated entities. The Declarant and its affiliated entities shall also be exempt from all assessments, Special Assessments, Specific Assessments, and any other charges, sanctions or fines.

C. All Lots owned by an approved Builder in the BROOKEFIELD ESTATES Addition so long as such Builder is an approved Builder and only for so long as up to a maximum of one year during such time as the Builder has acquired title to a Lot from the Declarant and Builder is in the process of constructing ARB approved improvements to the Lot. The exemption for each Builder automatically expires one year after the Builder takes title to the Lot. Each Builder shall have up to twelve months to complete construction of the dwelling on the Lot.

9.0 EXPANSION OF BROOKEFIELD ESTATES

9.1 Expansion by Declarant. Declarant may from time to time, subject to the provisions of this Declaration, add to all or any portion of the property described in "**EXHIBIT A**" by Recording a Supplemental Declaration describing the additional property to be subjected. A Supplemental Declaration Recorded pursuant to this Declaration shall not require the consent of any Person except the owner of such annexed property, if other than Declarant. Declarant may transfer or assign the right to annex property to any Person who is a purchaser of any portion of the real property described in "**EXHIBIT A**". Nothing in this Declaration shall be construed to require Declarant or any successor to subject additional property to this Declaration.

9.2 Additional Covenants and Easements. Declarant may subject any portion of BROOKEFIELD ESTATES to additional covenants and easements, including covenants obligating the Association to maintain and insure such property and authorizing the Association to recover its costs through assessments. Such

additional covenants and easements may be set forth either in a Supplemental Declaration subjecting such property to this Declaration or in a separate Supplemental Declaration referencing property previously subjected to this Declaration. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property. A Supplemental Declaration shall be effective upon Recording unless otherwise specified in such Supplemental Declaration.

10.0 ADDITIONAL RIGHTS RESERVED TO DECLARANT

10.1 Withdrawal of Property. Declarant reserves the right to amend this Declaration for the purpose of removing from the coverage of this Declaration any portion of BROOKEFIELD ESTATES which has not yet been improved with structures. Such amendment shall not require the consent of any Person other than the Owner(s) of the property to be withdrawn, if such Owner is not Declarant.

10.2 Marketing and Sales Activities. Declarant and Builders authorized by Declarant may construct and maintain upon portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of Lots, including, but not limited to, sales offices, signs, and model homes.

10.3 No Protest. Declarant and its employees, agents and designees shall have a right of access and use and an easement over and upon all of the Common Area for the purpose of making, constructing and installing such improvements to the Common Area as it deems appropriate in its sole discretion. No Association funds shall be used to challenge, protest, object to, or otherwise interfere with the Declarant's development activities in BROOKEFIELD ESTATES or in properties nearby to BROOKEFIELD ESTATES.

10.4 Right To Approve Changes in Standards. No amendment to or modification of any Rules and Regulations shall be effective without prior notice to and the written approval of Declarant so long as Declarant owns property in BROOKEFIELD ESTATES.

10.5 Right To Transfer or Assign Declarant Rights. Any or all of the special rights and obligations of Declarant set forth in this Declaration or the By-Laws may be transferred in whole or in part to other Persons. No such transfer or assignment shall be effective unless it is in a written instrument signed by Declarant. The foregoing sentence shall not preclude Declarant from permitting other Persons to exercise, on a one time or limited basis, any right reserved to Declarant in this Declaration where Declarant does not intend to transfer such right in its entirety.

10.6 Exclusive Rights To Use Name of Development. No Person shall use the name "BROOKEFIELD ESTATES" or any derivative of such name in any printed, electronic, or promotional material without Declarant's prior written consent. However, Owners may use the name "BROOKEFIELD ESTATES" in printed matters where such term is used solely to specify that Owner's property is located at BROOKEFIELD ESTATES and the Association shall be entitled to use the word "BROOKEFIELD ESTATES" in its name.

10.7 Termination of Rights. The rights contained in this Section 10 provisions shall not terminate until the termination of the Class "B" Control Period. Upon the termination of the Class "B" Control Period, the Declarant shall provide the board of directors the following, to the extent that such items are in the control and possession of Declarant: (i) all relevant and current association books and records including minute books and rules and regulations which may have been promulgated, (ii) a statement of receipts and expenditures from the date of the recording of the association documents to the end of the accounting period immediately succeeding the first election of the board of directors by the home owners if and to the extent available, (iii) a copy of the latest available approved plans and specifications for all improvements in the project and as-built plans if and to the extent available, (iv) all insurance policies currently in force, (v) all unexpired warranties relative to any common improvements if any and to the extent available, (vi) any contracts in which the association is a contracting party and which are currently in force, and (iv) a list of manufacturers of paints, roofing materials, and other similar

materials if specified for use on the association property (The POA shall keep records of receipts and expenditures affecting the operation and administration of the POA. All financial books and records shall be kept in accordance with reasonable accounting principles applied on a consistent basis. Financial records must be made available to lot owners at reasonable business hours or at a mutually convenient time and location, within thirty (30) days after receipt of a written notice identifying the specific books and records of the POA requested to be reviewed, however, such requests may not be made more than once per year).

11.0 EASEMENTS

11.1 Easements in Common Area. Declarant grants to each Owner a nonexclusive right and easement of use, access, and enjoyment in and to the Common Area, subject to:

- A. BROOKEFIELD ESTATES Documents and any other applicable covenants;
- B. The Board's right to:
 - i. adopt rules regulating the use and enjoyment of the Common Area, including rules limiting the number of guests who may use the Common Area;
 - ii. suspend the right of an Owner to use facilities within the Common Area:
 - a. for any period during which any charge against such Owner's Lot remains delinquent; or
 - b. for a period not to exceed 30 days for a single violation or for a longer period in the case of any continuing violation, of BROOKEFIELD ESTATES Documents;
 - iii. dedicate or transfer all or any part of the Common Area, subject to such approval requirements as may be set forth in this Declaration; and
 - iv. mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

Any Owner may extend the rights of use and enjoyment hereunder to the members of such Owner's family, lessees, and social invitees, as applicable, subject to reasonable regulation by the Board. An Owner who leases a Lot shall be deemed to have assigned all such rights to the lessee of such Lot for the period of the lease.

Declarant, so long as Declarant owns any property described in "EXHIBIT A", and the Association shall have the right to grant easements in and to the Common Area to any service provider or third-party contractor as may be necessary, in the sole discretion of Declarant or the Association.

11.2 Easements for Utilities, Etc. The property described in "EXHIBIT A" shall be subject to such easements as are set forth in all separate, duly Recorded instruments, including without limitation, all applicable plats, dedications, easements. Declarant and the Association, for themselves and their respect successors and assigns, each reserve the right to grant, convey, and dedicate over, upon, beneath, and across any land owned by it, any and all easements if may deem appropriate. Declarant hereby reserves for itself and its duly authorized agents, successors, assigns, and mortgagees, an easement over the Common Area for the purposes of enjoyment, use, access, and development of the property described in "EXHIBIT A". This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of roads and for connecting and installing utilities on such property.

11.3 Easements for Maintenance, Emergency and Enforcement. Declarant reserves to itself and grants to the Association easements over BROOKEFIELD ESTATES and all Lots therein to the extent necessary to enable the Association to fulfill its maintenance responsibilities. The Association shall also have the right, but not the obligation, to enter upon any Lot for emergency, security, and safety reasons, to perform maintenance and to inspect for the purpose of ensuring compliance with and enforce BROOKEFIELD ESTATES Documents; provided, however, except to avoid imminent threat of personal injury or property damage, entry into any portion of any property not generally open to the public shall only be authorized during reasonable hours and after receipt of the consent of the Owner or occupant, which consent shall not unreasonably be withheld.

11.4 Easements for Irrigation, Detention/Retention Maintenance, and Flood Water. To the extent that any lakes, ponds, channels, detention ponds, retention areas, collections of storm water drainage, and any accretions or avulsions of the same (collectively, Detention/Retention Area) is located within the Common Area, this Declaration hereby creates, in favor of Declarant and/or the Association, and their successors, assigns, and designees, the nonexclusive right and easement, but not the obligation, to enter upon any Detention/Retention Area located within the Common Area to: install, operate, maintain, and replace any pumps that may supply irrigation water to the Common Area; construct, maintain, and repair structures and equipment used for retaining water; and maintain such areas in a manner consistent with BROOKEFIELD ESTATES Documents. Furthermore, Declarant, the Association, and their successors, assigns and designees shall have an access easement over and across any of BROOKEFIELD ESTATES abutting or containing any Detention/Retention Area. Additionally, Declarant reserves for itself, the Association, and their successors, assigns and designees, a perpetual, nonexclusive right and easement of access and encroachment over the Common Area and Lots (but not the dwellings thereon) adjacent to or within 100 feet of any Detention/Retention Areas at BROOKEFIELD ESTATES, in order to: alter in any manner and generally maintain any water body within the Common Area; and, maintain and landscape the slopes and banks pertaining to such areas. Nothing herein shall be construed to make Declarant, the Association, or any other Person liable for damage or injury resulting from flooding or surface runoff due to rainfall or other natural occurrences.

11.5 Easements for Drainage Areas. This Declaration hereby creates in favor of Declarant, so long as Declarant owns any property described in "EXHIBIT A", and the Association, and their successors, assigns, and designees, the nonexclusive right and easement to enter upon drainage ways, drainage culverts, natural drainage areas, washes and wash areas, and other areas of BROOKEFIELD ESTATES, including areas within Lots, used to drain surface runoff, flood waters, or waters for water quality purposes, and any improvements and equipment installed or used in connection therewith (collectively, "Drainage Areas") to install, maintain, repair, and replace such areas and property, or to bring the Drainage Areas within compliance of any local, state, or federal law, ordinance or regulation. Except to avoid imminent threat of personal injury or property damage, entry onto any portion of any property not generally open to the public shall only be authorized during reasonable hours and after receipt of the Owner's or occupant's consent, which consent shall not unreasonably be withheld.

11.8 Easements for Screening and Fencing. This Declaration hereby creates in favor of Declarant, so long as Declarant owns any property described in "EXHIBIT A", and the Association, and their successors, assigns, and designees, the nonexclusive right and easement to enter upon Lots and other areas within BROOKEFIELD ESTATES, on which screening and fencing has been installed for the purpose of improving the aesthetic quality of the Property. Except to avoid imminent threat of personal injury or property damage, entry onto any portion of any property not generally open to the public shall only be authorized during reasonable hours and after receipt of the Owner's or occupant's consent, which consent shall not unreasonably be withheld.

