

NOTE TO READER – THIS DOCUMENT HAS BEEN RETYPED FROM THE RECORDED COPY BY EMPLOYEES OF NEIGHBORHOOD SERVICES CORPORATION. ALTHOUGH DUE CARE WAS TAKEN TO INSURE ACCURACY MISTAKES AND OMISSIONS MAY HAVE OCCURRED IN THE RETYPING. YOU SHOULD NOT RELY ON THIS DOCUMENT AS THE BASIS FOR IMPORTANT DECISIONS WITH REGARD TO THE PURCHASE OR USE OF ANY PROPERTY, AND NO LIABILITY OR RESPONSIBILITY IS ACCEPTED BY NEIGHBORHOOD SERVICES CORPORATION FOR ERRORS CONTAINED HEREIN. YOU MAY OBTAIN COPIES OF ANY RECORDED DOCUMENTS FROM THE COUNTY CLERKS OFFICE, OR YOU MAY OBTAIN COPIES OF UNRECORDED DOCUMENTS FROM THE HOMEOWNERS ASSOCIATION.

EXHIBIT "D"

SUNNY POINTE

**BYLAWS OF SUNNY POINTE PROPERTY
OWNERS ASSOCIATION, INC.**

TABLE OF CONTENTS

ARTICLE SECTION

- 1. NAME, PRINCIPAL OFFICE and DEFINITIONS**
 - 1.1 Name
 - 1.2 Principal Office
 - 1.3 Definitions

- 2. ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES**
 - 2.1 Membership
 - 2.2 Place of Meetings
 - 2.3 Annual Meetings
 - 2.4 Special Meetings
 - 2.5 Notice of Meetings
 - 2.6 Waiver of Notice
 - 2.7 Adjournment of Meetings
 - 2.8 Voting
 - 2.9 Proxies
 - 2.10 Majority
 - 2.11 Quorum
 - 2.12 Conduct of Meetings
 - 2.13 Action without a Meeting

- 3. BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS**
 - A. Composition and Selection**
 - 3.1 Governing Body; Composition
 - 3.2 Number of Directors
 - 3.3 Directors during Class 'B' Control Period
 - 3.4 Nomination and Election Procedures
 - 3.5 Election and Term of Office
 - 3.6 Removal of Directors and Vacancies
 - B. Meetings**
 - 3.7 Organizational Meetings
 - 3.8 Regular Meetings
 - 3.9 Special Meetings
 - 3.10 Waiver of Notice
 - 3.11 Telephonic Participation in Meetings

- 3.12 Quorum of Board
- 3.13 Compensation
- 3.14 Conduct of Meetings
- 3.15 Notice to Owners; Open Meetings
- 3.16 Action without a Formal Meeting
- C. Powers and Duties**
- 3.17 Powers
- 3.18 Duties
- 3.19 Right of Class 'B' Member to Disapprove Actions
- 3.20 Management
- 3.21 Accounts and Reports
- 3.22 Borrowing
- 3.23 Right to Contract
- 3.24 Enforcement

- 4. OFFICERS**
- 4.1 Officers
- 4.2 Election and Term of Office
- 4.3 Removal and Vacancies
- 4.4 Powers and Duties
- 4.5 Resignation
- 4.6 Agreements, Contracts, Deeds, Leases, Checks, Etc
- 4.7 Compensation

- 5. COMMITTEES**
- 5.1 General
- 5.2 Covenants Committee
- 5.3 Series Committee

- 6. MISCELLANEOUS**
- 6.1 Fiscal Year
- 6.2 Parliamentary Rules
- 6.3 Conflicts
- 6.4 Books and Records
- 6.5 Notices
- 6.6 Amendment

**BYLAWS OF SUNNY POINTE PROPERTY
OWNERS ASSOCIATION, INC.**

Article 1

Name, Principal Office and Definitions

1.1 Name. The name of the corporation is Sunny Pointe Property Owners Association, Inc. (the "Association").

1.2 Principal Office. The principal office of the Association shall be 1000 West Wilshire Avenue, Suite 308, Oklahoma City, Oklahoma. The Association may have such other offices, either within or outside the State of Oklahoma as the Board of Directors may determine or as the affairs of the Association may require.

1.3 Definitions. The words used in these Bylaws shall be given their normal, commonly understood definitions. Capitalized terms shall have the meanings set forth in that certain Declaration of Covenants, Conditions and Restrictions for Sunny Pointe, a Residential Community in the City of Oklahoma City, Oklahoma County, Oklahoma recorded with the County Clerk of Oklahoma County on March 22, 2005 in Book 9650 page 1 as amended, unless the context herein indicates otherwise.

Article 2

Association Membership, Meetings, Quorum, Voting, Proxies

2.1 Membership. The Association shall have two (2) classes of membership, Class "A" and Class "B," as more fully set forth in the Declaration and incorporated herein by this reference.

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

2.3 Annual Meetings. The first meeting of the Members of the Association, whether a regular or special meeting, shall be held at such time as the Declarant, in the Declarant's sole discretion, determines a sufficient number of Lots are owner-occupied. Meetings shall be of Members and, if required by law, shall be open to all Members. Subsequent regular annual meetings shall be set by the Board to occur during the fourth quarter of the Association's fiscal year on a date and at a time set by the Board.

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

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

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

If mailed, the notice of a meeting shall be deemed to be delivered three (3) days after deposit in the United States mail addressed to the Member at such Member's address as it appears on the records of the Association, with postage prepaid. If posted, the notice of a meeting shall be deemed delivered three (3) days after such notice is posted at each entrance to Sunny Pointe.

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

2.7 Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of Members who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

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

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

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

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

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

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

2.11 Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence of Members representing a majority of the total Class "A" votes in the Association shall constitute a quorum at all meetings of the Association. Any Member or their duly authorized attorney in-fact not personally present at a meeting and who has not properly completed or returned their proxy in a timely

fashion to the Secretary shall be deemed to have given to the Declarant the vote of such Member for quorum and voting purposes.

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

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

Article 3 Board of Directors: Number, Powers, Meetings

A. COMPOSITION AND SELECTION.

3.1 Governing Body: Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one vote. Except with respect to directors appointed by the Class "B" Member, the directors shall be Members or residents; provided, however, no Owner and resident representing the same Lot may serve on the Board at the same time. A "resident" shall be any natural person eighteen (18) years of age or older whose principal residence is a Lot within Sunny Pointe. In the case of a Member which is not a natural person, any officer, director, partner or trust officer of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member; provided, no Member may have more than one (1) such representative on the Board at a time, except in the case of directors appointed by the Class "B" Member.

3.2 Number of Directors. The Board shall consist of no less than three (3) or more than nine (9) directors, as provided in Sections 3.3 and 3.5 below. The initial Board shall consist of three (3) Directors as identified in the Articles.

3.3 Directors during Class "B" Control Period. Subject to the provisions of Section 3.5 of these Bylaws, the Directors, including Series Board Members, shall be selected by the Class "B" Member acting in its sole discretion and shall serve at the pleasure of the Class "B" Member until the first to occur of the following:

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

3.4 Nomination and Election Procedures.

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

Except with respect to Directors selected by the Class "B" Member, nominations for election to the Board may also be made by a Nominating Committee. The Nominating Committee, if any, shall consist of a Chairman, who shall be a member of the Board and three (3) or more Members or representatives of Members, with at least one (1) representative from each Series. The members of the Nominating Committee shall be appointed by the Board not less than thirty (30) days prior to each annual meeting to serve a term of one (1) year and until their successors are appointed and such appointment shall be announced in the notice of each election.

The Nominating Committee may make as many nominations for election to the Board as the Nominating Committee shall, in its discretion, determine. The Nominating Committee shall nominate separate slates for the Directors, if any, to be elected at large by all Class "A" votes and for the Director(s) to be elected by the votes within each Series. In making nominations, the Nominating Committee shall use reasonable efforts to nominate candidates representing the diversity which exists within the pool of potential candidates. Each candidate shall be given a reasonable, uniform opportunity to communicate qualifications to the Members and to solicit votes.

