

THE HOMEOWNERS' ASSOCIATION OF FAIRWAY ESTATES

GOVERNING DOCUMENTS

- I. RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FAIRWAY ESTATES, A RESIDENTIAL COMMUNITY TO THE CITY OF EDMOND, OKLAHOMA COUNTY, STATE OF OKLAHOMA


- II. AMENDED BY-LAWS OF HOMEOWNERS ASSOCIATION OF FAIRWAY ESTATES, INC. (EXHIBIT C)

- III. FAIRWAY ESTATES PLATS

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**RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR FAIRWAY ESTATES, A RESIDENTIAL COMMUNITY TO THE
CITY OF EDMOND, OKLAHOMA COUNTY, STATE OF OKLAHOMA**

PREAMBLE

THIS RESTATED DECLARATION, effective the date of filing with the Oklahoma County Clerk's Office, is made by the Owners of Lots within Fairway Estates for the purposes set out in the original Declaration filed at Book 6088, Page 1815 (the Original Declaration), and as later supplemented for Fairway Estates 2nd Addition, Fairway Estates 3rd Addition, Fairway Estates 4th Addition, and Fairway Estates 5th Addition.

WITNESSETH:

WHEREAS, the real property situated in the County of Oklahoma, State of Oklahoma, more particularly described on Exhibit "A" hereto attached and made a part hereof, and a water detention area and facilities on the property above described, together with other improvements thereon, is all collectively known as "Fairway Estates;"

WHEREAS, all properties in Fairway Estates are subject to the Original Declaration under Oklahoma's Real Estate Development Act (60 O.S. §851 et seq.); and

WHEREAS, a sufficient percentage of Owners within each section to Fairway Estates voted at a duly called and noticed meeting for the purpose of approving a restated declaration of covenants, conditions, and restrictions.

NOW THEREFORE, the Owners hereby declare that all property described as "Fairway Estates" shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, uses and obligations, all of which are declared and agreed to be for the protection of the value of the property, and for the benefit of any person having any right, title or interest in the described property, and which shall be deemed to run with the land, and shall be a burden and benefit to any persons acquiring such interest, their grantees, successors, heirs, legal representatives and assigns.

ARTICLE I DEFINITIONS

Section 1. "Assessment Schedule" shall mean the amounts adopted pursuant to Article VIII.

Section 2. "Association" shall mean and refer to The Homeowners' Association of Fairway Estates, an Oklahoma corporation.

Section 3. "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association, duly elected pursuant to the By-Laws of the Association.

Section 4. "By-Laws" shall mean the By-Laws adopted by the Association as amended from time to time.

Section 5. "Common Area" shall mean that property so described on the recorded plats of Fairway Estates and, in addition, all real property owned or voluntarily maintained by the Association for the common use and enjoyment of the Owners.

The Common Areas shall consist of all land outside the Lots and not dedicated for public use for Streets within Fairway Estates, together with all facilities and improvements placed thereon, and any and all interest which the Association may acquire in adjacent lands, any easements granted to the Association and the Owners, and in general, all perimeter fences and walls, all apparatus and installations existing or hereafter constructed for common use, and all other parts of the properties necessary or convenient to its existence, maintenance and safety, but not including Lots or Dwelling Units herein described.

Section 6. "Common Area Expenses" shall mean the Owner's pro rata share of the general common expenses including, but not limited to, the Common Area maintenance, repairs, utilities, insurance, management costs, drainways, reserves, capital improvements, assessments, and all other charges which the Association may levy upon the Owners in accordance with this Declaration.

Section 7. "Declaration" shall mean this document of Declaration of Covenants, Conditions, and Restrictions of Fairway Estates, as same may be amended from time to time.

Section 8. "Detached Structure" shall mean any covered or enclosed structure on a Lot not attached to the main residence which it serves, and shall include, but is not limited to, carports, garages, outbuildings, tool sheds, kennels, cabanas, greenhouses, and any temporary structures.

Section 9. "Drainway" shall mean and refer to all swales, channels, watercourses, draws, depressions, ditches, whether or not any of these shall constitute recognizable ravines or gorges of any size, and whether natural or artificial, over and in which surface water flows or is meant to flow.

Section 10. "Dwelling Unit" or "Unit" shall mean and refer to the single family residence constructed or to be constructed on each Lot and any replacement thereof, including the garage, patio and fence, along with the real property underlying the same as described in the deed to such Dwelling Unit.

Section 11. "Dwelling Unit Exterior" shall mean and refer to the roof, foundation, steps, footings, patios, fences, drainways, balconies, crawl spaces and outer surface of exterior walls of the Dwelling Unit, including, without limitation, those portions which serve more than one Dwelling Unit.

Section 12. "Lots" shall mean an individual lot or any combination of lots as shown on the plats for each section to Fairway Estates filed with the Oklahoma County Clerk's office.

Section 13. "Mortgage" shall mean any mortgage or other security instrument by which a Lot or any part thereof or any structure thereon is encumbered.

Section 14. "Mortgagee" shall mean any person or entity named as the Mortgagee under such Mortgage or any successors or assigns to the interest of such person or entity under such Mortgage.

Section 15. "Owner" shall mean and refer to the record owner of any Dwelling Unit, whether one or more persons or entities, excluding those having an interest under an encumbrance. Wherever in this declaration the term "Owner" is used, it shall include and apply to "Owner/Tenant."

Section 16. "Owner/Tenant" shall mean the one or more persons or entities who, as owner of a leasehold interest in any Lot in the Properties and title to the improvements located on the leasehold, or the assignee of the leasehold is entitled of record to possession of any Lot which is a part of the Properties.

Section 17. "Party Wall" shall mean the entire wall or fence, including the foundations thereof, which is built as a part of the original improvements on a Lot and is intended to be placed on the boundary line between adjoining lots.

Section 18. "Person" shall mean an individual, corporation, partnership, association, trust or other legal entity or combination thereof.

Section 19. "Plats" shall mean those instruments filed within the Oklahoma County Clerk's Office creating the Lots and blocks for the Properties.

Section 20. "Properties" shall mean and refer to the real estate in its entirety depicted within the Plats, commonly known as Fairway Estates.

Section 21. "Rules" shall mean the Rules and Regulations, including monetary penalties, adopted by the Association as amended from time to time.

Section 22. "Street" shall mean any street, cul-de-sac, lane, drive, way, avenue, boulevard, court, circle, place, manor, terrace, or other road intended for automobile traffic, as shown on any Plat of the Properties.

ARTICLE II SCOPE OF DECLARATION

Section 1. PROPERTY SUBJECT TO DECLARATION.

Fairway Estates consists of Lots as set out within five separate Plats. The total development area shall not exceed one hundred and thirty-one (131) dwelling units. All dwelling units within Fairway Estates are subject to the provisions of this Declaration.

Section 2. CONVEYANCES SUBJECT TO DECLARATION; REFERENCES IN DEEDS, ETC.

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

Section 3. OWNERS' RIGHTS SUBJECT TO THE PROVISIONS OF THIS DECLARATION.

Each Owner shall own their Dwelling Unit in fee simple for use as a primary single family residence, and shall have full and complete dominion thereof, subject to the provisions of this Declaration.

ARTICLE III PROPERTY RIGHTS

Section 1. OWNERS NONEXCLUSIVE EASEMENT OF ENJOYMENT; LIMITATIONS.

Every Owner and their immediate family shall have a non-exclusive right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to the Lot of such Owner, subject to the following rights:

(a) Association Rights to Use and to Grant Easements. The non-exclusive right and easement of the Association to make such use of the Properties as may be necessary or appropriate for the performance of the duties and functions which it is obligated or permitted to perform under this Declaration. The Association, in its sole discretion, may from time to time grant easements and rights of way on, across, under and over the Common Area to any municipal corporation or public utility company, or other entity providing water, sewer, gas, electricity, telephone, cable television, or other similar service to the Properties or any Common Areas of Fairway Estates.

(b) Association Right to Make Rules. The right of the Association to make such reasonable Rules regarding the use of the Common Area and facilities located thereon by members and other persons entitled to such use.

(c) Protect Property. The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure.

(d) Other Reserved Rights. The rights reserved in this Declaration to Owners, other persons and the Association.

Section 2. DELEGATION OF USE; NONRESIDENT OWNER.

Any Owner may delegate their right of enjoyment of the Common Area to the members of their family, tenants, guests or contract purchasers who may reside in the Dwelling Unit. All such persons shall be subject to the Rules concerning such use.

Section 3. LEASE OF DWELLING UNIT; LEASES IN WRITING AND SUBJECT TO DECLARATION; BREACH HEREIN A LEASE DEFAULT.