12.0 DISPUTE RESOLUTION

12.1 Consent to litigation. Except as provided in this Declaration, the Association shall not commence a judicial or administrative proceeding without the approval at least fifty percent (50%) of the Members. This provision shall not apply, however, to:

- A. actions brought by the Declarant or Association to enforce BROOKEFIELD ESTATES Documents (including, without limitation, the foreclosure of liens);
- B. the imposition and collection of assessments;
- C. proceedings involving challenges to ad valorem taxation; or
- D. counterclaims brought by the Declarant or Association in proceedings instituted against it.

Prior to the Association or any Member commencing any judicial or administrative proceeding to which Declarant is a party and which arises out of an alleged defect at BROOKEFIELD ESTATES or any improvement constructed upon BROOKEFIELD ESTATES, Declarant shall have the right to be heard by the Members, or the particular Member, and to access, inspect, correct the condition of, or redesign any portion of BROOKEFIELD

ESTATES, including any improvement as to which a defect is alleged. Any such access, inspection, correction, or redesign shall occur only in the sole discretion of the Declarant.

12.2 Dispute Resolution and Enforcement. Prior to the Association or any Member bringing any judicial or administrative proceeding under the Documents or for a claim against the Declarant or Association, such Person making a claim shall undergo formal mediation with the other party in a good faith effort toward resolution of the dispute. In the event good faith negotiations fail to resolve the dispute, the Person shall thereafter be entitled to sue in Oklahoma County District Court. Each Party shall bear its own costs of any mediation, including attorneys' fees, and each Party shall share equally all charges rendered by any mediator. Each Owner shall comply strictly with the Documents, including any rules, regulations, and resolutions of the Association. Failure to so comply shall be grounds for the taking of such actions elsewhere provided for in the Documents, including but not limited to the institution of legal proceedings in an action at law and/or in equity. Should the Declarant or Association engage legal counsel for representation of any claims brought against either, all costs associated with such engagement, including litigation costs and expenses shall be recovered from the other party, which may be a Specific Assessment if the other party is a Member, and all such expenses may be reimbursed from the Members through a Special Assessment. No delay, failure, or omission on the part of the Declarant or Association in exercising any right, power, or remedy provided in these Documents shall be construed as an acquiescence thereto or shall be deemed a waiver of the right to enforce such right, power, or remedy thereafter as to the same violation or breach, and shall act as no bar to enforcement.

13.0 MORTGAGEE MATTERS

13.1 Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage (an "Eligible Holder"), which provides a written request to the Association will be entitled to timely written reply notice of any delinquency in the payment of assessments or charges owed by a Lot subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of more than ninety days, or any other violation of BROOKEFIELD ESTATES Documents relating to such Lot or the Owner or Occupant which is not cured within ninety days. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

13.2 FHLMC. This Declaration and the BROOKEFIELD ESTATES Documents, shall not conflict with the requirements of the Federal Home Loan Mortgage Corporation, to the extent that such requirements conflict with the BROOKEFIELD ESTATES Documents and interfere with financing applicable to Lots or Common Areas within BROOKEFIELD ESTATES.

13.3 Failure of Mortgagee To Respond. Any Mortgagee who receives a written request from the Declarant or Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within 30 days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

14.0 CHANGES IN COMMON AREA

14.1 Condemnation. If any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Members representing at least 67% of the total Class "A" votes in the Association and of Declarant, as long as Declarant owns any property subject to the Declaration) by any authority having the power of condemnation or eminent domain, such award or proceeds shall be payable to the Association and used for such purposes as the Board shall determine, or the Declarant if the Declarant is still the title owner of such real property being condemned. If the taking or conveyance involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent available, unless within 60 days after such taking, Declarant, so long as Declarant owns any property subject to the Declaration, or Members representing at least 75% of the total Class "A" vote of the Association shall otherwise agree.

- A. to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination;
- B. to enable any reputable title insurance company to issue title insurance coverage on the Lots;
- C. to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Lots; or
- D. to satisfy the requirements of any local, state or federal governmental agency.

15.2 By Class "A" Members. Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written acknowledged consent, or any combination thereof, of Members representing at least 75% of the total Class "A" votes in the Association, including 75% of the Class "A" votes held by Members other than Declarant, and the consent of Declarant, so long as Declarant owns any property subject to this Declaration. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

15.3 Validity and Effective Date. No amendment may remove, revoke, or modify any right or privilege of Declarant or the Class "B" Member without the written consent of Declarant or the Class "B" Member, respectively (or the assignee of such right or privilege). Any amendment shall become effective upon Recording, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six months of its Recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

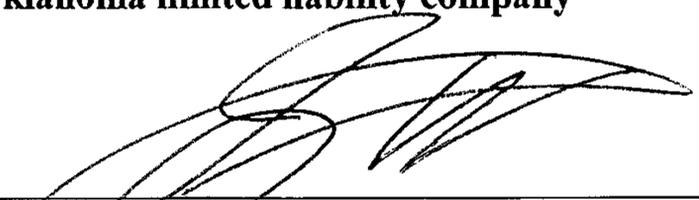
15.4 Exhibits. The exhibits attached to this Declaration are incorporated herein to this Declaration by this reference and such exhibits shall be of same force and effect as this Declaration.

IN WITNESS WHEREOF, the undersigned Declarant has executed the BROOKEFIELD ESTATES Declaration and attached exhibits the date and year first written above.

**WI—MO, LLC, the "DECLARANT,"
an Oklahoma limited liability company**


By: Sassan Moghadam
Title: Manager

**WI—MO, LLC, the "DECLARANT,"
an Oklahoma limited liability company**

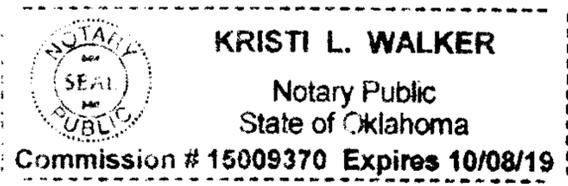

By: Joey Wishnuck
Title: Manager

ACKNOWLEDGEMENT

State of Oklahoma)
)
County of Cleveland) ss.

Before me, the undersigned Notary Public in and for the above county and state, on the date of December 8 2017, personally appeared Sassan Moghadam, as Manager of WI—MO, LLC, known to me to be the identical person who executed his name to the foregoing Declaration, who is the duly authorized agent for the Declarant for such executed Declaration, who acknowledged to me that he did so as his free and voluntary act on behalf of the Declarant for the uses and purposes set forth in the Declaration. Subscribed and sworn to before me the date next written above.

Seal:



N.P. signature:

Kristi L. Walker

N.P. commission expires:

10/08/19

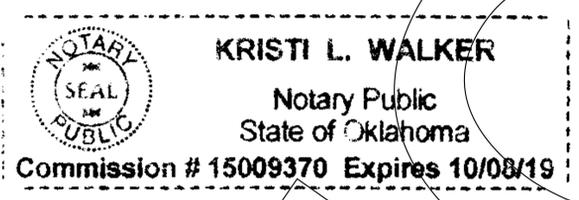
N.P. commission number:

15009370

State of Oklahoma)
)
County of Cleveland) ss.

Before me, the undersigned Notary Public in and for the above county and state, on the date of December 8 2017, personally appeared Joey Wishnuck, as Manager of WI—MO, LLC, known to me to be the identical person who executed his name to the foregoing Declaration, who is the duly authorized agent for the Declarant for such executed Declaration, who acknowledged to me that he did so as his free and voluntary act on behalf of the Declarant for the uses and purposes set forth in the Declaration. Subscribed and sworn to before me the date next written above.

Seal:



N.P. signature:

Kristi L. Walker

N.P. commission expires:

10/08/19

N.P. commission number:

15009370

ACKNOWLEDGEMENT

State of Oklahoma)
)
County of Cleveland) ss.

Before me, the undersigned Notary Public in and for the above county and state, on the date of _____ 2017, personally appeared Sassan Moghadam, as Manager of WI—MO, LLC, known to me to be the identical person who executed his name to the foregoing Declaration, who is the duly authorized agent for the Declarant for such executed Declaration, who acknowledged to me that he did so as his free and voluntary act on behalf of the Declarant for the uses and purposes set forth in the Declaration. Subscribed and sworn to before me the date next written above.

Seal:

N.P. signature: _____

N.P. commission expires: _____

N.P. commission number: _____

State of Oklahoma)
)
County of Cleveland) ss.

Before me, the undersigned Notary Public in and for the above county and state, on the date of _____ 2017, personally appeared Joey Wishnuck, as Manager of WI—MO, LLC, known to me to be the identical person who executed his name to the foregoing Declaration, who is the duly authorized agent for the Declarant for such executed Declaration, who acknowledged to me that he did so as his free and voluntary act on behalf of the Declarant for the uses and purposes set forth in the Declaration. Subscribed and sworn to before me the date next written above.

Seal:

N.P. signature: _____

N.P. commission expires: _____

N.P. commission number: _____

EXHIBIT A

(page 2 of 2)

Legal Description

A tract of land being a part of the North One-third (N 1/3) of the Northeast Quarter of Section 4, Township 13 North, Range 4 West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

COMMENCING at northeast corner of said North One-third of the Northeast Quarter of Section 4;

THENCE South 89°59'12" West, along the north line of said Northeast Quarter, a distance of 969.66 feet to the POINT OF BEGINNING;

THENCE South 00°05'38" West, parallel with the west line of said Northeast Quarter, at a distance of 33.00 feet passing a 1/2" iron pin with ED Hill CA2688 cap found for reference and continuing for a total distance of 923.22 feet to a 1/2" iron pin with ED Hill CA2688 cap found for corner in the south line of said North 1/3 of the Northeast Quarter of Section 4;

THENCE South 89°54'03" West, along the south line of said North 1/3 of the Northeast Quarter, a distance of 607.63 feet to a 1/2" iron pin with ED Hill CA2688 cap found for corner;

THENCE North 00°05'38" East, parallel with the west line of said Northeast Quarter, a distance of 499.88 feet;

THENCE South 89°30'05" East a distance of 307.64 feet;

THENCE North 00°05'38" East a distance of 427.00 feet to a point on the north line of said Northeast Quarter;

THENCE North 89°59'12" East, along said north line, a distance of 300.00 feet to the POINT OF BEGINNING.