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

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

(1) During the Class "B" Control Period, the Declarant shall have the right in the Declarant's sole discretion to appoint each member of the Board. The Declarant may, but shall not be required to, appoint a resident Owner to the Board during the Class "B" Control Period. The fact that the Declarant has in the past appointed a resident Owner to the Board shall not require the Declarant to continue with such appointments.

(2) After termination of the Class "B" Control Period, the Class "B" Member shall be entitled to appoint one (1) Director, unless the Declarant waives such right in a Recorded document. Such Director shall be elected for a term of two (2) years and shall not be subject to removal by the Members. On the sole discretion of the Class B Member, the Class B Member appointee may resign their position to be filled by the Members at the next election of Directors. Within ninety (90) days after termination of the Class "B" Control Period, the Board shall be increased to nine (9) Directors and an election shall be held. Eight (8) directors shall be elected by Members, with an equal number of Directors elected by Members representing each Series and any remaining directorships filled at large by the vote of all Members. Five (5) Directors shall serve a term of two (2) years and four (4) Directors shall serve a term of one (1) year, as such directors determine among themselves. The Directors elected by Members shall not be subject to removal by the Class "B" Member.

On the expiration of the term of office of each Director elected by Members, Members entitled to elect such Director shall be entitled to elect a successor to serve a term of two (2) years. The Directors elected by Members shall hold office until their respective successors have been elected.

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

Any Director elected by Members who has three (3) consecutive unexcused absences from Board meetings or who is more than thirty (30) days delinquent (or is the representative of a Member who is so delinquent) in the payment of any assessment or other charge due the Association, may be

removed by a majority of the Directors present at a regular or special meeting at which a quorum is present and the Board may appoint a successor to fill the vacancy for the remainder of the term.

In the event of the death, disability or resignation of a Director, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time Members entitled to fill such directorship may elect a successor for the remainder of the term. If a Series Board Member is removed, resigns or is otherwise unable to serve, any Director whom the Board appoints shall be selected from among Members within the Series represented by the Director who vacated the position.

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

B. MEETINGS.

3.7 Organizational Meetings. The first meeting of the Board following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place the Board shall fix.

3.8 Regular Meetings. Regular annual meetings of the Board may be held at such time and place a majority of the Directors shall determine. Notice of the time and place of a regular meeting shall be communicated to Directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting.

3.9 Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President or Vice President or by any two (2) Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by: (a) personal delivery; (b) first class mail, postage prepaid; (c) telephone communication, either directly to the Director or to a person at the Director's office or home who would reasonably be expected to communicate such notice promptly to the Director; or (d) facsimile, computer, fiber optics or such other communication device. All such notices shall be given at the Director's telephone number, fax number, electronic mail number or sent to the Director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least seven (7) business days before the time set for the meeting. Notices given by personal delivery, telephone or other device shall be delivered or transmitted at least seventy-two (72) hours before the time set for the meeting.

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

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

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

continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the Directors present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

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

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

3.15 Notice to Owners; Open Meetings. Except in an emergency, notice of the time and place of Board meetings shall be posted at least forty-eight (48) hours in advance of the meeting at a conspicuous place within Sunny Pointe which the Board establishes for the posting of notices relating to the Association. Notice of any meeting at which assessments are to be established shall state that fact and the nature of the assessment. Subject to the provisions of Section 3.16 of these Bylaws, all meetings of the Board shall be open to all Members and, if required by law, all Owners, but attendees other than Directors may not participate in any discussion or deliberation unless permission to speak is authorized by a vote of the majority of a quorum of the Board. In such case, the President may limit the time any such individual may speak. Notwithstanding the above, the President may adjourn any meeting of the Board and reconvene in executive session and may exclude persons other than Directors, to discuss any or all of the following:

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

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

C. POWERS AND DUTIES.

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

3.18 Duties. The duties of the Board shall include, without limitation:

- (1) preparing and adopting, in accordance with the Declaration, an annual budget and establishing each Owner's share of the Common Expenses and any Series Expenses;
- (2) providing for the operation, care, upkeep and maintenance of the Common Area;
- (3) designating, hiring and dismissing the personnel necessary to carry out the rights and responsibilities of the Association and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties;
- (4) depositing all funds received on behalf of the Association in a bank depository approved by the Association and using such funds to operate the Association; provided, any reserve funds may be deposited, in the Board's best business judgment, in depositories other than banks;
- (5) making and amending use restrictions and rules in accordance with the Declaration;
- (6) opening of bank accounts on behalf of the Association and designating the signatories required;
- (7) making or contracting for the making of repairs, additions and improvements to or alterations of the Common Area in accordance with the Declaration and these Bylaws;
- (8) enforcing the provisions of the Declaration, these Bylaws and the rules adopted pursuant thereto and bringing any legal proceedings which may be instituted on behalf of or against the Owners concerning the Association; provided, the Association shall not be obligated to take action to enforce any covenant, restriction or rule which the Board in the exercise of the Board's business judgment determines is or is likely to be construed as inconsistent with applicable law or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action;
- (9) obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Declaration, paying the cost thereof and filing and adjusting claims, as appropriate;
- (10) paying the cost of all services rendered to the Association;
- (11) keeping books with detailed accounts of the receipts and expenditures of the Association;
- (12) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Properties;
- (13) indemnifying a Director, officer or committee member or former Director; officer or committee member of the Association to the extent such indemnity is authorized by Oklahoma law, the Articles or the Declaration;
- (14) assisting in the resolution of disputes between Owners and others without litigation, as set forth in the Declaration;

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

(1) Notice. The Class "B" Member shall be given written notice of all meetings and proposed actions approved at meetings (or by written consent in lieu of a meeting) of the Association, the Board or any committee. Such notice shall be given by certified mail, return receipt requested or by personal delivery at the address it has registered with the Secretary of the Association, which notice complies as to the Board meetings with Sections 3.8, 3.9, 3.10 and 3.11 of these Bylaws and which notice shall, except in the case of the regular meetings held pursuant to the Bylaws, set forth with reasonable particularity the agenda to be followed at such meeting.

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

No action, policy or program subject to the right of disapproval set forth herein shall become effective or be implemented until and unless the requirements of subsections (1) and (2) above have been met. The Class "B" Member, through its representatives or agents, shall make the Class "B" Member's concerns, thoughts and suggestions known to the Board and/or the members of the subject committee. The Class "B" Member, acting through any officer or Director, agent or authorized representative, may exercise the Class "B" Member's right to disapprove at any time within ten (10) days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting, at any time within ten (10) days following receipt of written notice of the proposed action. This right to disapprove may be used to block proposed actions but shall not include a right to require any action or counteraction on behalf of any committee, the Board or the Association. The Class "B" Member shall not use the Class "B" Member's right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

3.20 Management. The Board may employ for the Association a professional manager, agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The manager may be a corporation or an individual. The Board may delegate such powers as are necessary to perform the manager's assigned duties but shall not delegate policymaking authority or those duties set forth in Sections 3.18(1), 3.18(2), 3.18(5)-(6), 3.18(8) and 3.18(13) and (14) of these Bylaws. Declarant or an affiliate of Declarant may be employed as managing agent or manager.

The Board may delegate to one (1) of its members the authority to act on behalf of the Board on all matters relating to the duties of the manager, if any, which might arise between meetings of the Board.

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

3.21 Accounts and Reports. The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise:

- (1) cash accounting, as defined by generally accepted accounting principles, shall be employed;
- (2) accounting and controls should conform to generally accepted accounting principles;
- (3) cash accounts of the Association shall not be commingled with any other accounts;
- (4) no remuneration shall be accepted by the manager from vendors, independent contractors or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts or otherwise; anything of value received shall benefit the Association;

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

3.22 Borrowing. The Association shall have the power to borrow money for any legal purpose; provided, the Board shall obtain Member approval in the same manner provided in Section 8.4 of the Declaration for Special Assessments if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous twelve (12) month period, exceeds or would exceed ten percent (10%) of the budgeted gross expenses of the Association for that fiscal year. During the Class "B" Control Period, no Mortgage lien shall be placed on any portion of the Common Area without the affirmative vote or written consent or any combination thereof of Members representing at least fifty-one percent (51%) of the total Class "A" votes in the Association.