Any Owner shall have the right to lease their Dwelling Unit upon such terms and conditions as the Owner may deem advisable, subject to the following. Any such leases shall be in writing and shall provide that the lease is subject to the terms of this Declaration and the Rules. Only an entire Dwelling Unit may be leased, not any portions thereof, and only for single family residential use. Any failure of a lessee to comply with the terms of this Declaration, Articles of Incorporation, By-Laws of the Association, or the Rules shall be a default under the lease enforceable by the Association.

Section 4. NON-DEDICATION TO PUBLIC USES.

Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area to or for any public use or purpose whatsoever.

ARTICLE IV EASEMENTS

Section 1. DWELLING UNIT ACCESS EASEMENT.

Each Owner shall have a non-exclusive easement in, on and through the Common Area for access to said Owner's Dwelling Unit, provided that access by vehicle shall be only over public streets provided therefor.

Section 2. BLANKET EASEMENTS FOR UTILITIES; FOR POLICE, FIRE, ETC.; FOR MAINTENANCE AND REPAIR TO COMMON AREA.

There is hereby created a blanket easement in, on, through, upon, across, over and under all of the Common Area for ingress and egress, installation, replacement, repair and maintenance of all utilities, including, but not limited to, water, sewers, gas, telephones, cable television, and electricity. By virtue of this easement, it shall be expressly permissible for the electrical and/or telephone company providing service to erect and maintain the necessary poles and other necessary equipment on said Common Area and to affix and maintain electrical and/or telephone wires, circuits, and conduits on, above, across and under the roof and exterior walls of the buildings upon the Common

Area. An easement is further granted to all police, fire protection and ambulance personnel, and all similar persons to enter upon the Common Area in the performance of their duties. Further, an easement is hereby granted to the Association to enter in, onto, above, across or under the Common Area and any Lot to perform the duties of maintenance and repair to the Common Area. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Common Area except as approved by the Association. Should any utility furnishing a service covered by this general easement request a more specific easement, the Association may grant such an easement to the Common Area by a separate recorded instrument without conflicting with the terms hereof and without consent of the Owners being required. The easements provided for in this Article shall in no way affect any other recorded easement to said Common Area.

Section 3. EASEMENTS FOR ENCROACHMENTS.

If any part of the Common Area encroaches or shall hereafter encroach upon a Dwelling Unit adjacent thereto, an easement for such encroachment and for the maintenance of the same does and shall exist. If any part of a Dwelling Unit unintentionally encroaches or shall hereafter (whether because of reconstruction, settling, shifting or otherwise) encroach upon the Common Area, or upon another Dwelling Unit, the Owner of that encroaching Dwelling Unit does and shall have a continuing easement for such encroachment and for the maintenance of the same until such time as such dwelling unit is removed or replaced.

Section 4. EASEMENTS FOR DRAINAGE.

The Association is hereby granted an easement and right of access in, on and through any Lot for the purposes of maintenance, repair, replacement or construction of Drainways as it deems necessary to promote the best and most reasonable flow of surface water. Pursuant to said easement, the Association shall have the right to divert, accentuate or otherwise alter any Drainway.

Section 5. EASEMENTS DEEMED APPURTENANT.

The easements and rights herein created for an Owner shall be appurtenant to the Dwelling Unit of that Owner, and all conveyances and instruments affecting title to a Dwelling Unit shall be deemed to grant and reserve the easements and rights as provided herein, as though set forth in said document in full, even though no specific reference to such easements or restrictions appears.

ARTICLE V USE AND OTHER RESTRICTIONS

Section 1. USE; RESIDENTIAL; NEW CONSTRUCTION.

All of the Properties shall be used for residential purposes, for services and activities in conjunction with said residential use, for Dwelling Units, and for the maintenance administration of the aforementioned. All structures erected upon the Properties shall be of new construction and none

shall be moved from other locations onto the Properties. No more than 131 Dwelling Units shall be constructed, used, or occupied on the Properties. All Dwelling Units shall contain a minimum of 2,500 square feet of living area, exclusive of garages. All Dwelling Units shall be constructed as follows:

(a) All roofs shall be laminated composition or tile construction having at least a 40 year warranty of Antique Slate or Weathered Wood colors. Coated Aluminum or stone coated steel are permitted in colors similar to Antique Slate or Weathered Wood composition. Existing roofs will be "grandfathered," however no new roofs are to be of wood shake material. Notwithstanding the foregoing, each Owner may replace a roof existing at the time this Amendment is filed with a roof of substantially the same materials and color.

(b) All Dwelling Units shall have at least a two (2) car garage.

(c) Chimneys shall be constructed of brick or stone on three (3) sides, and shall be approved by the Architectural Committee.

(d) All Dwelling Units in the Addition shall have exterior finishes consisting of not less than eighty percent (80%) brick, stone or stucco veneer and twenty percent (20%) frame or other material which will blend with the type and color of brick, stone or stucco veneer used. It is the intention of this restriction to permit materials other than brick, stone or stucco to be used but in no event shall a continuing wall consisting of twenty percent (20%) of the exterior of the structure be built of material other than brick, stone or stucco veneer. The Architectural Committee may grant such exceptions to the above limitations which it in its sole discretion shall be deemed to be in the best interests of the appearance of particular sections of the addition.

(e) Any two-story Dwelling Unit built in Fairway Estates shall have a minimum of 1,800 square feet on the first or ground floor.

(f) Prior written approval is required by the Architectural Committee before commencement of any additions, modifications or changes to the Dwelling Unit Exterior, detached structures or Lot (hereinafter referred to as Miscellaneous Structures) which includes but is not limited to the following:

1. Detached garages;
2. Outbuildings (a structure not attached or forming a part of the main residential structure);
3. Storage;
4. Tool shed;
5. Kennels;
6. Pool house or cabana;
7. Greenhouse;
8. Pergola;
9. Radio or television tower;
10. Antenna or aerial;
11. Solar panels;
12. Roof replacements;

13. Satellite dish no larger than 29" in diameter;
14. Above-ground pool; or
15. Any temporary structure.

This restriction is not intended to prohibit Miscellaneous Structures, but only to control the size, location and appearance of the same in order to protect all Owners of all Lots.

(g) No Miscellaneous Structure shall be built in Fairway Estates with what is commonly called a pier and grade beam foundation, or will be approved, unless the brick, stone, wood, etc. leave no exposed concrete at the foundation of the structure (such as a stem wall).

Section 2. [INTENTIONALLY DELETED]

Section 3. PROHIBITIONS; WASTE; ALTERATIONS OF COMMON AREA OR DWELLING UNIT EXTERIOR.

All use and occupancy of the Common Area shall be subject to and governed by the Rules. No damage or waste shall be committed to the Properties. No Owner shall alter any of the Common Area or any Dwelling Unit Exterior without the prior written consent of the Architectural Committee. Nothing shall be done within the Properties which would impair the structural integrity of any improvement located on the Properties.

Section 4. NO IMPERILING OF INSURANCE.

Nothing shall be done within the Properties which might result in an increase in the premiums of insurance obtained for any portion of the Properties or which might cause cancellation of such insurance, except with the prior written consent of the Board.

Section 5. NUISANCES; OFFENSIVE ACTIVITY; HAZARDOUS ACTIVITY; DUMPING GROUND; GARBAGE STORAGE AND DISPOSAL.

(a) No noxious or offensive activity shall be carried on upon the Common Area or Owners' Properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Properties. No activity shall be conducted on any part of the Properties which is or might be unsafe or hazardous to any person. No part of the Common Area may be used as a dumping ground for garbage, trash, waste, grass, brush, or tree clippings, and the same shall be kept in a clean and sanitary manner. All equipment for the storage or disposal of garbage, trash, and waste shall be kept in a clean and sanitary condition and restrained from view when not in use. Garbage, trash or waste disposal shall be made in such a manner as may be established by the Association, and the burning of garbage, trash or waste in outside incinerators, barbecue pits or the like is strictly prohibited.

(b) No vacant Lot shall be used for the dumping of ashes, trash, grass clippings or other refuse. Each Owner of a vacant Lot shall be required to keep it in presentable condition, mowed and free of

debris. The Architectural Committee may after fourteen (14) days' written notice delivered or mailed to the last known address of the Owner of any vacant Lot advising such Owner of their violation of this restriction, have such vacant Lot mowed, trees trimmed, or debris removed, and levy the cost thereof as a lien upon such Lot by filing written notice of such lien and the amount thereof in the land records of Oklahoma County, State of Oklahoma, and may enforce the same in the manner provided for the enforcement of materialman's liens by the laws of the State of Oklahoma.