Said described tract of land contains a gross area of 430,317 square feet or 9.8787 acres and a net area (less street rights of way) of 415,317 square feet or 9.5344 acres, more or less.

EXHIBIT B

INITIAL RULES AND REGULATIONS FOR BROOKEFIELD ESTATES

The following Rules and Regulations shall apply to all of BROOKEFIELD ESTATES until such time as they are amended, modified, repealed or limited by the Declarant or Association pursuant to the Declaration.

1. **General.** BROOKEFIELD ESTATES shall be used only for residential single family dwellings and related purposes (which includes, but is not limited to, an office for any real estate broker retained by Declarant to assist in the sale of Lots, offices for any property manager retained by the Association, or business offices for Declarant or the Association) consistent with the Declaration.

2. **Restrictions.** The following activities are prohibited in BROOKEFIELD ESTATES unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board (provided, the Board shall have no obligation to take action to prevent any such activities):

2.1 **Parking.** Parking any vehicles on public or private streets or thoroughfares, or parking of commercial vehicles or equipment, mobile homes, recreational vehicles, golf carts, boats and other watercraft, trailers, construction equipment, construction vehicles, tractors, semi-trucks, flatbed trucks, heavy equipment, service vehicles, stored vehicles, or inoperable vehicles in places other than enclosed garages; provided, construction, service and delivery vehicles shall be exempt from this provision for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Area, but for no longer than a twenty four (24) hour period;

2.2 **Pets.** Raising, breeding, or keeping animals, livestock, or poultry of any kind is prohibited, except that a reasonable number of dogs, cats, or other usual and common household pets may be permitted in a Lot. No more than three dogs and cats shall be allowed on any one Lot at any time. Any pets which are permitted to roam free, or, in the sole discretion of the Board, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Lots shall be removed upon the Board's request. If the pet owner fails to honor such request, the Board may remove the pet. Dogs shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the dwelling. Certain breeds of dogs may be prohibited under all circumstances in BROOKEFIELD ESTATES, and as of these initial Rules, dogs of pit bull breed are prohibited. Pets shall be registered, licensed and inoculated as required by law;

2.3 **Noxious, Offensive Activity.** Any activity which emits foul or obnoxious odors outside the Lot or creates noise or other conditions which tend to disturb the peace or threaten the safety of the occupants of other Lots;

2.4 **Violations of Law.** Any activity that violates local, state, or federal laws or regulations;

2.5 **Unclean Environment.** Activities that tend to cause an unclean, unhealthy, or untidy condition to exist outside of enclosed structures on the Lot;

2.6 **Common Area Uses.** Any noxious or offensive activity which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the occupants of other Lots;

2.7 **Burning.** Outside burning of trash, leaves, debris, or other materials;

2.8 **Audible Discharge.** Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be audible to occupants of other Lots, except alarm devices used exclusively for security purposes;

2.9 Firecrackers, Firearms and Explosives. Use and discharge of firecrackers and other fireworks, firearms, and other explosives;

2.10 Dumping. Dumping grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances on any Lot or Common Area and in any drainage ditch, stream, pond, or lake, or elsewhere within BROOKEFIELD ESTATES, except that fertilizers may be applied to landscaping on Lots provided care is taken to minimize runoff;

2.11 Accumulation of Debris. Accumulation of rubbish, trash, or garbage except between regular garbage pick-ups, and then only in approved containers;

2.12 Obstructions. Obstruction or altering drainage flows after location and installation of drainage swales, storm sewers, or storm drains, except that Declarant and the Association shall have such right;

2.13 Subdivision of Lots. Subdivision of a Lot into two or more Lots, or changing the boundary lines of any Lot after a subdivision plat including such Lot has been approved and Recorded, except that Declarant shall be permitted to subdivide or replat Lots which it owns;

2.14 Use of Water Areas. Swimming, boating, use of flotation devices, or other active use of lakes, ponds, streams, or other bodies of water within BROOKEFIELD ESTATES. The Declarant and/or Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of rivers, lakes, ponds, streams or other bodies of water within or adjacent to BROOKEFIELD ESTATES;

2.15 Combustible Materials. On-site storage of gasoline, heating, or other fuels, except that a reasonable amount of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment.

2.16 Business Uses. Any business, trade, or similar activity, whether for-profit or non-profit, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as:

A. the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Lot;

B. the business activity conforms to all zoning requirements for BROOKEFIELD ESTATES;

C. the business activity does not involve door-to-door solicitation of residents of BROOKEFIELD ESTATES or constitutes a day care facility;

D. the business activity does not, in the Board's reasonable judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles being parked in BROOKEFIELD ESTATES which is noticeably greater than that which is typical of Lots in which no business activity is being conducted; and

E. the business activity is consistent with the residential character of BROOKEFIELD ESTATES and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of BROOKEFIELD ESTATES, as may be determined in the Board's sole discretion.

Leasing of a Lot shall not be considered a business or trade. This subsection shall not apply to any activity conducted by Declarant or a Builder approved by Declarant with respect to its development and sale of BROOKEFIELD ESTATES or its use of any Lots which it owns within BROOKEFIELD ESTATES.

2.17 Garage Conversions. Conversion of any carport or garage to space for use as living area on any Lot;

2.18 Operation of Motorized Vehicles. Operation of motorized vehicles, including but not limited to motorcycles, scooters, mopeds, go-carts, and golf carts, on sidewalks, pathways or trails, except that motorized carts may be operated by those requiring the same for medical purposes; and

2.19 Construction Activities. Any construction, erection, placement, or Modification, permanently or temporarily, on the outside portions of the Lot, whether such portion is improved or unimproved, except in strict compliance with the provisions of the Declaration, the ARB, and the Design Review Guidelines. This shall include, without limitation, signs, basketball hoops, swing sets, trampolines, bike ramps, and similar sports and play equipment; clotheslines; garbage cans; woodpiles; above-ground swimming pools; and hedges, walls, dog runs, animal pens, or fences of any kind; satellite dishes and antennas, etc.

2.20 Drones. No drone or flying aircraft shall be used to infringe upon the privacy or security of Owners. All use of drones or other flying aircraft is done so at the sole risk of the respective operator.

3. Prohibited Conditions. The following shall be prohibited at BROOKEFIELD ESTATES:

3.1 Plants, animals, devices, or other things whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of BROOKEFIELD ESTATES;

3.2 Structures, equipment, or other items on the exterior portions of a Lot which have become dilapidated, or otherwise fallen into disrepair; and

3.3 Sprinkler or irrigation systems or wells of any type which draw upon water from lakes, creeks, streams, rivers, ponds, wetlands, canals, or other ground or surface waters within BROOKEFIELD ESTATES, except that Declarant and the Association shall have the right to draw water from such sources.

3.4 Outbuildings, Temporary Structures. Except as otherwise provided in the Design Review Guidelines, no temporary sheds, outbuildings, or temporary accessory buildings are allowed. Any sheds, outbuildings, or accessory buildings of any type or nature must obtain ARB approval prior to installation.

4. Leasing of Dwellings. "Leasing, leased, and lease" for purposes of this Section 4, is defined as regular, exclusive occupancy of a dwelling by any person, other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or compensation. "Owner Occupied Units" are defined for purposes of this Section 4 as dwellings occupied solely by the Owner, the members of the family of the Owner or other guests and invitees of the Owner who occupy without the payment of rent, as the occupant's principal residence or second home. All Persons who intend to lease a dwelling or Lot in any manner, shall provide written notice to the Association and Declarant within thirty (30) days of signing any lease on the Lot. The Association will keep a record of the Owner Occupied Units and leased Units. Each lease shall be for a term of no less than 12 months and each lessee shall expressly agree to the terms of the Documents.

4.1 Leasing Restricted. Within BROOKEFIELD ESTATES, dwellings and Lots may be leased, provided the total percentage of leased Lots within the BROOKEFIELD ESTATES shall not exceed ten percent (10%) of the total number of Lots within BROOKEFIELD ESTATES. Upon the occurrence of a decrease below the 10% leasing restriction of Lots within BROOKEFIELD ESTATES, Lots will be permitted to be leased on a first requested, first permitted basis, until the number of units which are leased reaches 10%, at which time no further Lots shall be leased until the number of leased Lots drops below 10%. The Leasing restrictions do not apply to the Declarant or affiliated entities of Declarant.

4.0 Professional Management Restrictions.

4.1 "Professional Manager" shall mean a person or entity that professionally manages residential real estate and has been a licensed real estate broker or sales associate within the State of Oklahoma, and has been so licensed for a period of no less than three (3) years from the date such person seeks to manage a Lot in BROOKEFIELD ESTATES;

4.2 Leased Lot Requirements.

A. Professional Management. Each Leased Lot shall be Professionally Managed by a Professional Manager, and prior to the date any Lot shall become a Leased Lot, each Professional Manager shall provide the following to the Association:

- i. Name, business address, mobile and office telephone and facsimile numbers, and email address for the individual Professional Manager;
- ii. Professional Manager entity name, business address, telephone and facsimile numbers, and email address for the entity Manager;
- iii. Date first began property management of residential real estate;
- iv. Five representative property address references and contacts; and
- v. Copies of adequate insurance coverage, including but not limited to liability and casualty on each structure located on the Leased Lot.

B. Familiarity with Documents. Each Professional Manager, their staff, employees, and agents shall demonstrate a familiarity with the Documents, and shall agree to review the same with each tenant, lessee, or occupant. Each Professional Manager and Leased Lot/Unit Owner shall acknowledge the existence of the Declaration and Documents and shall expressly agree that the Leased Lot shall be maintained in conformity to such, each personally agreeing to bear any expense incurred by the Declarant and Association in bringing the Leased Lot into compliance with the Documents.

C. Leased Lot Sign Restrictions. Each Professional Manager shall comply with any applicable sign restriction contained within the Design Review Guidelines to the Addition. No For Rent or For Lease signs shall be allowed to be placed on any Lot for any length of time in any location.