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

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

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

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

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

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

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

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

(4) Additional Enforcement Rights. Notwithstanding anything to the contrary in this Article, the Board may elect to enforce any provision of the Declaration, these Bylaws or the Use Restrictions and Rules by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules) or, following compliance with the dispute resolution procedures set forth in Article 13 of the Declaration, if applicable, by suit at law or in equity to enjoin any violation or to recover monetary damages or both, without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred. Any entry onto a Lot for purposes of exercising this power of self-help shall not be deemed a trespass.

Article 4 Officers

4.1 Officers. The officers of the Association shall be a President, Vice President, Secretary and Treasurer. The President and Secretary shall be elected from among the members of the Board; other officers may, but need not be members of the Board. The Board may appoint such other officers, including one (1) or more Assistant Secretaries and one (1) or more Assistant Treasurers, as the Board deems desirable, such officers to have such authority and perform such duties as the Board prescribes. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

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

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

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

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

4.6 Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks and other documents of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by Board resolution.

4.7 Compensation. Compensation of officers shall be subject to the same limitations as compensation of Directors under Section 3.13 of these Bylaws.

Article 5 Committees

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

5.2 Covenants Committee. In addition to any other committees which the Board may establish pursuant to Section 5.1 of these Bylaws, the Board may appoint a Covenants Committee consisting of at least three (3) and no more than seven (7) Members. Acting in accordance with the provisions of the Declaration, these Bylaws and resolutions the Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Section 3.24 of these Bylaws.

5.3 Series Committees. In addition to any other committees appointed as provided above, each Series which has no formal organizational structure or association may elect a Series Committee to determine the nature and extent of services, if any, to be provided to the Series by the Association in addition to those provided to all Members of the Association in accordance with the Declaration. A Series Committee may advise the Board on any other issue, but shall not have the authority to bind the Board. Each Series Committee, if elected, shall consist of three (3) to five (5) Members, as determined by the vote of at least fifty-one percent (51%) of the Owners of Lots within the Series.

Series Committee members shall be elected for a term of one (1) year or until their successors are elected. Any Director elected to the Board from a Series shall be an ex-officer member of the Series Committee. The Member representing such Series shall be the chairperson of the Series Committee, shall preside at meetings and shall be responsible for transmitting any and all communications to the Board.

In the conduct of its duties and responsibilities, each Series Committee shall abide by the notice and quorum requirements applicable to the Board under Sections 3.8, 3.9, 3.10 and 3.11 of these Bylaws. Meetings of a Series Committee shall be open to all Owners of Lots in the Series and their representatives. Members of a Series Committee may act by unanimous written consent in lieu of a meeting.

Article 6 Miscellaneous

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

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

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

6.4 Books and Records.

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

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

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

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

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

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

6.5 Notices. Except as otherwise provided in the Declaration or these Bylaws, all notices, demands, bills, statements or other communications under the Declaration or these Bylaws shall be in writing and shall be deemed to have been duly given if posted at no less than one (1) entrance to Sunny Pointe, delivered personally or if sent by United States mail, first class postage prepaid:

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

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

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

6.6 Amendment.

(1) By Class "B" Member. Prior to termination of the Class "B" Control Period, the Class "B" Member may unilaterally amend these Bylaws. Thereafter, the Class "B" Member may unilaterally amend these Bylaws at any time and from time to time if such amendment is necessary: (a) to bring any provision of these Bylaws into compliance with any applicable governmental statute, rule or regulation or

judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Lots; or (c) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Lots. However, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent thereto in writing.

(2) By Members Generally. Except as provided above and Oklahoma law, these Bylaws may be amended only by the affirmative vote or written consent or any combination thereof, of Members representing fifty-one percent (51%) of the total Class "A" votes in the Association and the consent of the Class "B" Member, if such exists. In addition, the approval requirements set forth in Article 14 of the Declaration shall be met, if applicable. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(3) Validity and Effective Date of Amendments. Amendments to these Bylaws shall become effective on adoption pursuant to Section 6.6(1) or (1) as applicable unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six (6) months of the adoption of the amendment or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these Bylaws.

No amendment may remove, revoke or modify any right or privilege of Declarant or the Class "B" Member without the written consent of Declarant, the Class "B" Member or the assignee of such right or privilege.

CERTIFICATION

I, the undersigned, do hereby certify: I am the duly elected and acting Secretary of the Sunny Pointe Property Owners Association, Inc., an Oklahoma corporation; the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the 15th day of April, 2003.

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

Luana Pender
Luana Pender, Secretary

EXHIBIT "E"

Calculation of Initial Annual Assessments

Series	Base Assessment
Villas	\$125 (per Lot)
Residences	\$125 (per Lot)

Exhibit "F"

SUNNY POINTE

DESIGN REVIEW GUIDELINES FOR SUNNY POINTE

Disclaimer

All plans, dimensions, improvements, amenities, features, uses, specifications, materials and availability depicted herein are subject to change without notice. Any illustrations are for depiction only and may differ from completed improvements. Capitalized terms shall have the meanings set forth in that certain Declaration of Covenants, Conditions and Restrictions for Sunny Pointe, a Residential Community in the City of Oklahoma City, Oklahoma County, Oklahoma recorded with the Oklahoma County Clerk on March 22, 2005 in Book 9650 page 1, as amended, unless the context herein indicates otherwise.

These Design Review Guidelines are not intended to be a complete list of all criteria that must be satisfied in connection with construction of improvements. Compliance with these Design Review Guidelines does not assure approval of any particular designs. The Declarant or Design Review Board, as the case may be, reserves the right to approve particular designs which vary from or otherwise do not comply with these Design Review Guidelines.

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

1. INTRODUCTION

1.1. Purpose. Sunny Pointe is a planned community comprising real property in Oklahoma County, Oklahoma. The purpose of the Sunny Pointe development is to provide a high quality, aesthetically pleasing residential community, while preserving the natural beauty of the area and enhancing the value of each Owner's investment. The purpose of the Design Review Guidelines and Design Review Board is to meet the overall Sunny Pointe purpose by assisting in the building design process. As a general rule, the Design Review Guidelines and Design Review Board will not dictate any particular architectural style or hinder personal design preferences. The Design Review Guidelines and Design Review Board will strive to maintain an aesthetic flow between the interrelated Series. Traditional design details may be incorporated in the Design Review Guidelines, but any styles that tend to disrupt aesthetic harmony will be discouraged.

1.2. Scope. The Design Review Guidelines and Design Review Board's oversight apply to all modifications as defined within the Governing Documents. Modifications include new construction and the alteration of or additions to existing construction.

1.3. Amendments. The Design Review Board may amend, cancel, add to, modify or otherwise change these Design Review Guidelines from time to time as necessary in the Design Review Board's sole discretion. The Design Review Board shall send notice of any changes by mail to all Owners at least five (5) business days prior to implementation of any new design guideline. Such mailing or failure thereof shall not relieve an Owner of such Owner's obligation to determine applicable design guidelines prior to making any new construction or modification.

1.4. Compliance with Local Law. The Design Review Board is not responsible for notice of or ensuring compliance with building codes, structural details, local, state, federal law or environmental agency compliance.

1.5. Limitation of Liability. The Design Review Board is not responsible and shall bear no liability for the accuracy of drawings and techniques of construction. The Design Review Board shall bear no liability and is not responsible for workmanship, safety or quality of new construction or modification based on its review and decision of an application.

2. DESIGN REVIEW PROCEDURES

2.1. Applicability. These Design Review Guidelines apply to all new construction and modifications. Other examples include by illustration only antenna and satellite receivers, outdoor sculptures or artwork, storm doors, security doors, windows, storm windows and siding.

2.2. Design Review Board. Oversight of the DRG is vested in the Design Review Board, unless otherwise delegated or assigned to an Architectural Review Committee. The Design Review Board shall consist of at least three (3) and no more than five (5) persons appointed by and serving at the Board's discretion. Members of the Design Review Board may include architects or similar professionals who are not Owners.