(c) Refuse piles or other unsightly objects and materials shall not be placed or remain upon the Common Area or any Dwelling Unit Exterior. The Association shall have the right to enter upon any Dwelling Unit Exterior and to remove such refuse piles or other unsightly objects and materials at the expense of the Owner, and upon due notice to Owner and failure of Owner to comply with this Section such entry shall not be deemed a trespass. All clotheslines, garbage cans, equipment, storage piles or other unsightly items shall be located as not to be visible from the Common Area or any other Unit within the Properties. City of Edmond garbage containers shall be placed at the curb no earlier than the night before the designated trash collection day and removed from the street as soon as possible after garbage collection. During any time other than designated trash collection, every effort should be made to keep garbage containers so as not to be visible from the street.

Section 6. SIGNS.

No permanent signs, billboards or advertising devices of any nature shall be erected or maintained on any part of the Properties except those in compliance with the Rules of the Association. The Association may erect signs or notices for identification purposes in accordance with the applicable state and municipal laws or codes.

Section 7. PETS.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any of the Properties except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, and shall be subject to the rules of any governmental ordinances or laws. Dogs shall be leashed at all times when outside a Dwelling Unit. All pets must be under their Owner's control. Pets constituting a nuisance may be ordered by the Board to be kept within the Dwelling Unit of the Owner or ordered expelled from the Properties. Any Owner who causes any animal to be brought or kept within the Properties shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the Properties, whether or not the Association has given its permission therefor.

Section 8. [INTENTIONALLY DELETED]

Section 9. MINERAL EXPLORATION.

No portion of the Properties shall be used to explore for or to remove any water, soil, hydrocarbons, or other materials of any sort, unless approved by the Board.

Section 10. TREES, SHRUBS AND WATER; ALTERATION OR OBSTRUCTION OF DRAINWAYS.

The removal of trees, shrubs, and other improvements from the Common Area shall be prohibited without the express written approval of the Board. No person shall permit water to be introduced or placed into or on the soil anywhere within the Common Area without the express written approval of the Board. No person other than the Association shall alter any Drainway anywhere on the Properties or permit the same, by act or omission, to become obstructed in any manner, but nothing herein shall relieve any Owner of their duty to maintain Drainways as otherwise provided.

Section 11. PARKING.

(a) For purposes of this Declaration, a recreational vehicle shall include: motor homes, motor coaches, buses, boats, cab-over pickup campers, camping trailers or trailers of any type.

(b) All Unit Owners, Owner/Tenants and their occupants' vehicles shall be parked in either the Unit Owner or Owner/Tenants' garage or driveway.

(c) Inoperable or other vehicles that are not in use as every day transportation shall be parked within a Unit Owners or Owner/Tenant's garage. An "inoperable vehicle" shall be defined as any vehicle that is incapable of being driven under its own propulsion.

(d) No vehicle shall be parked on a street blocking a mailbox.

(e) No vehicle of any type shall be parked anywhere on the Common Area.

(f) No automobile, or other vehicle shall be parked in any yard, nor shall any automobile or other vehicle be repaired, dismantled or rebuilt on any Lot, driveway, street or yard of any Lot except for minor repairs, such as an oil change, taking no longer than half (1/2) a day.

(g) A recreational vehicle may be parked on a Unit Owner or Owner/Tenants' driveway for a period not to exceed two (2) days. A boat or other watercraft may be permanently stored on an Owner or Owner/Tenant's Lot provided it is not visible from the street.

(h) Guests of a Unit Owner or Owner/Tenant with a recreational vehicle may temporarily locate on the Dwelling Unit or Owner/Tenant's driveway for a period of one (1) week.

(i) Construction, service and delivery vehicles shall be exempt from this Section for such period of time as is reasonably necessary to provide service or to make a delivery to a Unit, Lot or Common Area.

(h) Exceptions and/or extensions may be given in writing from either the Architectural Committee or the Board of Directors.

Section 12. MECHANIC'S LIENS.

No labor performed or materials furnished with the consent or at the request of Owner, their agent, contractor, or subcontractor shall create any right to file a mechanic's lien against the Dwelling Unit of any other Owner who does not consent to or request the same or against any interest in the Common Area. Each contracting or consenting Owner shall indemnify, defend, and hold harmless the Association and each of the other Owners from and against liability arising from the claim of any lien or against the Dwelling Units for labor performed or for materials furnished at the request of the contracting or consenting Owner. At the written request of any Owner, the Association shall enforce such indemnity by collecting from the contracting or consenting Owner the amount necessary to discharge any such lien and all costs incidental thereto, including attorneys' fees and expenses. Said expenses shall be added to his regular assessment.

Section 13. [INTENTIONALLY DELETED]

Section 14. RULES.

Every Owner, their guests, members of their family, servants, employees, invitees, lessee and licensees shall adhere strictly to the Rules.

Section 15. UTILITIES.

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

Section 16. SIDEWALKS.

Each Lot shall have installed a sidewalk located adjacent to the Street facing the front of the Dwelling Unit, the sidewalk being constructed at least 48 inches wide and three feet from the curb of the Street. The sidewalks within the Properties shall be interconnected. Maintenance of the sidewalk on a Lot shall be the responsibility of the Owner.

Section 17. FENCING.

All fencing must be approved by the Architectural Committee.

Section 18. MAILBOXES.

All mailboxes shall be located in the front of each Lot. The design and location of each mailbox shall be approved by the Architectural Committee.

Section 19. YARDS AND MAINTENANCE.

All front yards must be sodded upon completion of a Dwelling Unit. Each Unit Owner is required to keep their property and improvements in good order and repair, including but not limited to seeding, watering, edging and mowing the lawn, weeding, pruning all trees and shrubbery, and care of all buildings and external improvements. Should an Owner fail to provide minimum lawn care and maintenance for their Lot, and after first giving notice to the Owner of the deficiency and a reasonable period of time for the Owner to remedy the deficiency, the Architectural Committee may direct maintenance of the Lot at the Owner's expense.

Section 20. [INTENTIONALLY DELETED]

Section 21. [INTENTIONALLY DELETED]

Section 22. [INTENTIONALLY DELETED]

Section 23. TANKS.

No elevated tanks of any kind shall be erected, placed or permitted on any Lot or Common Area.

Section 24. [INTENTIONALLY DELETED]

Section 25. IMPROVEMENTS AND ALTERATIONS; PLANS AND SPECIFICATIONS; APPROVAL.

No Dwelling Unit, building, fence, wall, Miscellaneous Structure or other improvement or structure, including mailboxes, shall be commenced, erected, placed, moved or maintained upon any Lot, nor shall any exterior addition to or change in any improvement located on any Lot be made until the complete plans and specifications showing the precise and exact nature, kind, shape, height, set-back, materials, color and location of the same shall have been submitted in duplicate to, and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the Properties by, the Architectural Committee.

Section 26. SIDE SET BACK.

There is hereby created for all Lots, or sites, a side Lot set back line of not less than five (5) feet.

Section 27. REAR SET BACK.

No structure shall be located nearer the rear lot line of any lot or site than the minimum requirement by the City of Edmond or 20 feet, whichever is greater.

Section 28. SET BACK OF BUILDING STRUCTURES.

No Dwelling Unit or Miscellaneous Structure or part thereof, except as hereinafter provided, shall be erected or maintained on any of the Lots nearer to the front street or the side street than the front building limit line or the side building limit line of the aforementioned Lots, except as shown on the Plat. No part of any building structure on the Lots shall be erected nearer than five (5) feet to the side property line except that cornices, spouting, chimneys and ornamental projections may extend two (2) feet nearer the side property line. Any other deviation of side setbacks must have the prior written approval of the Architectural Committee. All setbacks must comply with the requirements of the ordinances and subdivision regulations of the city of Edmond.

Section 29. [INTENTIONALLY DELETED]

Section 30. ELEVATION.

Each Dwelling Unit on any Lot shall present an elevation to the Street on which it faces and said elevation must be acceptable to the Architectural Committee.

Section 31. [INTENTIONALLY DELETED]

ARTICLE VI ARCHITECTURAL CONTROL

Section 1. APPROVAL OF PLANS AND SPECIFICATIONS BY ARCHITECTURAL COMMITTEE.