UNOFFICIAL

EXHIBIT C

BYLAWS OF BROOKEFIELD ESTATES ASSOCIATION, INC.

Article 1 Name, Principal Office, and Definitions

1.1 Name. The name of the corporation is BROOKEFIELD ESTATES ASSOCIATION, INC. (the "Association"). It is noted that the Developer may change the name as the Addition is marketed and publicly referred to hereafter. Such change in the name of the Addition as publicly marketed and managed shall not in any way affect the enforcement or application of these Bylaws and related documents and filings. In the event that a different name is used, the Association name may be changed accordingly to reflect the change.

1.2 Principal Office. The initial principal office of the Association shall be located at 221 48TH AVE NW, NORMAN OK 73072. The Association may have such other offices as the Board of Directors may determine or as the affairs of the Association may require.

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

2.0 Association Membership, Meetings, Quorum, Voting, Proxies

2.1 Membership. The Association shall have two classes of membership, Class "A" and Class "B," as more fully set forth in the Declaration and incorporated herein by this reference.

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

2.3 Annual Meetings. The first meeting of the Association, whether a regular or special meeting, shall be held at such time as in the sole discretion of the Declarant that sufficient Lots are owner-occupied as to warrant an Association meeting. Meetings shall be open to all Members. Subsequent regular annual meetings shall be set by the Board to occur on a date and at a time set by the Board.

2.4 Special Meetings. Subject to the Declarant's discretion, the President may call special meetings. In addition, it shall be the duty of the President, subject to Declarant approval, to call a special meeting if so directed by a petition signed by at least 25% of the total Class "A" Members of the Association.

2.5 Notice of Meetings. Written notice stating the place, day, and hour of any meeting of Members shall be posted at each entrance to BROOKEFIELD ESTATES or delivered, either personally or by mail or email, to each Member entitled to vote at such meeting, and, if required by law, to all Members not less than five nor more than sixty days before the date of such meeting, by or at the direction of the President or Board. In the case of a special meeting or when otherwise required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

2.6 Waiver of Notice. Waiver of notice of a meeting of Members shall be deemed the equivalent of proper notice. Attendance at a meeting by a Member shall be deemed a waiver by such Member of notice of the time, date, and place thereof.

2.7 Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of Members who are present at such meeting may adjourn the meeting to a time not less than five nor more than thirty days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting

or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

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

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

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

2.11 Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence of Members representing a majority of the total Class "A" votes in the Association shall constitute a quorum at all meetings of the Association.

2.12 Conduct of Meetings. The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meetings.

3.0 Board of Directors: Number, Powers, Meetings

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

If a required by law, the Association must annually register with the City of Oklahoma City, Oklahoma Clerk's office and provide a list of then currently elected officers and their contact information or with the name and contact information for the agent or attorney of record for the Association.

3.2 Number of Directors. The Board shall consist of no less than three or more than seven directors, as provided herein. The initial Board shall consist of three directors as identified in the Articles of Incorporation.

3.3 Directors During Class "B" Control Period. Subject to the provisions herein, the directors shall be selected by the Class "B" Member acting in its sole discretion and shall serve at the pleasure of the Class "B" Member until the first to occur of the following:

- A. when the Class B Control Period should cease; or
- B. when, in its discretion, the Class "B" Member so determines.

3.4 Nomination and Election Procedures.

A. Nominations and Declarations of Candidacy. Prior to each election of directors, the Board shall prescribe the opening date and the closing date of a reasonable filing period in which each and every eligible person who has a bona-fide interest in serving as a director may file as a candidate for any position to be filled by Class "A" votes. The Board shall also establish such other rules and regulations as it deems appropriate to conduct the nomination of directors in a fair, efficient, and cost-effective manner.

A. Election Procedures. Each Member may cast all votes assigned to the Lots which such Member represents for each position to be filled from the slate of candidates. That number of candidates equal to the number of positions to be filled receiving the greatest number of votes shall be elected. Directors may be elected to serve any number of consecutive terms. Voting may be by written ballot or otherwise.

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

A. During the Class "B" Control Period, the Declarant shall have the right in its sole discretion to appoint each member of the Board. The Declarant may, but shall not be required to, appoint a resident Owner to the Board during the Class "B" Control Period.

B. After termination of the Class "B" Control Period, the Class "B" Member shall be entitled to appoint one director, unless the Declarant waives such right in a Recorded instrument. Such director shall be elected for a term of two years and shall not be subject to removal by the Members. Upon the sole discretion of the Class B Member, the Class B Member appointee may resign, their position to be filled by the Members at the next election of directors. Within 90 days after termination of the Class "B" Control Period, the Board shall be increased to nine directors and an election shall be held. Eight directors shall be elected by Members. Four directors shall serve a term of two years, and four directors shall serve a term of one year, as such directors determine among themselves. The directors elected by Members shall not be subject to removal by the Class "B" Member. Upon the expiration of the term of office of each director elected by Members, Members entitled to elect such director shall be entitled to elect a successor to serve a term of two years. The directors elected by Members shall hold office until their respective successors have been elected.

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

Any director elected by Members who has three consecutive unexcused absences from Board meetings, or who is more than 30 days delinquent in the payment of any assessment or other charge due the Association, may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and the Board may appoint a successor to fill the vacancy for the remainder of the term. In the event of the death, disability, or resignation of a director, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time Members entitled to fill such directorship may elect a successor for the remainder of the term.

This Section 3.6 shall not apply to directors appointed by the Class "B" Member. The Class "B" Member shall be entitled to appoint a successor to fill any vacancy on the Board resulting from the death, disability, or resignation of a director appointed by or elected as a representative of the Class "B" Member.

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

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

3.9 Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President or Vice President or by any two directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by:

- A. personal delivery;
- B. first class mail, postage prepaid;
- C. telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or
- D. email, text, facsimile, computer, fiber optics or such other communication device.

All such notices shall be given at the director's telephone number, fax number, electronic mail number, or sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least seven business days before the time set for the meeting. Notices given by personal delivery, telephone, or other device shall be delivered or transmitted at least 72 hours before the time set for the meeting.

3.10 Waiver of Notice. The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if:

- A. a quorum is present; and
- B. either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting.

Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.11 Telephone Participation in Meetings. Members of the Board or any committee may participate in a meeting of the Board or committee by means of conference or speaker telephone or similar communications equipment such as Skype or internet web hosting, by means of which all persons participating in the meeting can hear each other. Participation in a meeting as such shall constitute presence in person at such meeting.

3.12 Quorum of Board. At all Board meetings, a majority of the directors shall constitute a quorum for transaction of business, and the votes of a majority of directors present at a meeting at which a quorum is present shall constitute the decision of the Board, unless otherwise specifically provided in these Bylaws or Declaration.

3.13 Compensation. Directors shall not receive any compensation from the Association for acting as such unless approved by Members representing a majority of the total Class "A" votes in the Association at a regular or special meeting of the Association. Any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors. Nothing herein shall prohibit the Association from compensating a director, or any entity with which a director is affiliated, for services or supplies furnished to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director's interest was made known to the Board prior to entering into such contract and such contract was approved by a majority of the Board, excluding the interested director.

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

3.15 Notice to Owners; Open Meetings. Except in an emergency, notice of the time and place of Board meetings shall be posted at least 48 hours in advance of the meeting at a conspicuous place within BROOKFIELD ESTATES which the Board establishes for the posting of notices relating to the Association. Notice of any meeting at which assessments are to be established shall state that fact and the nature of the assessment. Subject to the provisions herein, all meetings of the Board shall be open to all Members. Notwithstanding the above, the President may adjourn any meeting of the Board and reconvene in executive session, and may exclude persons other than directors, to discuss any or all of the following:

- A. employment or personnel matters for employees of the Association;
- B. legal advice from an attorney retained for the Board or the Association;
- C. pending or contemplated litigation; or
- D. pending or contemplated matters relating to enforcement of the Documents.

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

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

3.18 **Duties.** The duties of the Member-elected Board shall include, but not be limited to:

A. preparing and adopting, in accordance with the Declaration, an annual estimated budget and establishing each Owner's share of the Common Expenses;

B. providing for the operation, care, upkeep, and maintenance of the Common Area and making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the Declaration and these Bylaws;

C. designating, hiring, and dismissing the personnel necessary to carry out the rights and responsibilities of the Association, including professional management if so directed by the Board, and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

D. opening of bank accounts on behalf of the Association and designating the signatories required, and depositing all funds received on behalf of the Association in a bank or financial depository which it shall approve, and using such funds to operate the Association;

E. making and amending Rules and Regulations in accordance with the Declaration;

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

G. obtaining and carrying property and liability insurance, as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;

H. paying the cost of all services rendered to the Association;

I. keeping books with detailed accounts of the receipts and expenditures of the Association;

J. permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development of BROOKEFIELD ESTATES;

K. indemnifying a director, officer or committee member, or future director, officer, or committee member of the Association to the extent such indemnity is authorized by Oklahoma law, the Articles of Incorporation, or the Declaration;

L. administering the Declaration and BROOKEFIELD ESTATES Documents.

3.19 **Right of Class "B" Member to Disapprove Actions.** So long as the Class "B" membership exists, the Class "B" Member shall have a right to disapprove any action, policy or program of the Association, the Board and any committee which, in the sole judgment of the Class "B" Member, would tend to impair rights of Declarant or Builders under the Documents, or interfere with development or construction of any portion of BROOKEFIELD ESTATES, or diminish the level of services being provided by the Association.

A. **Notice.** The Class "B" Member shall be given written notice of all meetings and proposed actions approved at meetings (or by written consent in lieu of a meeting) of the Association, the Board, or any committee. Such notice shall be given by certified mail, return receipt requested, or by personal delivery at the

address it has registered with the Secretary of the Association, which notice complies as to the provisions herein, and which notice shall, except in the case of the regular meetings held pursuant to the Bylaws, set forth with reasonable particularity the agenda to be followed at such meeting.

B. Opportunity To Be Heard. The Class "B" Member shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program which would be subject to the right of disapproval set forth herein.

No action, policy, or program subject to the right of disapproval set forth herein shall become effective or be implemented until and unless the requirements of A and B above have been met. The Class "B" Member, acting through any officer or director, agent, or authorized representative, may exercise its right to disapprove at any time within ten days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting, at any time within ten days following receipt of written notice of the proposed action.