The Design Review Board may adopt detailed application and review procedures and design standards governing its area of responsibility consistent with the Declaration. All new construction and modifications shall take place in strict compliance with the Declaration, these Design Review Guidelines and the application and review procedures promulgated by the Design Review Board.

2.3. Review Fees. The Design Review Board may establish a review fee schedule applicable to the oversight of administering the Design Review Guidelines.

2.4. Review Standards. As provided in the Governing Documents, the Design Review Board shall approve any new construction or modification only if the Design Review Board deems, in its discretion, that new construction and Modifications conform to and harmonize with the existing surroundings, residences, landscaping and structures and meets the requirements for such new construction and modifications found in the Governing Documents, these Design Review Guidelines and procedures promulgated by the Design Review Board.

The Design Review Board evaluates all submissions on the merits of the application. Besides evaluation of the particular design proposal, this includes the consideration of the characteristics of the housing type and the individual site.

Design decisions are not based on personal opinion or taste. Judgments of acceptable design are based on the following standards, which are presented in more specific form within Sections 3 and 4 to these Design Review Guidelines.

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

Relation to the Natural Environment. All applications are reviewed to confirm that the proposed new construction or modification represents a positive or neutral effect on the surrounding natural environment. For example, fencing materials can have a deleterious effect on the feel of an open environment.

Validity of Concept. All applications are reviewed to confirm that the proposed new construction or modification is sound in concept and appropriate to its surroundings.

Design Compatibility. All applications are reviewed to confirm that the proposed new construction or modification is compatible with the architectural characteristics of existing structures both on the Lot and in the vicinity. Compatibility is defined as similarity in architectural style, quality of workmanship, similar use of materials, color and construction details.

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

Scale. All applications are reviewed to confirm that the proposed new construction or modification relates well to the size, in three (3) dimensions, of existing structures on Lots in the vicinity. For example, additions to an existing structure that would place the square footage of the structures on a Lot in disproportion to structures on Lots in the vicinity may be inappropriate.

Color. All applications are reviewed to confirm that the proposed new construction or modification conforms to the colors represented on the existing structures on the Lot and on Lots in the vicinity.

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

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

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

2.5. Review Process for New Construction and Modifications. Prior to making application to the Design Review Board, Owners are encouraged to meet with a representative of the Design Review Board to avoid confusion about the approval process and to determine the acceptability of their design intent. The Owner should also obtain a current copy of the Design Review Guidelines and applicable forms.

Prior to commencing any new construction, a Builder shall submit to the Design Review Board an application for approval in such form as the Design Review Board shall require. Such application shall include a One Hundred Dollar (\$100) application fee made payable to the Association, which will be used for marketing the Properties and/or ongoing Common Area beautification. An acceptable application appears as Exhibit "A" to these Design Review Guidelines. Such application shall include Plans showing site layout, structural design, exterior elevations, exterior materials and colors, landscaping, drainage, exterior lighting, irrigation and other features of proposed construction, as applicable. The Design Review Board, Architectural

Review Committee, the Declaration or these Design Review Guidelines may require the submission of such additional information as may be reasonably necessary to consider any application. For consideration, the application must be received by the Design Review Board before 5:00 p.m. five (5) days prior to the scheduled meeting of the Design Review Board. The Design Review Board will meet on a regular basis as determined by the Design Review Board. Late submissions will not be reviewed until the next meeting of the Design Review Board.

In reviewing each submission, the Design Review Board will consider the application based on the Review Standards. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements.

Within thirty (30) days after receipt of a completed application and all required information, the Design Review Board shall respond in writing to the applicant at the address specified in the application. The response may: (a) approve the application, with or without conditions; (b) approve a portion of the application and disapprove other portions; or (c) disapprove the application. The Design Review Board may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections.

In the event that the Design Review Board fails to respond to a properly submitted application in a timely manner, approval shall be deemed to have been given, subject to Declarant's right to veto approval by the Design Review Board pursuant to this section. Any approval inconsistent with the Declaration or these Design Review Guidelines is void unless a variance has been granted pursuant to Section 4.5 of the Declaration.

The Design Review Board shall notify Declarant, so long as Declarant owns any property described in Exhibits "A" or "B" to the Declaration and the Design Review Board in writing within three (3) business days after the Design Review Board has approved any application relating to proposed modifications unless Declarant or the Design Review Board, respectively, waives, in writing, its right to such notification. The notice shall be accompanied by a copy of the application and any additional information which the Design Review Board may require. Declarant, so long as Declarant owns any of the Properties and the Design Review Board shall have ten (10) days after receipt of such notice to veto any such action, in the sole discretion of each, by written notice to the Design Review Board and the applicant.

If construction does not commence on a new construction or modifications project for which plans have been approved within one hundred and twenty (120) days after the date of approval, such approval shall be deemed withdrawn and the Owner shall reapply for approval before commencing the proposed modifications. "Commencement" shall begin on such actions as, but not limited to, delivery of materials and labor exerted relative to the new construction or modification. After construction is commenced, it shall be diligently pursued to completion. All new construction or modifications shall be completed within one (1) year after commencement unless otherwise specified in the notice of approval or unless the Design Review Board grants an extension in writing, which it shall not be obligated to do. Any new construction or Modifications not completed within the required time shall be considered nonconforming and shall be subject to enforcement action by the Design Review Board, the Association, Declarant or any aggrieved Owner.

The Design Review Board, by resolution, may exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications. Any Owner may remodel, paint or redecorate the interior of the home on such Owner's Lot without approval provided such alterations do not affect the aesthetics of the exterior of the home as they appear prior to the alteration. Modifications to the interior of screened porches, patios and similar portions of a home visible from outside the structure shall be subject to approval. This section shall not apply to the activities of Declarant or to activities of the Association during the Class "B" Control Period.

3. CONSTRUCTION GUIDELINES AND PROCEDURES

3.1. Construction Drawings. All proposed new construction or Modification requires Design Review Board review, which comes only as a result of a properly submitted application. The application must include construction drawings of the proposed improvement. Depending on the type of new

construction or modification, the Design Review Board may require less or more construction drawings for a proper application. Construction drawings include, but are not limited to:

Site Plan. A site plan must be submitted with the application and will include:

- 4.1. Site survey with property lines or a site plan based on the recorded plat;
- 4.2. Elevation drawings showing elevations of the property corners, center of building or existing structures, culvert inlets, edge of roadway and finished floor elevations;
- 4.3. Vegetation diagram showing the location and species of trees 3" in diameter or larger at 48" from the ground;
- 4.4. Setback lines;
- 4.5. Building outline including service yard and front and rear corner of adjacent buildings;
- 4.6. Paved area diagram including drives, parking areas, walks, patios, etc.
- 4.7. Drainage and grading plan if the proposed construction disturbs any dirt or would alter in any manner the flow of storm water or run-off;
- 4.8. Special features locations, such as easements, common areas, walls, etc.
- 4.9. Utility elements and improvements, such as utility meters, etc.

Floor Plan. A floor plan must be submitted that details square footage per level and total and showing the roof outline, entry steps, service yard details such as screening and all other architectural features.

Roof Plan. A roof plan must be submitted that indicates roof pitch, an outline of the building walls below, the roof outline, dormers and any other pertinent features.

Elevation Drawings. Elevation drawings must be submitted to include all four elevations, indicate existing grades and finished grades, exterior finishes of materials, roof pitch, window and door designs, service yard enclosure, screening of meters and equipment and any other pertinent information such as the windscreen for the chimney.

Color and Materials Specifications. Color and materials specification to be used must be identified in the application. If requested by the Design Review Board, samples of both color and materials are to be submitted to the Design Review Board in a form provided by the Design Review Board in their request.

Landscape Plan. A landscape plan must be submitted to show the general design plan for site landscaping, including type, number and size of plants, shrubs, trees, and other greenery.

Grading Plan. A grading plan must be submitted indicating drainage plan; any proposed grade changes and proposed erosion control devices.