No Dwelling Unit, Miscellaneous Structures, building, wall, storage, structure, above ground pool, solar panels, satellite dish signal receivers, T.V. antenna, radio antenna, awning or fence shall be commenced, erected, placed or altered (including the color thereof) on any Lot until the plans and specifications showing the nature, kind, shape, height, materials and location of such have been submitted to and approved in writing as to quality of workmanship and materials, and conformity and harmony of exterior design with existing structures, and location with respect to existing buildings, topography and finished ground elevation, by the Architectural Committee. Approval of plans and specifications requires a majority vote of the Architectural Committee. Obtaining and retaining evidence of approval from the Architectural Committee is the responsibility of the Unit Owner.

Section 2. LANDSCAPING.

The Architectural Committee may require the removal, transplanting or restriction of any landscaping of any Owner determined to be or which may become a nuisance to other Owners or a hindrance to sight-triangles or for similar reasons within the Properties.

Section 3. COMMITTEE ADDRESS.

All plans and specifications shall be submitted in writing to the Architectural Committee at the

following address:

The Homeowners' Association of Fairway Estates
P.O. Box 1371
Edmond, OK 73083-1371

or to such other address as may hereafter be given in writing to the Owners by the Association or by said Architectural Committee.

Section 4. ORGANIZATION; APPOINTMENT BY BOARD.

The Architectural Committee shall consist of a minimum of five persons appointed by the Board of Directors. Committee members shall be appointed by the Board of Directors and must be Owners. Members of the Architectural Committee shall not be entitled to any compensation for services performed, but may be reimbursed for actual costs incurred with the approval by the Board. In the event any Committee member shall die or resign, the Board may appoint a replacement to serve out the term of such Committee member.

ARTICLE VII THE ASSOCIATION

Section 1. DUTIES AND RESPONSIBILITIES OF THE HOMEOWNERS' ASSOCIATION OF FAIRWAY ESTATES; OWNER AND MANAGER OF COMMON AREAS.

The Homeowners' Association of Fairway Estates is an Owner's association for the Properties which has certain administrative and managerial rights and responsibilities as set forth within the Declaration and By-Laws. Any purchaser of a Dwelling Unit shall be deemed to have assented to, ratified, and approved of such designation and management. The Association shall have the following duties, rights and powers:

- (a) Assessment Collection. To collect periodic assessments from Owners; to collect delinquent assessments by suit or otherwise; and to collect such other assessments as are herein authorized.
- (b) Meet Expenses. From funds collected, to provide for maintenance, management, insurance, and such other expenses as are enumerated in this Declaration.
- (c) Property Dealing. To lease, acquire and sell real or personal property in pursuance of its obligations.
- (d) Violation Enforcement. To enjoin or seek damages from the Owners for violation of this Declaration, the Articles of Incorporation of the Association, the By-Laws or the Rules.
- (e) Property Management Duties. To employ workmen and others to contract for services to be performed, including those of a manager hired by the Board to assist in the Association's management responsibilities (the Manager); to purchase supplies and equipment; to enter into contracts; and

generally to have the powers of a property manager in connection with the matters herein set forth, except that the Association may not encumber or dispose of the fee-title of any Owner except to satisfy a lien, award or judgment against such Owner for violation of the Owner's covenants imposed by this Declaration. The Association shall not enter into any contract or management agreement for the furnishing of services (other than utility services), materials or supplies, the term of which is in excess of one year; and further provided, that any contract or management agreement entered into (excluding those utilities) by the Association shall be terminable by the Association for cause upon thirty (30) days' written notice or without cause or payment of a termination fee upon ninety (90) days' written notice.

(f) Protect Properties. To protect and defend the Properties from loss and damage by suit or otherwise.

(g) Employ Professionals; Audit; Inspection Rights. To employ counsel, attorneys and auditors in connection with legal matters of the Association and in connection with the audit of its books and records, which audit shall be made when deemed necessary by the Board of Directors and shall be available to Owners, as hereinafter provided, for inspection. Any audit may be in a form as directed by the Board.

(h) Deposit Funds. To deposit funds in the hands of the Board which are not necessary for immediate disbursements in federally-insured savings accounts of national or state banks or savings and loan institutions earning a reasonable rate of interest.

(i) File Zoning or Variance Protests. To file legal protests, formal or informal with authorities against the granting by authorities of zoning ordinances or variances as to any property within a reasonable proximity of the Properties which might affect the value of any Owner's interest in the Properties.

Section 2. THE BOARD OF DIRECTORS; NUMBER; ELECTION AT ANNUAL MEETING.

The Board of Directors shall consist of not less than three (3) individuals, each of whom shall be a voting member, and said Board shall be elected at each annual meeting of the members of the Association as provided in the By-Laws, except as provided below.

Section 3. MEMBERSHIP; AUTOMATIC AND MANDATORY; EFFECTIVE DATE OF MEMBERSHIP.

Any Owner acquiring a fee simple record ownership interest in a Dwelling Unit by deed or Owner/Tenant acquiring possession by perma-lease and bill of sale or otherwise shall automatically become a member of the Association. Such ownership interest shall be the sole qualification for membership. Upon the sale or transfer of a Dwelling Unit by an Owner, that person's membership shall terminate and shall be automatically transferred to the purchaser or transferee. Membership shall be appurtenant to and may not be separated from ownership. The membership of an Owner shall be effective for all purposes upon the Owner's occupancy of their Unit; provided, however, that any Owner may, prior to occupancy, voluntarily commence payment of assessments hereunder and thereupon become a member as fully, as of such first payment, as if occupancy had occurred.

Section 4. VOTING; ONE VOTE PER UNIT.

All Owners who are Members in Good Standing shall be entitled to one (1) vote per Dwelling Unit owned. When more than one person holds an interest in any Dwelling Unit, all such persons shall be members. The vote for such Dwelling Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Dwelling Unit. "Member in Good Standing" shall mean an Owner who has remitted all applicable and then due assessments, has no liens, and is not in violation of the Declaration or By-laws.

Section 5. INDEMNIFICATION OF ASSOCIATION OFFICERS AND DIRECTORS, EMPLOYEES; MISFEASANCE OR MALFEASANCE.

Each director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon them in connection with any proceeding to which they may be a party, or in which they may become involved, by reason of being or having acted as such upon behalf of the Association; provided that this indemnification shall not apply if the person is adjudged guilty of willful misfeasance or malfeasance in the performance of their duties; provided, further, that in the event of a settlement, the indemnification herein shall apply only when the Board approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such person may be entitled.

Section 6. LIMITATION UPON LIABILITY OF ASSOCIATION.

Notwithstanding the duty of the Association to maintain and repair parts of the Properties, the Association shall not be liable for injury or damage, other than the normal costs of the maintenance and repair, caused by the conduct of other Owners or persons or by casualties for which insurance pursuant to this Declaration is not required, or for which insurance is not provided by the Association.

ARTICLE VIII ASSESSMENTS

Section 1. ASSESSMENTS; REGULAR AND SPECIAL; PERSONAL OBLIGATION; DUE DATES; PRO-RATA SHARE.

Each Owner agrees to pay the Association regular assessments or charges and special assessments, both to be fixed, established and collected from time to time as herein provided. Such assessments, together with interest and the cost of collection in the event of delinquency in payment as allowed in Section 4 of this article also shall be the personal obligation of the person who was the Owner, or of the persons jointly and severally who were the Owners, at the time when the assessment was made. Owners shall remit assessments to the Association as of the date of closing the original purchase of an Owner's Dwelling Unit and prorated if upon a date other than the due date of an

assessment, and thereafter on an annual basis commencing on the date set by the Board. The prorata share of assessments of each Owner shall be in accordance with the Assessment Schedule.

Section 2. PURPOSE OF ASSESSMENTS; MANAGEMENT AND MAINTENANCE; RESERVES; REPAIRS RESULTING FROM NEGLIGENT ACTS.

The assessments levied by the Association shall be used exclusively for the management and maintenance of the Common Area, and for the performance of all other duties and obligations incurred by the Association pursuant to the Declaration, including, but not limited to: the provision of services and facilities related to the use and enjoyment of the Common Area; the maintenance, repair and replacement of underground utilities, Drainways, lighting, walkways (as hereinafter provided); sprinkler systems, landscaping, garbage pickup, water and sewer service, recreational programs, the operation and maintenance of recreational facilities, including personnel necessary for implementation, administration, expenses, working capital, rental and acquisition of real or personal property, and such expenses as the Association, in the opinion of the Board, shall determine to be necessary and desirable, including the establishment and maintenance of a cash reserve and a sinking fund for all of the foregoing purposes, including, but not limited to, an adequate reserve fund for the maintenance, replacement and repair of those elements of the Common Area which must be replaced on a periodic basis, to be charged against the Owners as part of their regular assessment. In the event repairs are required resulting from negligent acts of an Owner, or the Owner's family, guests, employees, invitees or lessees, that Owner shall reimburse the Association.