3.20 Management. The Board may employ for the Association a professional manager agent or agents at such compensation as the Board may establish to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary to perform the manager's assigned duties but shall not delegate policymaking authority. Declarant or an affiliate of Declarant may be employed as managing agent or manager. The Board may delegate to one of its members the authority to act on behalf of the Board on all matters relating to the duties of the manager, if any, which might arise between meetings of the Board.

The Association shall not be bound, either directly or indirectly, by any management contract executed during the Class "B" Control Period unless such contract contains a right of termination exercisable by the Association, with or without cause and without penalty, at any time after termination of the Class "B" Control Period upon not more than 90 days' written notice.

3.21 Accounts and Reports. Generally Accepted accounting principles shall be followed by the Member-elected Board, unless such Board by resolution specifically determines otherwise.

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

3.23 Right To Contract. The Association shall have the right to contract with any Person for the performance of various duties and functions.

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

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

The Association, by contract or other agreement, may, but shall not be obligated to, enforce applicable city and county ordinances, if applicable, and may, but shall not be obligated to, permit Oklahoma County or the

City of Oklahoma City to enforce ordinances within the Properties for the benefit of the Association and its Members.

In conducting the business of the Association, the Board, at all times, shall act within the scope of BROOKEFIELD ESTATES Documents and in good faith to further the legitimate interests of the Association and its Members. The Board shall exercise its power in a fair and nondiscriminatory manner and shall adhere to the procedures established in BROOKEFIELD ESTATES Documents.

A. Notice. Prior to imposition of any sanction hereunder or under the Declaration, the Board or its delegate shall serve the alleged violator with written notice describing:

- i. the nature of the alleged violation;
- ii. the proposed sanction to be imposed;
- iii. a period of not less than 10 days within which the alleged violator may present a written request for a hearing to the Board; and
- iv. a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within 10 days of the notice.

If a timely challenge is not made, the sanction stated in the notice shall be imposed; provided that the Board may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the 10-day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

B. Hearing. If a hearing is requested within the allotted 10-day period, the hearing shall be held before the Board in executive session. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

C. Additional Enforcement Rights. Notwithstanding anything to the contrary in this Article, the Board may elect to enforce any provision of the Declaration, these Bylaws, or the rules of the Association by self-help or, following compliance with the dispute resolution procedures set forth in the Declaration, if applicable, by suit at law or in equity to enjoin any violation or to recover monetary damages or both, without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred. Any entry onto a Lot for purposes of exercising this power of self-help shall not be deemed a trespass.

3.25 Transition. Once the Declarant no longer controls the Association, the Declarant shall provide, to the Board, substantially the following:

- A. All Association books and records including minutes books and rules and regulations which may have been promulgated, if any;
- B. A statement of receipts and expenditures from the date of the recording of the Association documents to the end of the accounting period immediately succeeding the first election of the Board by the lot owners;
- C. A copy of the latest available approved plans and specifications for all Common Area improvements in the project and as-built plans if available;
- D. All insurance policies currently in force;
- E. All unexpired warranties relative to any Common Area improvements, if any;
- F. Any contracts in which the Association is a contracting party, if any; and
- G. A list of manufacturers of paints, roofing materials, and other similar materials if specified for use on Association property. The Association shall keep detailed records of receipts and expenditures affecting the operation and administration of the Association. All financial books and records shall be kept in reasonable accordance with sound accounting principles applied on a consistent basis. Financial records must be made available to lot owners at reasonable business hours or at a mutually convenient time and location, within five (5) days after receipt of a written notice properly served

upon the Association and specifically identifying the specific books and records of the Association requested to be reviewed.

4.0 Officers

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

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

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

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

4.5 Resignation. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the Acceptance of such resignation shall not be necessary to make it effective.

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

5.0 Committees

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

6.0 Miscellaneous

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

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

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

6.4 Books and Records.

A. Inspection by Members and Mortgagees. The Board shall make available for inspection and copying by any holder, insurer or guarantor of a first Mortgage on a Lot, any Member, or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in a Lot: the Declaration, Bylaws, and Articles of Incorporation, including any amendments, the rules of the Association, the membership register, books of account, including financial records, and the minutes of meetings of the Members, the Board, and committees.

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

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

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

- i. personnel matters or a person's medical records;
- ii. communication between an attorney for the Association and the Association; or
- iii. pending or contemplated litigation;

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

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

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

B. if to the Association, the Board, or the manager, at the principal office of the Association or the managing agent or at such other address as shall be designated by notice in writing to the Members;

6.6 Amendment.

A. By Class "B" Member. Prior to termination of the Class "B" Control Period, the Class "B" Member may unilaterally amend these Bylaws. Thereafter, the Class "B" Member may unilaterally amend these Bylaws at any time and from time to time if such amendment is necessary:

- i. to bring any provision into compliance with any applicable governmental statute, rule or regulation, or judicial determination;
- ii. to enable reputable title insurance companies to issue title insurance on Lots; or
- iii. to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Lots.

So long as the Class "B" membership exists, the Class "B" Member may unilaterally amend these Bylaws for any other purpose, provided the amendment has no material adverse effect upon any right of any Member.

B. By Members Generally. Except as provided above and Oklahoma law, these Bylaws may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing

51 % of the total Class "A" votes in the Association, AND the consent of the Class "B" Member, if such exists. In addition, the approval requirements set forth in the Declaration shall be met, if applicable. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. No amendment may remove, revoke, or modify any right or privilege of Declarant or the Class "B" Member without the written consent of Declarant, the Class "B" Member, or the assignee of such right or privilege.

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

CERTIFICATION

I, the undersigned, do hereby certify: I am the duly elected and acting Secretary of BROOKEFIELD ESTATES Association, Inc., an Oklahoma corporation; the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the same date as the execution of the foregoing Declaration.

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

Secretary: _____

EXHIBIT D

DESIGN REVIEW GUIDELINES

1.0 INTRODUCTION

1.1 Purpose.

BROOKEFIELD ESTATES is a single family residential community comprising real property within the City of Oklahoma City, Oklahoma County, State of Oklahoma. The purpose of the BROOKEFIELD ESTATES development is to provide a high quality, aesthetically pleasing residential community, while preserving the natural beauty of the area and enhancing the value of each Owner's investment. These Design Review Guidelines are not intended to be a complete list of all criteria that must be satisfied in connection with construction of improvements. Compliance with these guidelines does not assure approval of any particular designs. Declarant, or ARB as the case may be, reserves the right to approve particular designs which vary from these guidelines.

These architectural guidelines are a mechanism for maintaining and enhancing the overall aesthetics of BROOKEFIELD ESTATES; they do not create any duty to any person. Review and approval of any designs may be based on aesthetic considerations only. Declarant, BROOKEFIELD ESTATES Association, or the ARB shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, for ensuring compliance with building codes and other governmental requirements, or for ensuring that every structure is of comparable quality, value, or size, of similar design, or aesthetically pleasing or otherwise acceptable to other owners of property in BROOKEFIELD ESTATES. Declarant makes no warranty, express or implied, that the information or guidelines contained herein are suitable for any particular use, and hereby disclaims any liability in connection with the use of this information.

1.2. Scope. The Design Review Guidelines and Architectural Review Board oversight apply to all Modifications, as defined in the Declaration. Modifications include new construction and the alteration of existing construction and Lots. The ARB is not responsible for notice of or ensuring compliance with building codes, structural details, local, state, federal law, or environmental agency compliance. The ARB is not responsible and shall bear no liability for the accuracy of drawings and techniques of construction. The ARB shall bear no liability and is not responsible for workmanship, safety, or quality of construction.

1.3. Amendments. The Architectural Review Board may amend, cancel, add to, modify, or otherwise change these Design Review Guidelines from time to time as necessary in the ARB's sole discretion. The ARB shall send notice of any changes by mail to all Owners prior to implementation of any new design guideline. Such mailing, or failure thereof, shall not relieve each Owner of their obligation to determine applicable design guidelines prior to making any Modification.

2.0 DESIGN REVIEW PROCEDURES

2.1. Applicability. The Design Review Guidelines apply to all new construction and Modifications, and to all changes, improvements, additions, alterations, placements, decorations, remodels, and enhancements, of any nature or type to any part of any Lot in the BROOKEFIELD ESTATES Addition. Every Owner and Builder on any lot in the BROOKEFIELD ESTATES Addition, agrees that the Declarant, Association, or ARB may contact the City of Oklahoma City Planning Department and inform the City as to whether the ARB has approved of any plans for construction under building permit review and may advise the City of Oklahoma City to withhold building permit, or certificate of occupancy issuance until the ARB approval has been granted first.

2.2. Architectural Review Board. Oversight of the DRG is vested in the Architectural Review Board, unless otherwise delegated or assigned to an ARB. The ARB shall upon initial formation consist of the Declarant, and the Declarant shall have sole authority as to all decisions of the ARB for so long as the Declarant owns Lots in BROOKEFIELD ESTATES Addition. Thereafter, the ARB shall consist of at least three and no more than five persons appointed by and serving at the Board's discretion. Members of the ARB may include architects or

similar professionals who are not Owners. The ARB may adopt detailed application and review procedures and design standards consistent with the Declaration. All new construction and Modifications shall take place in strict compliance with the Declaration, the Design Review Guidelines, and the application and review procedures promulgated by the ARB. The ARB may establish a review fee schedule applicable to the oversight of administering the DRG.

2.3. Review Standards. As provided in the Documents, the ARB may approve any new construction or Modification only if it deems, in its discretion, that new construction and Modifications conform to and harmonize with the existing surroundings, residences, landscaping, and structures, and meets the requirements for such new construction and Modifications found in the Documents, Design Review Guidelines, and procedures promulgated by the ARB. Design decisions are not based on personal opinion or taste. Judgments of acceptable design are based on the following aspects:

A. Compliance with Documents. All applications are reviewed to confirm that the proposed new construction or Modification is in conformance with the Documents.

B. Relation to Surroundings. All applications are reviewed to confirm that the proposed new construction or Modification is compatible and appropriate with the surrounding built environment.