3.2. Changes After Approval of Final Construction Plans. Any plans or applications altered in any manner from plans or applications initially reviewed by the Design Review Board shall be re-submitted to the Design Review Board for review.

3.3. Construction Guidelines.

3.3.1. **GENERAL.** These Construction Guidelines are intended for compliance by all contractors, subcontractors, material suppliers, maintenance personnel and any others engaged in construction or related activity in Sunny Pointe. These Design Review Guidelines are not intended to

restrict, penalize or impede construction activity during reasonable performance of duties while within Sunny Pointe. Rather, they will be enforced fairly to achieve the objectives enumerated below and in the Governing Documents and to facilitate orderly and controlled construction activity, thereby preserving the overall quality of Sunny Pointe's appearance. Violations are subject to assessments and repeated violations may be cause for denial of access.

3.3.2. GUIDELINES.

1. **Sites; Clearing.** All construction activities shall be undertaken with care to minimize interference with traffic and to protect the general public, surrounding communities and homeowners. All materials stored on a Lot shall be kept in a neat condition to not detract from the appearance of the Properties and so as to give the visual impression from adjacent streets of a safe, clean and orderly work site. All scrap materials and trash will be confined to a particular area on each Lot. Trash is to be placed in a wire mesh or solid container at the end of each day and is to be removed frequently enough to prevent overflow from the container, (this requirement will also apply to construction offices). Site clearing or construction on any property within Sunny Pointe is not permitted without first submitting application and obtaining final approval from the Design Review Board.
2. **Trash Receptacles.** Each building site must have a trash receptacle for construction debris which is to be emptied or removed when full. When and where appropriate and with approval of the Design Review Board, contractors may coordinate sharing of trash receptacles. The dumping of construction trash is not permitted within Sunny Pointe and must be removed by covered truck. Wind-blown trash pickup is required. Any default by an Owner or contractor under this section shall be remedied within twenty-four (24) hours of notice of such default.
3. **Portable Toilets.** Clean and sanitary conditions are required for all toilets. Each portable toilet shall be screen on no less than three sides by white lattice, such screening to cover from the base of the portable toilet to six (6) inches above the highest point of the portable toilet. The Owner shall locate any portable toilets, provided however no portable toilet shall be located on a corner Lot. When and where appropriate and with approval of the Design Review Board, contractors may coordinate sharing of portable toilets. In all respects, the Design Review Board will seek to lessen the aesthetic impact and total number of portable toilets in Sunny Pointe during construction.
4. **Nuisances and Construction Hours.** No loud speakers are permitted on building sites. Inappropriate volume levels on radios, stereos, etc. will not be permitted. All construction activities shall be undertaken with care to minimize interference with traffic and to protect the general public, surrounding communities and homeowners. Construction activities shall occur only during the hours of 7 a.m. to 7 p.m. Central Standard Time.
5. **No Pets.** Pets are not allowed on building sites.
6. **Compliance with Design Review Board Approval.** All buildings and landscape plans must be approved in writing by the Design Review Board and the Owner and the building contractor are jointly responsible that approved plans are followed in all aspects with respect to the exterior of the house and grounds. Construction is to be complete to a point of having the exterior finished and landscaping in place in accordance with the approved plan within twelve (12) months of commencement. Any change to the exterior of the house, siding, driveway, garage, etc., must receive prior approval from the Design Review Board.
7. **Signs.** Builders shall not place any sign within the right-of-way of any street or road providing access to Sunny Pointe without the Design Review Board's prior written approval. Builders may be allowed one sign on each Lot owned by the respective Builder, advertising the sale of such Lot. One additional sign may be allowed on each of the model home Lots for use as Builder identification. All signs shall be of a size designated by and design approved by the Design Review Board. Each builder agrees to use the approved marketing logo(s) (supplied by the Declarant) and "An ERC Community" logo on all marketing and advertising materials excluding sales signs.

8. **Concrete Washout Area.** The Owner shall designate a clean-out area for concrete trucks and curb cut debris. Such area shall be the only location within the Properties in which washout may occur and curb cut debris may be stored. This area shall be cleaned every two weeks to maintain the appearance of the Properties.

9. **Erosion Control.** Each Owner shall be responsible for the installation and maintenance of all necessary erosion control devices and shall at all times keep erosion control devices in good working order. Any failure of erosion control devices and subsequent clean-up shall be the responsibility of the Owner, including reimbursement of the Declarant and Association of any expenses they have incurred. In the event landscaping is delayed to meet optimal planting seasons, Owner shall be responsible for establishing and maintaining turf to minimize erosion. Receipt of a Design Review Board acknowledgement of compliance will depend on compliance with erosion control provisions. Any default by an Owner or contractor of erosion control pursuant to this section shall be remedied within twenty-four (24) hours of notice of such default.

10. **Repair to Damaged Property.** Damage or scarring to other property, including, but not limited to, open space, other Lots, roads, driveways, sidewalks and/or other improvements whether surface or subsurface will not be permitted. If any such damage occurs, it shall be repaired and/or restored promptly at the expense of the person causing the damage. On completion of construction, each contractor shall clean the construction site and repair all property, whether above surface or subsurface, which was damaged, including, but not limited to, restoring grades, planting shrubs and trees as approved or required by the Design Review Board and repairing streets, driveways, pathways, sidewalks, culverts, ditches, signs, lighting and fencing, etc.

11. **Schedule of Assessments for Violations of the Design Review Guidelines for Sunny Pointe.** The following is a Schedule of Assessments that will be enforced when a contractor or Owner violates the Governing Documents and/or these Design Review Guidelines. The assessments are in addition to any actual costs incurred by the Association as a result of an Owner's non-compliance, which will be assessed to the Owner. The assessments collected will be used for grounds beautification in Common Areas and will not be refunded to the contractor or Owner. Assessments will be charges against the Lot and may prevent transfer of the Lot or frustration of construction/permanent financing. Assessments levied by the Design Review Board due to violations may be appealed, in writing, with appropriate justification, to the Chairman of the Design Review Board. The Schedule of Assessments may be amended by the Design Review Board to meet the needs of the Property as development continues. Such amendments shall occur as provided under Section 1.3 of the Design Review Guidelines.

Schedule of Assessments

The Violation	Assessment
• First violation of guideline.	Owner will receive notice of violation and have five (5) consecutive days to remedy violation, otherwise \$100.00 fine
• Second violation of guideline	\$100.00
• Subsequent violations shall be assessed \$5.00 per day. A notice of violation shall be sent certified mail to the Owner or contractor and any assessment shall accrue on a daily basis beginning 72 hours after the Owner or contractor receives such notice. Otherwise, any assessment shall accrue beginning 72 hours of actual notice of the violation.	

4. DESIGN STANDARDS

PLEASE NOTE THAT DESIGN STANDARDS MAY VARY BY SERIES. BE SURE TO DETERMINE THE APPLICABLE STANDARD FOR YOUR SERIES.

In addition to the design standards contained elsewhere in these Design Review Guidelines, the following design review standards apply to Lots within a particular Series. The term "Design Review Board" within each Series-Specific Design Standard shall refer to the applicable Design Review Board for that Series as provided for within Section 4 to the Declaration.

Series-Specific Design Standards

Sunny Pointe Residences Series

Orientation. Lots must conform to the house and utility orientation plan determined and provided by the Design Review Board. Exceptions to the orientation plan may be granted in the sole discretion of the Design Review Board.

Building size and set back requirements. The minimum square footage of any Dwelling on the Lot shall be no less than one thousand six hundred (1,600) square feet exclusive of basements, open porches and garages for a single story dwelling. The minimum square footage of any dwelling on the Lot shall be no less than two thousand (2,000) square feet exclusive of basements, open porches and garages for a two-story dwelling. Front yard and side yard setbacks must conform to City ordinance. Structures shall not have more than two-stories.

Foundation and Brick. Brick on all houses shall continue to ground level, except where pier and beam foundations are approved. In any instance where the foundation or other non-brick or rock facade is not continued to the ground, landscaping must be placed to cover or screen said area from view from front street.