Section 3. BASIS OF ASSESSMENTS.

(a) Utility Charges. Water, sewer, electricity, cable television and all other public utility charges incurred in operating, maintaining, repairing, replacing, or administrating the Common Area or offsite facilities, based upon actual charges levied by the respective public utility or municipality.

(b) Common Area Expenses; Special Fees. Maintenance, repair, replacement, administration and operation of the Common Area, all of which expense may take into account any sinking fund established for future expected expenditures. A separate fee may be levied by the Association for participants in a special program, for supplies, for specialized classes, or for special tours, functions or other activities, all of which activities are to be voluntary only. Such separate fee is not to be considered a Common Area Expense.

(c) Individual Assessments. The Association shall have the right to add to any Owner's assessment as provided in this Article those amounts expended by the Association for the benefit of any individual Dwelling Unit and the owner thereof for maintenance, repairs, and replacements caused by the negligent or willful acts of any Owner, his family, guests, employees, licensees, lessees or invitees, or for costs incurred by bringing such Lot or Owner into compliance with the Declaration and/or By-laws.

(d) Levy of Assessments; Estimation of Assessments; Adjustment; Actual Overage and Shortage. During the last month of each calendar year, the Board shall determine the estimated regular assessment

payable the following year by each Owner; provided, however, that such assessment may be adjusted upon a finding of necessity by the Board, but no more than twice in any one year.

(e) Non-Exemption. No Owner shall be relieved from payment of any assessment or charge by waiver or suspension of the use of any of the Common Area or by the abandonment or leaving of a Dwelling Unit.

Section 4. NON-PAYMENT OF ASSESSMENTS.

(a) Late Charge; Interest; Acceleration; Costs; Attorney Fees; Voluntary Payment By Mortgagee. Assessments and fees shall be due and payable on the first day of each month or the first day of the period fixed for payment of the assessment or fees, and shall become delinquent unless paid ten (10) days thereafter. All unpaid assessments and fees shall be subject to a late charge for non-payment as may be determined from time to time by the Board. If such fees or assessments are not paid within thirty (30) days after the due date, they shall bear interest from the date of delinquency at the rate of twenty percent (20%) per annum or other reasonable rate fixed by the Board and uniformly applied. In the event it shall become necessary for the Board to collect any delinquent assessments or fees, whether by foreclosure of a lien hereinafter created or otherwise, the delinquent Owner shall pay in addition to the assessment and late charge and interest hereinabove provided all costs of collection, including reasonable attorneys' fees and costs incurred by the Board in enforcing payment. Any mortgagee holding a lien on a Unit may pay, but shall not be required to pay, any unpaid Common Area Expenses payable with respect to such Unit, and such payment shall not be deemed a waiver by the Association of default by the Unit Owner.

(b) Lien; Recording; Foreclosure; Subordinate To Recorded First Mortgage; Rental; Possession By Association. The Association is hereby granted a lien against the Owner's Lot for any payment or payments which the Owner fails to make within thirty (30) days after the due date; provided, however, that (1) such lien shall be effective only upon recordation of a notice thereof in the office of the Oklahoma County Clerk, State of Oklahoma, and each Owner, by accepting a deed to their Lot, designates any one of the officers of the Association or its duly appointed manager as agent with full irrevocable power and right to record a notice of lien in favor of the Association; (2) a lien accruing hereunder shall be foreclosed in the same manner as provided by the laws of the State of Oklahoma for foreclosure of mortgages on real property; and (3) such lien shall be subject and subordinate to and shall not affect the right of a holder of any recorded first mortgage now or hereafter placed on the Lot in good faith and for value. The lien hereby given shall also be a lien upon all of the rents and profits of the encumbered Dwelling Unit. In the event of foreclosure, the Owner shall be required to pay reasonable rental to the Association for occupying the same during the period of the foreclosure and, if after the filing of a foreclosure action the Owner's Dwelling Unit is left vacant, the Board may take possession and rent said Dwelling Unit or apply for the appointment of a receiver for the Dwelling Unit without notice to the Owner. In addition to the lien herein granted, the Board shall have the right to bring an action at law against any Owner who fails to pay any amounts assessed against his Dwelling Unit and obtain a judgment for the amount of the assessment due plus costs as herein provided. The Board shall have the power to bid at the foreclosure sale, and if title is obtained, hold, lease, mortgage and encumber or convey the same.

(c) Sale Not Release of Lien. Sale or transfer of any interest by an Owner shall not affect or release any lien granted the Association herein.

(d) Foreclosure Conveyance Extinguishes Lien; Unpaid Amounts Common Expense; Mortgagee Obtaining Title. In the case of the conveyance of a Dwelling Unit pursuant to foreclosure proceedings or by deed in lieu of foreclosure, such transfer of title shall extinguish the lien for all unpaid assessments made by the Association becoming due before the date of transfer of title or date of first possession, whichever comes first. The amount remaining unpaid with respect to which the lien is extinguished shall be deemed to be a Common Area Expense collectible from all the Owners as such, without prejudice to the right of the Association to recover such amount from the delinquent Owner. Where the holder of the first mortgage of record or other purchaser obtains title to the Unit as a result of foreclosure of the first mortgage, such acquirer of title shall not be liable for the share of the Common Area Expenses or assessments chargeable to such Unit which became due prior to acquisition of title to such Unit by such acquirer.

ARTICLE IX MAINTENANCE

Section 1. MAINTENANCE OF THE COMMON AREA.

The Association shall provide for the care, operation, management, and repair of the Common Area. Without limiting the generality of the foregoing and by way of illustration, the Association shall keep the Common Area in good, clean, attractive and sanitary order and repair; may arrange to be furnished to the Common Area and each of the Dwelling Units water, sewer, electricity, cable television, gas and all other necessary utility services (Dwelling Units are to be separately metered for any or all of such services, in which event the obligation to pay for such services shall be that of the Owners with respect to their Dwelling Unit); may maintain and replace all or any portion of the landscaping; may provide for rubbish collection; may remove snow, ice and other materials from the Street and walkways; shall keep the Properties safe, attractive and desirable; and may make necessary or desirable alterations or improvements to the Common Area. Nothing herein shall be construed as waiver of any right by the Association to recover for any damage or expense incurred as the result of the willful or negligent action or omission of any person.

Section 2. WILLFUL OR NEGLIGENT ACTS.

In the event that any maintenance, repair or other work is required because of the willful or negligent action or lack of action of any Owner, their family, guests, tenants, invitees, lessees or licensees and such maintenance, repair or other work is not covered or paid for by insurance for the benefit of the Association, the Board may perform such work or cause the same to be performed at that Owner's cost and expense and may make an assessment to recover payment thereof against that Owner, provided, except in the event of an emergency, any such Owner shall be given ten (10) days' prior notice within which to perform the required maintenance repair or work.

ARTICLE X INSURANCE

Section 1. FIDUCIARY LIABILITY INSURANCE.

The Board of Directors may obtain and maintain, to the extent maintainable, professional and fiduciary liability insurance coverage against dishonest acts on the part of directors, managers, trustees, employees or volunteers responsible for handling funds belonging to or administered by the Association. The fidelity bond or insurance must name the Association as the named insured and shall be written in an amount sufficient to provide protection which is in no event less than one and one-half times the estimated annual operating expenses and reserves. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.

Section 2. WILLFUL OR NEGLIGENT ACTS.

The Association may, in its sole discretion, elect to carry insurance to cover other perils.

Section 3. MORTGAGEE'S RIGHTS; DISTRIBUTION OF INSURANCE PROCEEDS.

In the event of substantial damage to, or destruction of, any part of the Common Area, any distribution of insurance proceeds hereunder shall be made to the Association, and no Owner or other party shall be entitled to priority over the Association with respect to any such distribution; provided, however, that nothing in this Section 3 shall be construed to deny the Association the right to apply any such proceeds to repair or replace damaged portions of the Common Area.

Section 4. WAIVER.

The Association and each Owner hereby waive and release any and all claims which they may have against any Owner, the Association, its officers, members of the Board, its employees and agents for damage to the Properties or to any personal property located on the Properties, caused by any casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

ARTICLE XI CONDEMNATION PROCEDURE

Section 1. CONDEMNATION OF COMMON AREA.