C. Location and Impact on Neighbors. All applications are reviewed to confirm that the proposed new construction or Modification corresponds favorably to the landscape, the existing structures on the Lot and in the vicinity. Some of the issues of concern are access, drainage, sunlight, views, and ventilation. When new construction or Modification has particular impact upon Lots in the vicinity, the ARB may require the applicant to discuss the proposal with Lot Owners in the vicinity prior to the ARB making a decision on the application. The ARB may also require the submittal of comments from Lot Owners in the vicinity.

D. Scale. All applications are reviewed to confirm that the proposed new construction or Modification relates well to the size and mass of existing structures on Lots in the vicinity.

E. Materials. All applications are reviewed to confirm that the proposed new construction or Modification utilizes materials and colors of the same or compatible nature as were used on existing structures on the Lot or on Lots in the vicinity.

F. Workmanship. All applications are reviewed to confirm that the proposed new construction or Modification would entail workmanship of an equal or better quality than that represented on existing structures on the Lot or on Lots in the vicinity.

G. Timing. All applications are reviewed to confirm that the proposed new construction or Modification may be completed in a timely manner, whether an Owner performs such work themselves or contracts the work to be done.

2.4 Review Process for New Construction and Modifications.

PRIOR TO COMMENCING ANY NEW CONSTRUCTION OR MODIFICATIONS, AN OWNER SHALL SUBMIT TO THE ARB TWO FULL SETS AND COPIES OF AN APPLICATION, AND ALL REQUIREMENTS AND DOCUMENTS THERETO, FOR APPROVAL IN SUCH FORM AS THE ARB SHALL REQUIRE. AN ACCEPTABLE APPLICATION APPEARS AT EXHIBIT A HERETO. SUCH APPLICATION SHALL INCLUDE PLANS AND SPECIFICATIONS ("PLANS") SHOWING SITE LAYOUT, GENERAL STRUCTURAL DESIGN, EXTERIOR ELEVATIONS, EXTERIOR MATERIALS AND COLORS, LANDSCAPING, DRAINAGE, IRRIGATION, AND OTHER FEATURES OF PROPOSED CONSTRUCTION, AS APPLICABLE, TO THE EXTENT THE OWNER OR BUILDER HAS SUCH INFORMATION AT THE TIME OF SUBMITTAL. IF SUCH INFORMATION IS NOT AVAILABLE, THEN OWNER OR BUILDER WILL PROVIDE TO ARB AT

EARLIEST OPPORTUNITY FOR REVIEW PRIOR TO BEING INSTALLED ON THE LOT. THE ARB MAY REQUIRE THE SUBMISSION OF SUCH ADDITIONAL INFORMATION AS MAY BE REASONABLY NECESSARY TO CONSIDER ANY APPLICATION.

In reviewing each submission the ARB will consider the application based on the Review Standards above. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary.

Within fifteen (15) days after receipt of a completed application and all required information, the ARB shall respond in writing to the applicant at the address specified in the application. The ARB may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections.

In the event that the ARB fails to respond to a properly submitted application in a timely manner, approval shall be deemed to have been given, subject to Declarant's right to veto approval by the ARB pursuant to this Section.

The ARB shall notify Declarant, so long as Declarant owns any Lots in BROOKEFIELD ESTATES Addition in writing within five (5) business days after the ARB has received any application relating to proposed Modifications. The notice shall be accompanied by a copy of the application and any additional information which the Architectural Review Board may require. Declarant, so long as Declarant owns any Lots in BROOKEFIELD ESTATES Addition shall have ten (10) days after receipt of such notice to provide response to ARB.

If construction does not commence on a new construction or Modifications project for which plans have been approved within one year after the date of approval, such approval shall be deemed void and the Owner shall reapply for approval before commencing the proposed Modifications. All new construction or Modifications shall be completed within one year after commencement. Any new construction or Modifications not completed within the required time shall be considered nonconforming and shall be subject to enforcement action by the ARB, the Association, Declarant or any aggrieved Owner.

No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications. Any Owner may remodel, paint or redecorate the interior of a Lot without approval provided such alterations do not affect the aesthetics of the exterior of the Lot as they appear prior to the alteration. Modifications to the interior of screened porches, patios, and similar portions of a Lot visible from outside the structure shall subject to approval. The requirements of the ARB and Design Review Guidelines shall not apply to the activities of Declarant for so long as Declarant owns any Lots in BROOKEFIELD ESTATES Addition.

3.0 CONSTRUCTION GUIDELINES AND PROCEDURES

3.1 Construction Drawings. All proposed new construction or Modification requires ARB review, which comes only as a result of a submitted application. The application must include construction drawings of the proposed improvement. Depending on the type of new construction or Modification, the ARB may require less or more construction drawings for a proper application. Construction drawings include, but are not limited to:

- A. Site Plan. A site plan must be submitted with the application and will include:
 - i. Site survey with property lines or a site plan based on the recorded plat;
 - ii. Spot elevations of all improvements relative to the boundaries of the Lot;
 - iii. Landscape plan showing the location and species of all bushes, trees, and ground cover;
 - iv. Building setback lines and easements and location of all building footprints;
 - v. Paving plan of all paved surfaces on Lot;
 - vi. Drainage and grading plan and proposed flow of storm water or run-off;
- B. Floor Plan. A floor plan must be submitted that details habitable square footage per floor and total and all spaces as planned.

- C. Roof Plan. A roof plan must be submitted with roof pitch shown.
- D. Elevation Drawings. Elevation drawings must include all exterior elevations, exterior finishes of materials, roof pitch, window and door designs, screening of utilities and equipment.
- E. Color and Materials Specifications. Color and materials specification to be used must be identified in the application. If requested by the ARB, samples of both color and materials are to be submitted to the ARB in a form provided by the ARB in their request.
- F. Detail Drawings. Detail drawings as requested by the ARB.
- G. Exterior lighting plans.

All such information shall be provided to the extent the Owner or builder has such information at the time of submittal. If such information is not available at such time, then Owner or Builder will provide to ARB at earliest opportunity for review prior to being installed on the Lot. Any plans or applications altered in any manner from plans or applications initially reviewed by the ARB shall be re-submitted to the ARB for review.

3.2 Construction Guidelines.

A. Construction Commencement. Site clearing or construction on any property within BROOKEFIELD ESTATES is not permitted without first submitting application and obtaining final approval from the ARB.

B. Trash Receptacles. Each building site must have provisions for a trash receptacle, or other approved methods, for construction debris and all such construction debris is to be emptied or removed from the site regularly and when any containers are full.

C. Portable Toilets. Clean and sanitary conditions are required for all toilets. When and where appropriate and with approval of the ARB, contractors may coordinate sharing of portable toilets. In all respects, the ARB will seek to lessen the aesthetic impact and total number of portable toilets in BROOKEFIELD ESTATES during construction.

D. Nuisances. No loud speakers are permitted on building sites. Inappropriate volume levels on radios, stereos, etc. will not be permitted. Pets are not allowed on building sites.

E. Erosion Control. Each owner shall be responsible for the installation and maintenance of all necessary erosion control devices and shall at all times keep erosion control devices in good working order. Any failure of erosion control devices and subsequent clean-up shall be the responsibility of the owner.

F. Repair to Damaged Property. Damage to other property, including, but not limited to, open space, other Lots, roads, driveways, sidewalks and/or other improvements whether surface or subsurface will not be permitted. If any such damage occurs, it shall be repaired and/or restored promptly at the expense of the person causing the damage. Upon completion of construction, each contractor shall clean the construction site and repair all property which was damaged.

4.0 Design Standards. The following list of design standards is not an exhaustive or exclusive list of items subject to ARB review.

4.1 Orientation. The ARB may require construction on Lots to conform to a particular orientation as determined by the ARB. As a general rule, the main front facade of the primary residence structure is to face the street running parallel to the front building line.

4.2 Building size and set back requirements. The minimum square footage of the primary residence structure shall be no less than 2,200 gross square feet of conditioned enclosed interior space, exclusive of basements, open porches, and garages for all lots. All square footage requirements must be approved by the ARB and are subject to adjustments notwithstanding the above requirements. Front yard, rear yard, and side yard setbacks must

conform to City of Oklahoma City ordinance as is applicable to the BROOKEFIELD ESTATES, and must receive prior approval from the ARB. The Front Yard building setback for each shall be the minimum "building line" footage as shown on **EXHIBIT A** from the private right of way. The maximum height for a structure must not exceed City ordinance standards and must receive prior approval from the ARB.

4.3 Foundation non-exposed. Unless otherwise approved by the ARB, all foundations shall not be exposed to sight, meaning the exterior finish material face of the primary residence structure shall extend to, and below, the ground surface.

4.4 Material. All exposed materials for the exterior of any structure, and all aspects thereof, on any Lot shall be approved by the ARB prior to construction. Masonry and stone materials shall comprise at least seventy-five percent (75%) of the exterior exposed surface area of the walls of the structures on each Lot. Faux Stone materials may be used so long as first approved by the ARB. Exposed metal or exposed concrete block buildings shall not be permitted. No more than 30% EIFS (Exterior Insulation Finish System) shall be permitted, but any such use of EIFS must be first approved by the ARB.

4.5 Roofs. All roofing material shall have a 40 year minimum life. All roofs shall be completed using materials and colors that have been approved in writing by the ARB. The roofs must have a minimum pitch slope of 8 to 12 on all surfaces, or lesser slope if approved by the ARB. Any deviation from the above must receive ARB approval prior to installation.

4.6 Roof Accessories and Equipment. ARB approval is required for all rooftop equipment and accessories, including but not limited to skylights and solar equipment. All rooftop equipment must match roofing colors and must be placed in a manner that is least noticeable from the street frontage. Exposed flashing, gutters and downspouts must be painted to match the fascia and siding of the structure unless otherwise approved by ARB. Security cameras and other electronic devices must be architecturally concealed and unseen from any public street or adjacent Lot unless approved by the ARB.

4.7 Interior Design Elements. Residences shall have installed at least moderate to high-end finish materials inside the primary residence structure.

4.8 Air conditioners and fans. Window unit air conditioners and fans are forbidden on any Lot.

4.9 Awnings. Cloth awnings are prohibited unless specifically approved by ARB.

4.10 Yard Decorations. Yard decorations, birdfeeders, and other garden ornaments are only allowed in private backyards below the top of the fence line.