Material. The exterior of all houses must be at least eighty percent (80%) masonry or rock construction. No siding shall be used except gable ends and porches located on the rear of the house. Special variances for special building plans may be granted by the Design Review Board, however in no circumstances shall any dwelling be less than seventy-five percent (75%) masonry or brick. For the purposes of these Design Review Guidelines cement-fibrous board (Commonly known as Hardi-Plank) is NOT considered masonry material.

Height. The maximum height for a structure must not exceed City ordinance standards and must receive prior approval from the Design Review Board.

Roofs. All roofs shall be completed using architectural shingles with no less than a 25 year life in weathered wood, charcoal or black in color. Any other shingle must be approved by the Design Review Board prior to installation of decking. All roofs shall have a minimum pitch slope of 7 to 12.

Roof Accessories and Equipment. Design Review Board approval is required for rooftop equipment and accessories, unless specifically excepted in this paragraph. All rooftop equipment must match roofing colors or be of a color that complements the house and must be placed as inconspicuously as possible. Exposed flashing, gutters and downspouts must be painted to match the fascia and siding of the structure unless otherwise approved by the Design Review Board. No exposed attachment straps will be allowed. Skylights are not allowed. Any installed solar energy equipment shall have the appearance of a skylight, shall have a finished trim material or curb and shall not be visible from the street or Common Area.

Driveways. Asphalt drives and parking areas are not permitted. Driveways and parking areas must be concrete or other hard-surface approved by the Design Review Board. Community recreational amenities and model homes constructed by the Declarant or Builders with written approval from the Declarant are exempt from this provision.

Air conditioning screen. Shrubbery or other landscape or hardscape material approved by the Design Review Board shall screen air conditioner units and all exterior utility devices.

Minimum Landscaping. In addition to any other landscaping requirement under these Design Review Guidelines, all trees planted on the Lot must be a 3" caliper or larger Red Oak. In addition to Red Oak trees, the Oklahoma Red Bud may be used as a substitution for one tree. All Lots shall have a minimum of one hundred and fifty (150) square feet of landscaping in the front yard. In addition, all mailboxes must be accented at the base with landscaping. Each Builder shall be responsible for providing a minimum of one (1) approved tree, measuring at least three (3) inches in caliper, and placed in front of the dwelling, of all Lots.

Sunny Pointe Villas Series

Orientation. Lots must conform to the house and utility orientation plan determined and provided by the Design Review Board. Exceptions to the orientation plan may be granted in the sole discretion of the Design Review Board.

Building size and set back requirements. The minimum square footage of any Dwelling on the Lot shall be no less than one thousand one hundred (1,100) square feet exclusive of basements, open porches and garages for a single story dwelling. The minimum square footage of any dwelling on the Lot shall be no less than two thousand (2,000) square feet exclusive of basements, open porches and garages for a two-story dwelling. Front yard and side yard setbacks must conform to City ordinance. Structures shall not have more than two-stories.

Foundation and Brick. Brick on all houses shall continue to ground level, except where pier and beam foundations are approved. In any instance where the foundation or other non-brick or rock facade is not continued to the ground, landscaping must be placed to cover or screen said area from view from front street.

Material. The exterior of all houses must be at least eighty percent (80%) masonry or rock construction. No siding shall be used except gable ends and porches located on the rear of the house. Special variances for special building plans may be granted by the Design Review Board, however in no circumstances shall any dwelling be less than seventy-five percent (75%) masonry or brick. For the purposes of these Design Review Guidelines cement-fibrous board (Commonly known as Hardi-Plank) is NOT considered masonry material.

Height. The maximum height for a structure must not exceed City ordinance standards and must receive prior approval from the Design Review Board.

Roofs. All roofs shall be completed using architectural shingles with no less than a 25 year life in weathered wood, charcoal or black in color. Any other shingle must be approved by the Design Review Board prior to installation of decking. All roofs shall have a minimum pitch slope of 6 to 12.

Roof Accessories and Equipment. Design Review Board approval is required for rooftop equipment and accessories, unless specifically excepted in this paragraph. All rooftop equipment must match roofing colors or be of a color that complements the house and must be placed as inconspicuously as possible. Exposed flashing, gutters and downspouts must be painted to match the fascia and siding of the structure unless otherwise approved by the Design Review Board. No exposed attachment straps will be allowed. Skylights are not allowed. Any installed solar energy equipment shall have the appearance of a skylight, shall have a finished trim material or curb and shall not be visible from the street or Common Area.

Driveways. Asphalt drives and parking areas are not permitted. Driveways and parking areas must be concrete or other hard-surface approved by the Design Review Board. Community recreational amenities and model homes constructed by the Declarant or Builders with written approval from the Declarant are exempt from this provision.

Air conditioning screen. Shrubbery or other landscape or hardscape material approved by the Design Review Board shall screen air conditioner units and all exterior utility devices;

Minimum Landscaping. In addition to any other landscaping requirement under these Design Review Guidelines, all trees planted by builder must be a 3" caliper or larger Urbanite Ash or White Ash (Autumn Purple- Fraxinus Americana). All mailboxes must be accented at the base by landscaping material for aesthetic purposes. Prior to the installation of landscaping, a list of all plants and shrubs must be submitted with construction plans to the Design Review Board. All Lots shall have a minimum of one hundred (100) square feet of landscaping in the front yard. In addition, all mailboxes must be accented at the base with landscaping. Each Builder shall be responsible for providing a minimum of one (1) approved tree, measuring at least three (3) inches in caliper, and placed in front of the dwelling, of all Lots.

General Design Standards

The general design standards are listed below in alphabetical order according to natural headings. The following list of design standards is presented for your convenience and should not be taken to be an exhaustive or exclusive list of items subject to Design Review Board review. If you have any questions about a particular design standard or applicability to your proposed design, please contact the Design Review Board. Unless otherwise indicated within the specific design standard, each design standard applies to every Lot regardless of Series. None of the following design standards should be read so as to negate making an application or the requirement of an Owner to receive Design Review Board approval prior to undertaking new construction or a modification.

- 4.1. **Address Numbers.** All Lots shall contain address plaques attached to the Dwelling in such form as required by the Design Review Board. Address numbers shall also appear on each mailbox on each Lot. Address numbers shall not be painted on any curb.
- 4.2. **Air Conditioners and Fans.** See specific Series guidelines.
- 4.3. **Awnings.** Cloth awnings must receive approval from the Design Review Board prior to installation.
- 4.4. **Birdfeeders.** Seeded or suet birdfeeders are only allowed in private backyards below the top of the fence line. Because there are no seeds in hummingbird feeders; these are allowed on private property without a height limit.
- 4.5. **Chimneys.** Chimneys shall not be installed without prior Design Review Board approval.
- 4.6. **Clotheslines.** Clotheslines are prohibited.
- 4.7. **Decks.** Decks may be constructed in the back yard of a Lot with prior Design Review Board approval. Decks must be constructed of wood or other materials similar to the materials used on the residence, must be painted or stained substantially similar to the residence. The Design Review Board may require the underside of the deck to be screened.
- 4.8. **Dog Houses.** Any dog house shall be located in the back yard of a Lot. Any dog house shall not be larger than four feet (4') wide by four feet (4') long and three feet (3') tall at the peak of the roof. Color of the dog house must match the trim on the residence and shall be shingled substantially similar to that of the residence. Any dog house shall not be visible from any street, any Lot or Common Areas.
- 4.9. **Dog Runs.** Dog runs are not permitted.
- 4.10. **Doors.** Door colors and materials shall remain as originally installed, unless otherwise given prior Design Review Board approval.
- 4.11. **Drainage.** All drainage shall conform to City ordinance and the Sunny Pointe development drainage plan.