In the event of a proceeding in condemnation or partial condemnation of any Common Area by any governmental authority authorized to do so, the proceeds from such condemnation attributable to the Common Area shall be distributed unto the Association.

the Association or by any member to enforce any covenant, condition, or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association or any Owner shall also have the right to enforce by proceedings at law or in equity the provisions of the Articles or By-Laws and any amendments thereto. A first mortgagee, upon request made in writing to the Association, will be entitled to written notification from the Association of any default in the performance by the individual Unit borrower of any obligation under this declaration, or the By-laws or Rules of the Association which is not cured within sixty (60) days.

Section 2. INVALIDITY.

Any provision of this Declaration invalidated in any manner whatsoever shall not be deemed to affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision has never been included herein.

Section 3. CLAIMS.

No claim or cause of action shall accrue in favor of any person in the event of the invalidity of any provision of this Declaration or for failure of the Association to enforce a provision hereof. This Section 3 may be pleaded as a full bar to the maintenance of any suit, action, or arbitration brought in violation of this provision.

Section 4. WAIVER.

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 5. CAPTIONS.

The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Declaration nor the intent of any provision hereof.

Section 6. CONTEXT.

The use of the singular shall be deemed to refer to the plural, and vice versa, when the context so requires.

IN WITNESS WHEREOF, the undersigned Owners have caused this Declaration to be executed on the date designated on the signature pages attached hereto.

EXHIBIT "C"
AMENDED BY-LAWS OF HOMEOWNERS ASSOCIATION OF FAIRWAY ESTATES, INC.

The name of the organization shall be The Homeowners' Association of Fairway Estates, Inc. (the "Association"):

ARTICLE I
PURPOSE AND PARTIES

1. **Governance of Development Regime.** The purpose for which this non-profit corporation is formed is to govern the development project known as Fairway Estates, hereinafter referred to as "Project," situated in Edmond, Oklahoma County, Oklahoma, which property is described in the Declaration of Conditions; Covenants and Restrictions of Fairway Estates ("Declaration") and which property has been submitted to the regime created by the Declaration and the Exhibits thereto, including a true and correct copy hereof. All definitions contained in said Declaration shall apply hereto and are incorporated herein by reference.
2. **Owners Subject to These By-Laws; Acceptance of By-Laws.** All present or future Owners, tenants, future tenants of any Unit, or any other person who might use in any manner the facilities of the Project are subject to the provisions and any regulations set forth in these By-Laws. The mere acquisition, lease or rental of any Unit or the mere act of occupancy of a Unit will signify that these By-Laws are accepted, approved, ratified, and will be complied with.

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

1. **Membership.** Except as is otherwise provided in these By-Laws, ownership of a Unit is required in order to qualify for membership in this Association. Any person on becoming an Owner of a Unit shall mandatorily and automatically become a member of this Association and be subject to these By-Laws. Such membership shall terminate without any formal Association action whenever such person ceases to own a Unit, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with this Association during the period of such ownership and membership in this Association, or impair any rights or remedies which the Owners have, either through the Board of Directors of the Association or directly, against such former Owner and member arising out of, or in any way connected with, ownership and membership and the covenants and obligations incident thereto.
2. **Voting.** Voting shall be on a per Unit basis, and the number of votes to which any person is entitled shall be based on one (1) vote per each Unit owned.
3. **Quorum.** Except as otherwise provided in these By-Laws, the presence in person or by proxy of Owners representing ten percent (10%) of the Units shall constitute a quorum. In the event a

quorum is not present, then the meeting called shall be adjourned, and notice of a new meeting for the same purposes within two (2) to four (4) weeks shall be sent by mail, at which meeting the number of Owners represented in person or by proxy shall be sufficient to constitute a quorum. An affirmative vote of a majority of the Unit Owners present either in person or by proxy shall be required to transact the business of the meeting.

4. **Proxies.** Votes may be cast in person or by written proxy. Proxies must be delivered to the Secretary, Assistant Secretary, or property management company of the Association before the appointed time of each meeting.

ARTICLE III ADMINISTRATION

1. **Association Responsibilities.** The Association will have the responsibility of administering the Project through a Board of Directors.
2. **Place of Meeting.** Meetings of the Association shall be held at such suitable place convenient to the Owners, as the Board of Directors may determine.
3. **Annual Meetings.** The annual meeting of the Association shall be held on the date set by the Board. At such meetings there shall be elected by ballot of the Owners a Board of Directors in accordance with the requirements of Paragraph 5 of Article IV of these By-Laws. The Owners may also transact such other business of the Association as may properly come before them.
4. **Special Meetings.** It shall be the duty of the President to call a special meeting of the Owners as directed by resolution of the Board of Directors, or upon a petition signed by a majority in voting interest of the Owners and having been presented to the Secretary or Assistant Secretary of the Association. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business except as stated in the notice shall be transacted at a special meeting unless by consent of two-thirds (2/3), in interest, of the Owners present, either in person or by proxy. Any such meetings shall be held after the first annual meeting and shall be held within thirty (30) days after receipt by the President of such resolution or petition.
5. **Notice of Meetings.** It shall be the duty of the Secretary or Assistant Secretary of the Association to mail a notice of the Annual and/or Special meetings, stating the purpose thereof as well as the time and place it is to be held, to each Owner of record who shall be entitled to send a representative to attend such meeting, at least ten (10) days, but not more than thirty (30) days, prior to such meeting. The mailing of the notice in the manner provided in this paragraph shall be considered notice served.
6. **Adjourned Meetings.** [Intentionally Deleted]

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

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

ARTICLE IV BOARD OF DIRECTORS

1. **Number Qualification and Appointment or Election.** The Association shall be governed by a Board of Directors consisting of no less than three (3) and no more than nine (9) persons elected by a majority of the Unit Owners and who shall thereafter govern the affairs of this Association until their successors have been duly elected and qualified.
2. **General Powers and Duties.** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Properties. The Board of Directors may do all such acts and things except as prohibited by law or these By-Laws or by the Declaration.
3. **Other Powers and Duties.** Such powers and duties of the Board of Directors shall include, but shall not be limited to, the following, all of which shall be done for and on behalf of the Owners:
 - 3.1. **Administration.** To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Declaration, the By-Laws of the Association and supplements and amendments thereto.
 - 3.2. **Rules.** To establish, make, and enforce compliance with such reasonable Rules, including the adoption of monetary penalties which may be collected as assessments, including the filing and foreclosure of a lien, as may be necessary for the operation, use and occupancy of the Properties with the right to amend the Rules with reasonable notice to each Owner prior to implementation of the Rule.
 - 3.3. **Maintenance of Common Areas.** To keep in good order, condition and repair all of the Common Areas and all items of common personal property used by the Owners in the enjoyment of the entire premises.
 - 3.4. **Insurance.** To insure and keep insured all of the insurable Common Areas of the property in an amount equal to their maximum replacement value as is provided in the Declaration. To insure and keep insured all of the common fixtures, equipment, and personal property for the benefit of the Owners of the Units and their mortgagees. Further, to obtain and

maintain comprehensive liability insurance covering the entire Common Areas.

- 3.5. **Budget Determination of Assessments; Increase or Decrease Same; Year of Special Assessments.** To prepare a budget for the Project at least annually to determine the amount of common charges payable by the Owners to meet the common expenses of the Project, and allocate and assess such common charges among the Owners, and by a majority vote of the Board to adjust, decrease or increase the amount of the assessment. To levy and collect special assessments whenever, in the opinion of the Board, it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expense, or because of emergencies.
- 3.6. **Enforcement of Assessment Lien Rights.** To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an Owner who may be in default as is provided for in the Declaration and these By-Laws. To enforce a per diem late charge and to collect interest at the rate of twenty percent (20%) per annum in connection with assessments remaining unpaid more than thirty (30) days from all due dates for payment thereof, together with all expenses, including attorney's fees incurred.
- 3.7. **Protect and Defend.** To protect and defend the Common Areas from loss and damage by suit or otherwise.
- 3.8. **Borrow Funds.** To borrow funds in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the recorded Declaration and these By-Laws, and to execute all such instruments evidencing such-indebtedness as the Board of Directors may deem necessary.
- 3.9. **Contract.** To enter into contracts within the scope of their duties and powers.
- 3.10. **Bank Account.** To establish a bank account or accounts for the common treasury and for all separate funds which are required or may be deemed advisable by the Board of Directors.
- 3.11. **Manage.** To make repairs, additions, alterations, and improvements to the Common Areas consistent with the best interests of the Unit Owners.
- 3.12. **Books and Records.** To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof by each of the Owners and each first mortgagee, and to cause a complete review of the books and accounts by third parties when deemed necessary.
- 3.13. **Annual Statement.** To prepare and deliver annually to each Owner a statement showing receipts, expenses, and disbursements, since the last such statements.
- 3.14. **Meetings.** To meet at least once each quarter, provided that any Board of Directors meeting may be attended and conducted by telephone or other device which permits all of the Directors in attendance to participate in such meeting, and provided further that any action required to be taken at any meeting of the Board of Directors, or any action which may be taken at such meeting, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members of the Board.
- 3.15. **Personnel.** To designate, employ, and dismiss the personnel necessary for the maintenance and operation of the Common Areas or other administration of the Project.
- 3.16. **Administration of Association.** In general, to carry on the administration of this

Association and to do all of those things necessary and reasonable in order to carry out the governing and the operation of this Project.