4.11 Chimneys. All chimneys must have exterior appearance of masonry, stone, or stucco.

4.12 Clotheslines. Clotheslines and outdoor drying of clothes and laundry is prohibited.

4.13 Decks. Decks may be constructed in the back yard of a Lot with prior ARB approval. Decks must be constructed of wood or other materials similar to the materials used on the residence, must be painted or stained substantially similar to the residence.

4.14 Dog Houses. Any dog house shall be located in the back yard of a Lot and shall not be visible from the street or from any neighboring Lot. Dog runs and kennels are not permitted.

4.15 Drainage. All drainage shall conform to City ordinance and the BROOKEFIELD ESTATES development drainage plan.

4.16 Driveways and Sidewalks. The Declarant and Builders have installed standard concrete driveways and sidewalks. Any modification to these must receive prior ARB approval and must meet City ordinance. No driveway or sidewalk visible from any street, any Lot, or the Common Areas shall be painted, stained, stamped, or otherwise colored or decorated without prior ARB approval.

4.17 Fences. No fence shall be installed on the front portion of any Lot in BROOKEFIELD ESTATES between the front lot line and the front building setback line or the front face of the primary residence structure. All fencing as seen from any vehicular street (private or public) or Common Area shall be of:

- A. minimum six (6) foot in height with flat top cedar cap and trim rail on all sides of every yard (excluding only the lake side lots where aluminum/iron materials shall be used per the ARB approval);
- B. steel heavy duty posts on side facing away from vehicular streets and away from any Common Area;
- C. 1x6 cedar slats or pickets with heavy duty cross rails;
- D. uniform color, stained to a color specified by the ARB.

No fencing may be painted. All fencing color and style must be uniform in the Addition, as reviewed and approved by the ARB. Masonry and stone columns and bases may be included subject to ARB approval. All corner treatments, and all connections and transitions abutting other structures shall be submitted with details for review by the ARB. In the event that fencing that adjoins the Common Area, or that abuts any public or Common Area private streets, becomes dilapidated and in need of maintenance or replacement or repair, such fencing may be maintained or repaired or replaced by the BROOKEFIELD ESTATES POA, with costs charged to the Owner of the Lot abutting such fencing. The POA shall at all times and with reasonable notification, have a perpetual easement to enter upon individual Lot owner's property for the purpose of maintenance or replacement of said fencing.

As to fencing along boundaries that abut the Common Area open spaces, such fencing shall be open style, and constructed of aluminum metal tube material. All such fencing shall be of common uniform design and product, which shall be determined by the ARB and mandated as to all aspects of design and placement.

4.18 Firewood Storage. Such storage shall only occur in the backyard of a Lot, and shall not be visible from any other Lot or public street, and shall not constitute a nuisance or hazard or breach of the Documents.

4.19 Flags and Flagpoles; Decorations. One flag pole is permitted provided it does not exceed 20 feet in height and receives prior ARB approval. Only flags referenced in the United States Flag Code may be displayed, provided such are displayed in the manner as provided within such Flag Code. Seasonal decorations shall be removed within a reasonable time after the end of such holiday or season, and all such displays shall be subject to the Rules and Regulations of the POA as amended from time to time. No wind generators, windmills, transmission poles, or any other tower elements are allowed on any Lot.

4.20 Foundations. All foundations shall be as approved by City of Oklahoma City and by licensed engineer, if required by City of Oklahoma City in order to verify that foundations is of type necessary in BROOKEFIELD ESTATES Addition as to soil conditions in BROOKEFIELD ESTATES.

4.21 Garages and Garage Doors. Each Lot shall have a three (3) car or two (2) car garage. ARB approval may require swing-in or side entry garages on Lots that might reasonably accommodate such construction, if any. For garages constructed to house 3 or more vehicles, ARB approval will encourage only one double door or two single doors to face the street. The ARB may, in its discretion, deny an application based on the ARB's opinion that the number, size, color, or construction of garage doors visible from a street fails to meet the BROOKEFIELD ESTATES Documents or because such garage represents the dominant architectural feature on

the Lot. All garage doors visible from the public street shall be decorative carriage style panel in design. No garage conversions shall be allowed anywhere on any lot.

4.22 Gardens. Vegetable gardens are not permitted in locations where such are visible from any public street or from adjoining Lots, or from Common Areas. No vegetables shall exceed the height of any fence on the Lot, and must be wholly contained within the back yard of the Lot.

4.23 Irrigation Systems. Must receive prior ARB approval and shall not interfere with the development drainage plan, any Lot, or Common Areas. Irrigation systems shall not spray into public sidewalks or streets and shall not spray into adjacent Lots or Common Areas.

4.24 Lights and Lighting. All exterior lighting shall receive prior ARB approval.

4.25 Mailboxes. All mailboxes shall be of common uniform design and product, which shall be determined by the ARB and mandated as to all aspects of design and placement. All address numbers shall be of uniform design and color, as determined by the ARB.

4.26 Motion Detector & Security Lighting. Motion detectors and security lights are permitted with prior ARB approval. Under no circumstance shall security lighting, spot lights, flood lights, or other high level lighting shine on any adjoining Lot or Common Areas or public street.

4.27 Outbuildings; Pool Houses, Gazebos. No outbuildings shall be permitted on any Lot adjoining a Common Area where such outbuilding would be visible from the Common Area. Any structure not the single residence constructed on a Lot shall receive prior ARB approval. Metal outbuildings are strictly forbidden. Outbuildings taller than 6 foot at the peak of its roof are permitted subject to ARB review and approval and provided such outbuilding is of the same style, material, as the primary residence structure. All outbuilding roofs must be shingled with the same shingles as installed on the Primary residence structure. The colors of the outbuilding shall be of one color and shall match the trim color on the Primary residence structure. All outbuildings shall be located outside of the City building setbacks and outside of all utility and drainage easements. Each outbuilding shall be properly permitted as required by City ordinance. No outbuilding or structure shall be constructed or located between dwellings constructed on Lots.

4.28 Outdoor Furniture. Except with prior ARB approval, all outdoor furniture shall be contained wholly within the back yard of a Lot and not visible from any public street, other Lot, or Common Area.

4.29 Painting. Initial paint colors shall be neutral unless otherwise approved. Prior ARB approval is required for all painting, including but not limited to structures and garages, of a color other than originally installed by the Declarant or Builder.

4.30 Patios, Patio Covers, Porches, Arbors. All patios, porches and the like must receive prior ARB approval. Metal sunrooms or porches will not be approved.

4.31 Play and Sports Equipment. Play and sports items and equipment are not permitted on any Lot adjoining Common Area where such items and equipment, would be visible from the Common Area. All play and sports items and equipment must be wholly contained in the backyard to a Lot and may be no higher than 6 feet tall, unless approved by ARB. Basketball backboards and hoops, soccer goals, and all other sports or recreational equipment, may not be affixed to any portion of the Lot. Portable basketball backboards and hoops may be used in the front yard of a Lot during daylight hours between the hours of 9:00AM and 9:00PM, but shall be moved and stored out of sight at all other times. Skateboard ramps are not allowed anywhere in the BROOKEFIELD ESTATES Addition. Trampolines and enclosures are only permitted in the screened back yards of Lots and may not be visible from any adjacent Lot or public street.

4.32 Pools. Small, temporary children's-style pools are permitted provided such pools are contained in the backyard of the Lot, are not visible from any public street or other Lot, and are emptied when not in use. Above-ground pools are not permitted on any Lot. In ground pools are permitted with prior ARB approval. Complete designs of all in ground pools must be submitted for prior approval by ARB. No pool may be built within utility easement areas.

4.33 Roofs. All structures shall have shingled roofs of the same color and material as that installed on the primary residence structure.

4.34 Satellite Dishes and Antennas. No exterior radio antenna, television antenna, or other antenna, satellite dish or audio or visual reception device of any type shall be placed, erected or maintained on any Lot in allocation that can be seen from a public street, or from another Lot.

4.35 Siding. Any siding must be of minimal use and must receive prior ARB approval as to all aspects.

4.36 Signs: Subject to the restriction that no sign shall be located within any Common Area, and except as reserved by the Declarant, the following sign standards shall apply.

A. Real Estate Signs: Temporary, non-illuminated, real estate signs indicating the availability for sale of a specific Lot upon which the sign is erected or displayed are approved without application, provided the sign does not exceed five (5) square feet in total area, does not exceed four feet (4') in height, and the Lot is restricted to one (1) sign per Lot. Such signs are to be removed immediately following sale closing of the property. Such signs may not be placed on any fence. Open House signs shall conform to the above dimensions, are limited in number to six (6), shall be placed only upon the owner's Lot or within the public right-of-way for the duration of the open house. All signs must also meet local sign codes. Absolutely no "for rent" or "for lease" signs are allowed to be placed on any Lot.

B. Garage Sale Signs: A sign advertising the existence of a garage sale of personal property may indicate the date, time and location of the sale. Such signs may have a maximum area of three (3) square feet, and may be posted for the time period of the garage sale only. Such signs shall be posted only on the owner's Lot or within the public right-of-way.

C. Political Signs. Signs depicting the name and office of a legitimate political candidate who has filed for a present political race are allowed, provided such signs do not exceed a maximum area of three square feet. Such signs shall be removed the day after elections pertaining to the candidate's race. All signs depicting political slogans and information other than the candidate's name and office shall receive prior ARB approval.

D. Other Signs. All other signs are not permissible for posting on any Lot without the prior written consent of the ARB.

4.37 Statues, Sculptures, Fountains, Ponds. Placement of any statue, sculpture, fountain, pond, or similar artistic expression in the front yard of any Lot or the front and backyard of any Lot adjoining the Common Areas is not allowed unless with prior ARB approval. All other locations of artistic expressions visible from other Lots or requiring any excavation must receive prior ARB approval.

4.38 Doors; Windows. All door, window, storm and security doors, shutters, window treatments visible from the exterior of the residence, and all designs of such must be approved by the ARB. Windows that become fogged in appearance, and windows and doors that become in appearance of disrepair must be replaced with new windows upon notice from the ARB or Association.

4.39 Temporary Structures. Temporary structures suitable for celebrations, such as a wedding, birthday party, and similar occasions are permitted in the backyard to any Lot provided such temporary structure is removed

within 24 hours of the conclusion of the occasion. This design standard shall not limit Association activities in Common Areas.