- 4.12. **Driveways and Sidewalks.** The Declarant and Builders have installed standard concrete driveways and sidewalks. Any modification to these must receive prior Design Review Board approval and must meet City ordinance. No driveway or sidewalk visible from any street, any Lot or the Common Areas shall be painted, stained or otherwise colored or decorated. No sidewalk or pad shall be constructed for the purpose of storing trash receptacles unless such sidewalk or pad is shielded from view from the street by approved fencing.
- 4.13. **Fences.** All six (6) foot wood privacy fencing shall be consistent throughout the Properties, and shall contain pickets of not less than four (4) inches in width. Any request for a different type fence than wood privacy fencing must be approved by the Design Review Board prior to installation. No chain link or vinyl fencing is allowed within the Properties.
- 4.14. **Firewood Storage.** Design Review Board approval is not required provided such storage occurs in the backyard of a Lot, is not visible from any Lot in the vicinity and does not constitute a nuisance or hazard or breach of the Governing Documents.
- 4.15. **Flags and Flagpoles; Decorations.** Flag poles are permitted provided they do not exceed twenty feet (20') in height and receive prior Design Review Board approval. Any flags of a federal or state nature are allowed. Decorative flags are not discouraged, but will be disallowed if, in the sole discretion of the Board, the decorative flag has a negative effect on the aesthetic quality of the community. Flags that are obscene, abusive or that communicate messages repugnant to a reasonable person are disallowed. All holiday and seasonal decorations shall be removed within a reasonable time after the end of such holiday or season.
- 4.16. **Garages and Garage Doors.** Modifications to original garages and garage doors must receive prior Design Review Board approval. Carports are not allowed.
- 4.17. **Gardens. Flower.** No Design Review Board approval required. **Vegetable.** Vegetable gardens are not permitted on Lots.
- 4.18. **Gazebos.** Gazebos, pool houses and similar personal recreational structures must receive prior Design Review Board approval.
- 4.19. **Irrigation Systems.** Must receive prior Design Review Board approval and shall not interfere with the development drainage plan, any Lot or Common Areas.
- 4.20. **Landscaping.** See Section 5 below.
- 4.21. **Lights and Lighting.** All exterior lighting shall receive prior Design Review Board approval.
- 4.22. **Mailboxes.** Mailboxes and similar structures shall receive prior Design Review Board approval. Each mailbox shall be centered on the Lot, shall be located off the curb running parallel with the street and shall be constructed of brick material matching that used in the dwelling on the Lot. Each mailbox shall have an address plaque made of cast concrete or stone. **Sunny Pointe Villas:** Each Lot shall have ownership and access to one-half of a double black iron mailbox. According to the design approved by the Design Review Board, a contractor or Owner shall install the mailbox and each Lot Owner shall maintain their one-half thereof.
- 4.23. **Motion Detector & Security Lighting.** Motion detectors and security lights are permitted with prior Design Review Board approval. Under no circumstance shall security lighting shall shine on any adjoining Lot.
- 4.24. **Outbuildings.** One (1) complimentary building other than the Dwelling may be approved by the Design Review Board. No garage or complimentary building on any Lot shall be used as a residence or living quarters except by servants engaged on the premises. Any complimentary building on a Lot must be located at the rear of such Lot, must architecturally match the Dwelling, must be no more than one

story, must be approved by Design Review Board and must comply with the Design Review Guidelines. Notwithstanding the foregoing, Declarant reserves the exclusive right to erect, place and maintain, and to permit Builders to erect, place and maintain, such facilities in and on the Properties as Declarant, in Declarant's sole discretion, determines to be necessary during the period of, and in connection with the sale of Lots, construction and sale of Dwellings and construction of other improvements within the Sub-division. All such sales and construction facilities shall be located in the area designated by Declarant and landscaped to the approval of the Design Review Board. Each outbuilding shall be properly permitted as required by City ordinance.

4.25. **Outdoor Furniture & Cooking.** Except with prior Design Review Board approval, all outdoor furniture shall be contained wholly within the back yard of a Lot. Barbecue grills or other types of outdoor cooking equipment shall be located within the rear yard.

4.26. **Painting.** Prior Design Review Board approval is required for all painting, including but not limited to structures and garages, of a color other than originally installed by the Declarant or Builder.

4.27. **Patios, Patio Covers, Porches, Arbors.** All patios, porches and the like must receive prior Design Review Board approval.

4.28. **Play and Sports Equipment.** Free standing playhouses and tree houses are permitted and must be located within the rear yard behind a fence so as to not be visible from neighboring Lots. Permanent basketball goals are permitted in the front yard only with Design Review Board approval and must be maintained. Temporary basketball goals are not permitted.

4.29. **Pools.** Small, temporary children's style pools are permitted provided such pools are contained in the backyard of the Lot are not visible from any Lot in the vicinity and are emptied when not in use. Above-ground pools are not permitted on any Lot adjacent to the Common Area. In-ground pools are permitted with prior Design Review Board approval,

4.30. **Retaining Walls.** Although not expected to be necessary in Sunny Pointe, retaining walls that can be viewed from a street or common area or are in the front yard of any house must be constructed of an architectural block. Style and specifications of said block shall be published by the Design Review Board pursuant to its rulemaking authority.

4.31. **Roofs.** See, specific Series design guidelines above.

4.32. **Satellite Dishes and Antennas.** No exterior radio antenna, television antenna or other antenna, satellite dish or audio or visual reception device of any type shall be placed, erected or maintained on any Lot, except inside a residence or otherwise concealed from view; provided, however, that any such devices may be erected or installed by the Declarant during its sales or construction on the Lots; and provided further, however, that these requirements shall not apply to those antenna which are specifically covered by regulations promulgated under the Telecommunications Act of 1996, as amended from time to time. As to antenna which are specifically covered by the Telecommunications Act of 1996, as amended, the Design Review Board shall be empowered to adopt rules and regulations governing the types of antenna that are permissible hereunder and, to the extent permitted by the Telecommunications Act of 1996, as amended, establishing reasonable, non-discriminatory restrictions relating to appearance, safety, location and maintenance.

As provided in the Telecommunications Act of 1996, "Antenna" is defined as follows: (1) an antenna that is designed to receive direct broadcast satellite service including direct-to-home satellite services and is one meter or less in diameter or diagonal measurement; (2) an antenna that is designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services and local multipoint distribution services and is one meter or less in diameter or diagonal measurement; or (3) an antenna that is designed to receive television broadcast signals.

All Antennas are subject to the provisions set forth below:

1. Any Antenna an Owner places on their property must be registered with the Design Review Board within ten (10) days of installation. Owners shall submit a registration drawing detailing how it complies with the guidelines set forth herein.
2. Installation shall be by a qualified person knowledgeable about the proper installation of Antennas.
3. All Antennas must be installed in accordance with the manufacturers' guidelines to insure safe installation and must also be installed in compliance with all federal, state and local statutes and regulations regarding safety. In addition, a building permit shall be obtained, if required by local ordinance.
4. No Antenna can be over thirty-nine inches (39") in diameter or diagonal measurement, at its largest dimension. Any device larger than one meter (39 inches) in diameter is strictly prohibited.
5. All Antennas must be properly grounded and must be placed a safe distance from any power lines.
6. All Antennas must be located in aside or rear yard location, not visible from any street(s) or any neighboring properties, provided such location does not preclude reception of an acceptable quality signal.
7. All Antennas shall be ground mounted or shall not be installed higher than is absolutely necessary for reception of an acceptable quality signal.
8. All Antennas must be blended with the background on which they are placed by painting the Antenna the same color as the house or otherwise screening the Antenna from view from any street(s) or adjacent properties with appropriate landscaping or other materials of a reasonable cost.
9. All installations shall be completed so that they do not damage the common areas of the Association or the lot of any other resident or void any warranties of the Association or other owners or in any way impair the integrity of buildings on common areas or lots.
10. Owners are responsible for all costs associated with the antenna, including but not limited to costs to:
 - Place (or replace), repair, maintain and move or remove antennas;
 - Repair damages to the common property, other lots and any other property damaged by antenna installation, maintenance or use;
 - Reimburse residents or the Association for damages caused by antenna installation, maintenance or use.
11. Wiring or cabling shall be installed so as to be minimally visible and blend into the material to which it is attached.
12. No Antenna shall be placed in a location where it block's fire exits, walkways, ingress or egress from an area, fire lanes, fire hoses, fire extinguishers, safety equipment, electrical panels or other items or areas necessary for the safe operation of the Association or individual Lots.
13. No Antenna shall be attached to fencing shared between Lots or common areas.
14. No Antenna may obstruct a driver's view of an intersection or a street.
15. To the extent that interpretation of these provisions is necessary, such interpretation will be undertaken by the Design Review Board in full compliance with all federal, state and local statutes and regulations, as may be supplemented or amended from time to time.