- 3.17. **Managing Agent.** To employ for the Association a management agent ("Managing Agent") who shall have and exercise all of the powers granted to the Board of Directors by the Declaration and By-Laws except for the powers of attorney-in-fact set forth in the Declaration.
 - 3.18. **Ownership of Units.** To own, convey, encumber, lease or otherwise deal with Units conveyed to it as a result of enforcement of the lien for common expenses or otherwise.
 - 3.19. **All Things Necessary and Proper.** To do all things necessary and proper for the sound and efficient management of the Project.
 - 3.20. **Nonprofit Status.** To determine each year the advisability of election of tax exempt status under Section 528 of the Internal Revenue Code of 1986 or as that Section may hereafter be numbered or amended.
4. **Waiver of Rights.** The omission or failure of the Association or any Owner to enforce the covenants, conditions, restrictions, easements, use, limitations, obligations, or other provisions of the Declaration, the By-Laws or the regulations and Rules adopted pursuant thereto, shall not constitute or be deemed a waiver, modification, or release thereof, and the Board of Directors or the Managing Agent shall have the right to enforce the same thereafter.
 5. **Election and Term of Office.** The Directors will be elected at the Annual Meeting and shall hold office until their successors have been elected.
 6. **Vacancies in Board.** Vacancies in the Board of Directors caused by any reason other than the removal of a Director by vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.
 7. **Attendance at Meetings; Removal.** At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by two-thirds (2/3) of the Owners, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting. Should any director miss three (3) consecutive regular meetings of the Board of Directors, he or she shall be automatically removed from the Board and a successor selected and approved by the Board to fill his or her unexpired term.
 8. **Directors' Organization Meeting.** The first meeting of a newly elected Board of Directors following the annual meeting of the Unit Owners shall be held within ten (10) days thereafter at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

9. **Directors' Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least one such meeting shall be held during each calendar quarter. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or email, at least five (5) days prior to the day named for such meeting.
10. **Directors' Special Meetings.** Special meetings of the Board of Directors may be called by the President on five (5) days' notice to each Director, given personally, by mail, telephone or email, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary or Assistant secretary of the Association in like manner and on like notice on the written request of one or more Directors.
11. **Waiver of Notice.** Before or at any meeting of the Board of Directors, any Director may waive notice of such meeting in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him or her of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.
12. **Board of Directors.** At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.
13. **Fidelity Bonds.** The Board of Directors must require that all officers and employees of the Association handling or responsible for association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be a common expense.
14. **Compensation.** No member of the Board of Directors shall receive any compensation for acting as such. However, members of the Board of Directors or Association may be reimbursed for expenses incurred by them in the performance of Association business.

ARTICLE V FISCAL MANAGEMENT

The provision for fiscal management of the Units for and on behalf of all of the Unit Owners as set forth in the Declaration shall be supplemented by the following provisions:

1. **Fiscal Year.** The fiscal year of the Association shall be fixed by resolution of the Board of Directors.

2. **Accounts.** The funds and expenditures of the Unit Owners by and through the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:
 - 2.1. Current expenses, which shall include all funds and expenditures within the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves and to additional improvements.
 - 2.2. Reserves for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually.
 - 2.3. Reserves for replacement (sinking funds), which shall include funds for repair or replacement required because of damage, wear or obsolescence.
 - 2.4. Capital improvements, which shall include funds for construction of new improvements for which reserves for replacement have not been established.

ARTICLE VI OFFICERS

1. **Designation.** The officers of the Association shall be a President, Past-President, Vice President, Secretary, Assistant Secretary, and Treasurer, all appointed by the Board, and such assistant officers as the Board shall, from time to time, appoint. Assistant officers need not be members of the Board of Directors, but each shall be an Owner.
2. **Appointment of Officers.** The Officers of the Association shall be appointed annually by the Board.
3. **Removal of Officers.** Officers may be removed by the Board.
4. **President.** The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board of Directors unless the President is absent. The President shall have all of the general powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the Owners from time to time as the President may, in their discretion, decide are appropriate to assist in the operation of the Association or as may be established by the Board or by the members of the Association at any regular or special meeting.
5. **Vice President.** The Vice President shall have all the powers and authority and perform all of the functions and duties of the President, in the absence of the President, or their inability for any reason to exercise such powers and functions or perform such duties, and also perform any duties they are directed to perform by the President.
6. **Secretary.** The Secretary shall keep all the minutes of the meetings of the Board of Directors and the minutes of all meetings of the Association. The Secretary shall have charge of such books and papers as the Board of Directors may direct; and the Secretary shall, in general, perform all the duties incident to the office of Secretary and as is provided in the By-Laws. The Secretary shall

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

7. **Assistant Secretary.** The Assistant Secretary shall have all the powers and authority and perform all the functions and the duties of the Secretary, in the absence of the Secretary, or their inability for any reason to exercise such powers and functions or perform such duties, and also perform any duties they are directed to perform by the Secretary.
8. **Treasurer.** The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursement in books belonging to the Association. They shall be responsible for the deposit of all monies and other valuable affects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. In the event a Managing Agent has the responsibility of collecting and disbursing funds, the Treasurer shall review the accounts for the Managing Agent within fifteen (15) days after the first day of each month.

ARTICLE VII INDEMNIFICATION OF OFFICERS, DIRECTORS, AND MANAGING AGENT

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

2. **No Personal Liability.** Contracts or other commitments made by the Board of Directors or the Managing Agent shall be made as agent for the Owners, and they shall have no personal responsibility on any such contract or commitment (except as Owners), and the liability of any owner on such contract or commitment shall be limited to such proportionate share of the total liability thereof as the common interest of all of the Owners except as provided in Article VIII, Section 3 of the Declaration as to assessments for common expenses.

**ARTICLE VIII
AMENDMENTS TO BY-LAWS**

1. **Amendments to By-Laws.** These By-Laws may be amended in writing by the Association at a duly constituted meeting called for such purpose or in any regular meeting so long as the notice of such meeting sets forth the complete text of the proposed amendment. No amendment shall be effective unless approved by a majority of the Unit Owners present in person or by proxy.

**ARTICLE IX
EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING ADDRESS
AND DESIGNATION OF VOTING REPRESENTATIVE**

1. **Proof of Ownership.** [Intentionally deleted]
2. **Registration of Mailing Address.** The Owner or several Owners of an individual Unit shall have one and the same registered mailing address to be used by the Association for mailing of statements, notices, demands and all other communications, and such registered address shall be the only mailing address of a person or persons, firm, corporation, partnership, association or other legal entity or any combination thereof to be used by the Association. Such registered address of an Owner or Owners shall be furnished by such Owner(s) to the Managing Agent or Board of Directors within fifteen (15) days after transfer of title, or after a change of address, and such registration shall be in written form and signed by all of the Owners of the Unit or by such persons as are authorized by law to represent the interest of the Owner(s) thereof.
3. **Designation of Voting Representative - Proxy.**
 - 3.1. If a Unit is owned by one person, his right to vote shall be established by the record title thereto. If title to a Unit is held by more than one person or by a firm, corporation partnership, association, or other legal entity, or any combination thereof, such Owner shall execute a proxy appointing and authorizing one person or alternate person to attend all annual and special meetings of members and there at to cast whatever vote the Owner himself might cast if he were personally present. Such proxy shall be effective and remain in force unless voluntarily revoked, amended or sooner terminated by operation of law, provided that within thirty (30) days after such revocation, amendment or termination, the Owner shall reappoint and authorize one person or alternate persons to attend all annual and special meetings as provided by this Paragraph.

- 3.2. The requirements herein contained in this Article shall be first met before an Owner of a Unit shall be deemed in good standing and entitled to vote at an annual or special meeting of members.