4.40 Trash, Garbage, and recycling Receptacles. Trash, recycling, and other receptacles shall be absent from view from any street, any Lot and Common Areas on all days other than designated trash and/or recycling pickup days. All such polycarts and recycling bins must only be put out on the morning of pickup, or after dark on the evening before pickup, and must be removed by end of the day of pickup. No more than three trash receptacles, or other trash cans or bins, shall be allowed to be kept on any Lot as can be seen in any way from the public street right of way or abutting Lots.

4.41 Tree houses. Tree houses and other play structures are prohibited to the extent they can be seen from public streets or adjacent Lots, unless all aspects of design and placement of such structures are approved by ARB.

4.42 Walls. All walls of any nature, for example but not limitation retaining walls, landscaping walls, and decorative walls, must receive prior ARB approval.

4.43 Utilities. All utilities shall be located subgrade and shall not be visible from any public street or any adjacent Lot as all such utilities shall be adequately screened.

5.0 Landscaping Standards

5.1. Overview. The ARB retains oversight of landscaping improvements to Lots to make assurance that the BROOKEFIELD ESTATES community will continue to be an attractive and pleasant place to reside. The landscape plan will be required for review at the same time the initial site plan is reviewed. The landscaping work shall be completed within nine (9) months of start of vertical construction or within two (2) months of the issuance of the Certificate of Occupancy for the improvements.

5.2. Criteria. All Lots, after construction, require landscaping. All landscaping shall be prepared and submitted for ARB review by a professional supplier of landscaping or landscape designer. Landscaping shall be designed in a manner to accentuate the high-end appearance of the BROOKEFIELD ESTATES Addition and shall be installed in substantial amounts on each Lot, all subject to ARB review, including review of the quality and quantity of landscaping to determine if the quality and quantity provided are sufficient for the BROOKEFIELD ESTATES Addition. Landscaping should be provided in an amount not less than \$2,500, exclusive of costs of sod and irrigation, as purchased from a landscape provider in the local market. The required threshold amount of \$2,500 may be annually increased by the Developer or ARB in an amount to account for inflationary increases over time. Screening landscaping shall be placed additionally at all locations of exterior HVAC equipment, electrical equipment, telephone, electric, and other installations. Landscaping shall not interfere with drainage across and the through the Lots. Drought tolerant species are encouraged for conservation of water and better life expectancy of landscaping in drought conditions. Landscaping should not be placed in any manner that inhibits vehicular sight lines and travel through the BROOKEFIELD ESTATES Addition. All front must be sodded and irrigated with a sod material approved by the ARB. No gravel or other non-vegetated material shall be used as the primary surface material for the front or side yard lawns, or in any location that can be seen from the front street right of way.

5.3 Plans to Submit for Review.

A. Landscaping. The landscaping plan must be professionally prepared on a site plan indicating topography, existing and proposed vegetation. The plan should graphically illustrate location, Lot number, adjoining Lot border lines, nearest structure lines on adjoining Lots, sizes of plant material, lawn, mulched areas, and open areas. A schedule must be included on the planting plan indicating the following specifications for each plant: common name, plant height at time of planting, plant quantities, identify grass and mulched areas.

B. Identify Trees. Existing trees of 3" diameter or greater at 48" from the ground must be identified as to exact location, size of trunk, and species name. No existing trees shall be cut, removed, transplanted or damaged without approval by ARB.

C. Features and Surface. All existing site features such as roads, walks, structures on adjoining Lots, bike paths, walls, retaining walls, etc. are to be graphically noted on the landscape site plan. All surfacing materials are to be noted (as to whether they are concrete, grass, planting beds, etc.). Texturing or other surface treatment of concrete paving is to be indicated and should include color selections.

D. Tree and Bush Requirement. Trees and shrubs must be planted in accordance with the approved plan. Prior to occupancy for new construction, one (1) tree, no less than three (3) inches in caliper diameter shall be planted within the front yard a distance far enough away from the primary structures so as to not damage the structures at full maturity, and shall be of a species as approved by the ARB. Corner Lots shall plant two (2) trees no less than three (3) inches in caliper diameter in same manner. No Bradford Pear trees or any other tree to be considered a nuisance species tree shall be allowed for planting on any Lot. In addition to the required number of trees, each Lot shall feature a reasonable number of bushes to be planted in appropriate locations. Should any tree fail to survive, the Owner shall be required to replace such tree. The "front yard" as it is referred to in regards to landscaping requirements shall be considered all areas of the Lot that are from the street frontage right of way extending back to the rear side corners of the main dwelling structure.

5.4 Irrigation. Each Lot shall be irrigated by a subsurface irrigation system. Should any Lot have any form of irrigation system installed to irrigate planting beds or grassed areas of the Lot, the spray from such irrigation system should be contained to the Lot. The ARB may require relocation or redirection of spray if adjacent Lots, streets or other areas are affected.

DRAFT

EXHIBIT A
TO DESIGN REVIEW GUIDELINES

BROOKEFIELD ESTATES POA
Architectural Review Board ("ARB") Application
(Allow at least fifteen (15) days for application review and response.)

Check applicable:

- New Application
 Revised and resubmitted Application

Date submitted and delivered to ARB: _____

Homeowner Names: _____

Lot Address: _____

Home Phone: _____

Cell Phones: _____

Email Addresses: _____

Please attach all REQUIRED submittal items, and briefly describe below all work and Modifications planned to be done on your property (landscaping, pavement, painting, roofing, fencing, additions, masonry, doors, windows, play structures, sheds, pools, mechanical, gutters, etc., everything that in any way will be seen anywhere on the exterior of the house and property):

Please review the Covenants that affect your property before submitting this application. The covenants can be provided through BROOKEFIELD ESTATES POA and are as you received at closing.

Application Requirements

Prior to the commencement of any action that might fall under the review requirements of the ARB, such as put forth, the Owner of the Lot proposing such action shall submit a copy of a detailed application for approval to each member of the ARB, in care of **WI—MO, LLC at 221 48th Ave. NW, Norman, OK, 73072,** which shall include extensive and detailed information that substantially informs each member of the ARB of all aspects of the proposed action on the Lot, and requesting approval of the ARB for consent to such action. At a minimum, all of the following information must be submitted for review to the ARB before the ARB shall have any obligation to begin a review of any proposed work on any lot, and before the response time of the ARB begins to toll:

- Detailed architectural plans, specifications, and construction documents, including but not limited to all site plans, landscaping and fencing plans, , floor plans, roof plans, pavement plans, exterior elevations, and building sections, showing sufficient detail and information of all proposed items to be located on each Lot for the ARB to make an informed decision about the quality and quantity of all items in the proposal;
- Material selections and manufacturer cut sheets of all materials to be included on all exterior improvements on each Lot;

- Actual finish texture and color samples of all exterior materials and products to be located on each Lot;
- A description of proposed uses on each Lot in sufficient detail to review whether such uses are permitted under the terms of the existing zoning ordinances and these covenants;
- Any other information as may be required by the ARB in order to fully understand the details of the proposed improvements to each Lot in the Addition.
- Payment of ARB review Fee as determined and charged by ARB.

This Space Below for Architectural Review Board Use ONLY

The above submittal has hereby been:

- Not reviewed due to submittal requirements not being met
- Approved
- Rejected
- Approved as noted
- Revise and Resubmit

Remarks and Comments:

ARB Signature _____	Date _____
ARB Signature _____	Date _____
ARB Signature _____	Date _____

UN

NOTICE

If the Owner applicant has submitted ALL of the required information, and if the ARB, or its designated representative(s), fails to approve or disapprove, or fails to request further information from the applicant as may be needed to come to a decision, within thirty (30) days of the ARB receiving the review submittal from the applicant Lot Owner, then any such plans and specifications submitted to the ARB (so long as all above required items were submitted and such plans were of such detail and quality as to provide the ARB with complete and detailed accurate information), shall be deemed automatically approved. Construction or alterations in accordance with plans and specifications approved by the ARB shall be commenced within twelve (12) months following the date upon which the same are approved by the ARB (whether by affirmative action or by forbearance from action), and shall be substantially completed within twelve (12) months following the date of commencement, or within such longer period as the ARB shall specify. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the ARB shall be conclusively deemed to have lapsed, and compliance with the provisions of this section shall again be required. There shall be no deviations from plans and specifications approved by the ARB without the prior consent in writing of the ARB. Approval for use on any Lot of any particular plans and specifications or design shall not be construed as a waiver of the right of the ARB to disapprove such plans and specifications, or any areas or features thereof, in the event such plans and specifications are subsequently submitted for use upon any other lot or lots. The ARB reserves the right to amend the specific building requirements, or to grant written waivers to such provisions.

EVERY LOT OWNER IS HEREBY ON NOTICE THAT A LOT OWNER PROCEEDS ENTIRELY AT THEIR OWN RISK IF THEY BEGIN IMPROVEMENTS, ALTERATION, CONSTRUCTION, REMODELING, OR WORK OF ANY KIND ON ANY LOT IN THE ADDITION WITHOUT FIRST RECEIVING WRITTEN APPROVAL FROM THE ARCHITECTURAL ARB – WHICH CANNOT HAPPEN UNTIL ALL SUBMITTAL ITEMS HAVE BEEN PROVIDED TO THE ARB. VERBAL APPROVAL FROM THE ARB OR ANY MEMBER OF THE ARB, OR FROM THE POA, IS NOT A VALID APPROVAL. IN THE EVENT THAT AN OWNER PROCEEDS WITH IMPROVEMENTS WITHOUT PRIOR WRITTEN APPROVAL FROM THE ARB, AND THE ARB LATER DETERMINES IN THE ARB’S DISCRETION THAT SUCH IMPROVEMENTS DO NOT MERIT APPROVAL, THEN THE ARB MAY REQUIRE THE LOT OWNER TO REMOVE ALL SUCH IMPROVEMENTS AT THE LOT OWNER’S SOLE EXPENSE, OR THE ARB, DECLARANT, OR ASSOCIATION MAY ENTER UPON THE DEFAULTING LOT OWNER’S PROPERTY AND HAVE THE IMPROVEMENTS REMOVED, WITH THE COST OF SUCH REMOVAL TO BE FILED AS A LIEN AGAINST THE LOT OWNER’S PROPERTY.