**ARTICLE X
OBLIGATIONS OF THE OWNERS**

1. **Assessments**. All owners shall be obligated to pay the periodic assessments imposed by the Association to meet the common expenses. The assessments imposed hereunder shall be due and payable in advance. The amount of such assessments may be altered in accordance with the Declaration.
2. **Lien**. The obligations of each Owner to pay assessments and other financial obligations shall be secured by a lien on the Unit in favor of the Association and such obligation shall survive any sale thereof.
3. **[INTENTIONALLY DELETED]**.
4. **Maintenance and Repair**. Every Owner must perform promptly at his own expense all maintenance and repair work within and on his own Unit. An Owner shall be obligated to reimburse the Association promptly upon receipt of its statement for any expenditures incurred by it in repairing or replacing any Common Area damaged by his negligence or by the negligence of his family members, tenants, agents or guests.
5. **Mechanic's Lien**. Each Owner agrees to indemnify and to hold each of the other Owners harmless from any and all claims of mechanic's lien filed against other Units and the Common Areas for labor, materials, services or other products incorporated in the Owner's Unit. In the event such a lien is filed and/or a suit for foreclosure of mechanic's lien is commenced, then within ten (10) days thereafter such Owner shall be required to discharge the same as provided by the laws of the State of Oklahoma and furnish evidence thereof to the Association in writing within ten (10) days after such discharge becomes final. Should such Owner fail to do so and the Association or its officers be made parties to any such suit or be required to defend the same, all such costs, including the Association's attorney's fees, shall be added to the assessments due from such Owner's Unit and paid after the final determination of the Association's total expenses.
6. **General**. Each Owner shall comply strictly with the provisions of the recorded Declaration and these By-Laws and amendments thereto. Each Owner shall always endeavor to observe and promote the cooperative purposes for the accomplishment of which this Project was built.
7. **Use of Units-Internal Changes**. All Units shall be utilized only for residential purposes, except as is otherwise provided in the Declaration.

8. **Use of Common Areas.** Each Owner may use the Common Areas, sidewalks, pathways, roads, and streets located within the entire Project in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other Owners.
9. **[INTENTIONALLY DELETED].**
10. **Rules and Regulations.** The initial rules and regulations shall be effective until amended or supplemented by the Association. The Board of Directors, pursuant to Article IV of these By-Laws, reserves the power to establish, make and enforce compliance with such additional Rules as may be necessary for the operation, use and occupancy of this Project with the right to amend same, from time to time. Copies of such Rules and regulations shall be furnished to each Owner prior to the date when the same shall become effective.

**ARTICLE XI
ABATEMENT AND ENJOINMENT OF VIOLATIONS BY OWNERS**

1. **Abatement and Enjoinment.** The violation of any rule or regulation adopted by the Board of Directors, or the breach of any By-Laws, or the breach of any provision of the Declaration, shall give the Board of Directors or the Managing Agent the right, in addition to any other rights set forth therein, (i) to enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any person, structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions thereof, and the Board of Directors or Managing Agent shall not be deemed guilty in any manner of trespass, and to expel, remove and put out, using such force as may be necessary in so doing, without being liable to prosecution or any damages therefore; and (ii) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.
2. **Denial of Use of Common Areas.** Should any Owner be in default in the payment of any dues, assessments, or other sums due under the terms of the Declaration or these By-Laws, or be in violation or any rule or regulation then in force, after due notice to correct such violation, then in any of such events, such Owner may be denied the use of any of the Common Area until such default or violation is appropriately cured.

**ARTICLE XII
COMMITTEES**

1. **Designation.** The Board of Directors may, but shall not be required to, appoint an executive committee, and it may designate and appoint members to standing committees or special ad hoc committees for any useful or worthwhile purpose to function in any advisory capacity to the Board of Directors. The Board may establish Rules for the conduct of these committees, as follows, and may delegate responsibility to said committees.

2. **[INTENTIONALLY DELETED]**.

3. **Nominating Committee**. Before each annual meeting, the Board of Directors may appoint a committee of three members who shall nominate candidates for the Board. The names of the candidates shall be submitted on or before thirty (30) days before the election. Members may submit names of candidates other than those submitted by the nominating committee at least thirty (30) days prior to the election. Unless such names are submitted either by the nominating committee or by the members, no person shall be elected whose name is not so submitted unless no nominations are made, in which event the names of candidates than shall be submitted at the election of the members.
4. **Welcoming Committee**. The Welcoming Committee consisting of at least three (3) persons, shall have the responsibility of assisting new residents in settling into their Units and becoming part of the Association by means of, among other things, a homeowner brochure, a directory of other residents, a shopping guide, information on local facilities, and a school district guide.
5. **Social Committee**. The Social Committee, consisting of at least two (2) persons, shall have the responsibility of planning programs to make the best possible use of the facilities and amenities of the Association by means of developing an on-going program of interaction and involvement.
6. **Newsletter Committee**. The Newsletter Committee, consisting of at least two (2) persons, shall have the responsibility of providing residents with up-to-date information on new residents, association functions, the progress of the development, committee vacancies, Rules and regulations changes, and other appropriate information.
7. **Finance and Insurance Committee**. The Finance and Insurance Committee consisting of at least two (2) persons, shall have the responsibility of advising the Board on insurance matters and the capital and operating budgets.
8. **Maintenance and Management Committee**. The Maintenance and Management Committee, consisting of at least two (2) persons, shall have the responsibility of planning programs that conserve, enhance, and protect the common and limited common elements.
9. **Architectural Committee**. The Architectural Committee, consisting of at least five (5) persons, shall approve or disapprove design improvements and alterations to current structures and the design, construction, and/or addition of any new structures, facilities, and amenities to resident and Common Area properties in accordance with the Covenants and By-Laws of the Association.
10. **Flag Committee**. The Flag Committee, consisting of at least one (1) person, shall maintain and follow proper flag etiquette of the United States flag at the entrance to Fairway Estates.
11. **Directory Committee**. The Directory Committee, consisting of at least two (2) persons, shall be responsible for the periodic updating, collecting of information, policies, procedures, and

publication of the Owners' directory.

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

ARTICLE XIII COMPENSATION

The Association is not organized for profit. No member, member of the Board of Directors, Officer or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any member of the Board of Directors, Officer or member, provided (1) that reasonable compensation may be paid to any member, director or Officer while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, and (2) that any member, Director or Officer may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE XIV EXECUTION OF DOCUMENTS

The persons who shall be authorized to execute any and all contracts, documents, instruments or conveyances or encumbrances, including promissory notes, shall be the President or Vice President and another officer.

ARTICLE XV MISCELLANEOUS

1. **Conflict in Documents.** In the event that any inconsistency or conflicts exists between the items of the Declaration, these By-Laws, or any rule or regulation then in force, the inconsistency or conflict shall in every instance be controlled by the Declaration.
2. **[INTENTIONALLY DELETED].**
3. **[INTENTIONALLY DELETED].**
4. **Exculpation of Unavoidable Loss.** The Association shall not be liable for any loss to any Owner or inflicted upon any Unit or the property of the Owner situated therein for acts/omissions of third parties, the negligence of the Owner, or natural causes.

EXHIBIT 1

EXECUTED this 27th day of February, 2011, by the undersigned, being all the Officers of The Homeowners' Association of Fairway Estates, Inc.

[Signature]
Resident

[Signature]
Vice President

[Signature]
Secretary

[Signature]
Treasurer

RUTH ANN WATTS
Notary Public, State of Oklahoma
Commission # 11000630
My Commission Expires January 20, 2015

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AMEN.



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State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

**SUPPLEMENT TO AMENDED BYLAWS FOR FAIRWAY ESTATES, A RESIDENTIAL COMMUNITY
TO THE CITY OF EDMOND, OKLAHOMA COUNTY, STATE OF OKLAHOMA**

THIS IS FOR THE PURPOSE of supplementing the Amended Bylaws (the Amended Bylaws) appearing as Exhibit "C," (the Amended Bylaws) to the Amended Declaration filed at Book 11582, Page 591 within the Oklahoma County Clerk's office, specifically for the purpose of providing the record with notice of the Association's acceptance and adoption of the Amended Bylaws

Accordingly, for the real property subject to the Amended Declaration and Amended Bylaws, namely:

ALL LOTS AND BLOCKS WITHIN FAIRWAY ESTATES, FAIRWAY ESTATES 2ND ADDITION, FAIRWAY ESTATES 3RD ADDITION, FAIRWAY ESTATES 4TH ADDITION AND FAIRWAY ESTATES 5TH ADDITION, A RESIDENTIAL COMMUNITY TO THE CITY OF EDMOND, OKLAHOMA COUNTY, STATE OF OKLAHOMA ACCORDING TO THE RECORDED PLATS THERETO,

the Association evidences its acceptance and adoption of the Amended Bylaws by Exhibit "1" attached hereto.

KS