16. If antennas are installed on property for which the Association has maintenance responsibility, owners retain responsibility for antenna maintenance. Owners must not install antennas in a manner that will increase maintenance costs for the Association or for other Owners. If such damage occurs, owners are responsible for these costs.

If an Antenna needs to be installed in any way that is not consistent with the abovementioned provisions due to preclusion of an acceptable quality signal, then the Owner is asked to submit a request for location approval. The Association's approval will then be based on how well the device is screened from the view of both public and private areas. Important Note: Any Antenna/Satellite Dish that is in any way mounted on your house may void applicable warranties.

4.33. **Siding.** Unless otherwise provided in Series-Specific Design Standards, any siding must receive prior Design Review Board approval.

4.34. **Signs:** Subject to the restriction that no sign shall be located within any Common Area and except as reserved by the Declarant, the following sign standards shall apply. No signs whatsoever (including, but not limited to, leasing, commercial, political and similar signs) shall be erected or maintained on any Lot except:

(i) Street signs and such other informational signs as may be required by law, a governmental authority, or the Association;

(ii) During the construction of any Residential Dwelling, building or other improvement, one (1) job identification sign not larger than forty-eight (48) inches in height and forty-eight (48) inches in width and having a face area not larger than nine (9) square feet; and

(iii) Not more than one (1) political signs having a face area not larger than four (4) square feet each for a period of time commencing three (3) weeks before the corresponding election day and ending two (2) days after the election day, unless otherwise provided by law.

Nothing contained in this Declaration shall be construed to prevent the erection and maintenance by Declarant or the Declarant's duly authorized agents, of structures or signs necessary or convenient to the development, advertisement, sale, operation or other disposition of a Lot. Moreover, any lender providing financing to Declarant in connection with the development of the Properties may erect signs on Lots owned by Declarant to identify such lender. Builders may erect or cause to be erected one (1) "For Sale" sign not to exceed nine (9) square feet on each Lot that said Builder owns. In all other instances, the Design Review Board must approve all signs prior to placement within the Properties.

4.35. **Skateboard Ramps.** Not permitted.

4.36. **Skylights.** See, specific Series design standards.

4.37. **Solar Devices.** All solar devices must receive prior Design Review Board approval.

4.38. **Statues, Sculptures, Fountains, Ponds.** Placement of any statue, sculpture, fountain, pond or similar artistic expression in the front yard of any Lot or the front and backyard of any Lot adjoining the Common Areas is highly discouraged by the Design Review Board and must receive prior Design Review Board approval. All other locations of artistic expressions visible from other Lots or requiring any excavation must receive prior Design Review Board approval.

4.39. **Storm/Security Doors.** Storm and security doors are allowed with prior Design Review Board approval.

4.40. **Temporary Structures.** Temporary structures suitable for a wedding, birthday party and similar occasions are permitted in the backyard to any Lot provided such temporary structure is removed within twenty-four (24) hours of the conclusion of the occasion. This design standard shall not limit Association activities.

4.41. **Trash and Garbage Receptacles.** Trash and other receptacles shall be absent from view from any street, any Lot and Common Areas on all days other than designated trash and/or recycling pick up days.

4.42. **Tree Houses.** Tree houses constructed in or on vegetation are not permitted.

4.43. **Underground Installations.** Unless otherwise approved by the Design Review Board, all electrical, telephone and other utility lines and facilities which are located on a Lot and are not owned by a governmental entity or Utility Company shall be installed in underground conduits or other underground facilities. The Association may plant, install and maintain shrubbery and other screening devices around boxes, transformers and other above ground utility equipment. The Association shall have the right to enter on Lots to plant, install, maintain and replace such plants, shrubbery and screening devices without liability to the Owner or otherwise.

4.44. **Variety in Design.** Dwellings with the same floor plan and same elevation must have a minimum of three (3) Lots between such Dwellings when built on the same side of a street. Such Dwellings shall not be constructed on corresponding corner Lots. A minimum of two (2) Dwellings must be built between dwellings with the same style and color of brick.

4.45. **Walls.** All walls of any nature, for example but not limitation retaining walls, landscaping walls and decorative walls, must receive prior Design Review Board approval.

4.46. **Wells.** Wells of any kind are not permitted except as provided by Declarant for irrigation and water level maintenance of ponds.

5. Landscaping Standards

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

5.2. **Concepts.** Each Owner should familiarize themselves with these landscape guidelines prior to executing a plan. Each landscape plan should be prepared according to the following criteria:

1. Provide landscaping to enhance the beauty of the Lot and improvements while providing continuity between the Lot, improvements and surrounding vegetation.
2. Minimize the visual intrusion of the built environment by mitigating areas disturbed during construction.

5.3. **Objectives.** All Lots, after construction, require landscaping. The design of the landscaping will vary, depending on size, shape, topography and location of the property and the design of the structure. It is the intent of the landscaping to accomplish the following objectives:

1. **Beautify.**

1.1. Soften vertical structure from the horizontal ground plane, with foundation plantings of sufficient density and size to break the line between ground plane and structure.

1.2. Soften the impact of corners and broad wall areas with vertical and' spreading foliage.

1.3. To soften and reduce apparent height of house, foundation planting at the front should be layered from the ground plane using small plants towards the front and then transitioning up to larger plants near the foundation. A single row of uniformly spaced plants of equal size arranged in a single row along the foundation is not acceptable. Installing plant material of different sizes and textures in natural groupings is a preferred alternative.

2. **Screen.** Visually screen compressors, tanks, service yards, transformers, telephone pedestals, recreation equipment, parking, driveways, patios and other hard or unsightly areas.

3. **Restoration.** Restoration of a site due to construction.

4. **Drainage.** It is the responsibility of each owner to handle surface water on the Lot to minimize impact on adjoining property and insure that water is moved to the appropriate areas to interface properly with Sunny Pointe's master drainage plan.

5. **Phasing.** This approach to landscaping is approvable; however, the initial phase must meet the first four (4) objectives above.

6. **Conservation.** Owners are also encouraged to plan for the conservation of water by planting native and drought resistant species.

7. **View.** Taller plantings and recreation equipment should not be placed in the neighbor's view line. Existing vegetation will be allowed to remain in the view line. The view line is defined by staffing at the left and right rear property corners and proceeding twenty (20) feet toward the front corners and twenty (20) feet toward the center across the rear property line. These two new points, near each corner, when connected form triangles that should remain free of obstructions for neighbor's view corridors.

5.4. Plans.

1. **Landscaping.** The landscaping plan must be professionally prepared on a site plan indicating topography, existing and proposed vegetation. The plan should be drawn at a scale of one-eighth (1/8) inch equals one (1) foot. The plan should graphically illustrate location, lot number, adjoining lot border lines, nearest structure -lines on adjoining Lots, sizes of plant material, lawn, mulched areas and open areas. A schedule must be included on the planting plan indicating the following specifications for each plant: Common name, plant height at time of planting (two [2] gallon minimum), plant quantities, identify grass and mulched areas. Each Lot shall contain a minimum of one hundred (100) square feet of landscaping in the front yard.

2. **Identify Trees.** Existing trees of three inch (3") diameter or greater at forty-eight inches (48") from the ground, must be identified as to exact location, size of trunk, genus name and where possible, the species. No existing trees shall be 'cut, removed, transplanted or damaged without approval by Design Review Board.

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

4. **Sod Requirement.** All lawn areas must be covered with sod, seed or other material approved by the Design Review Board.

5. **Tree Requirement.** Trees and shrubs must be planted in accordance with the approved plan within the time frame outlined in Section 5.1. Unless otherwise existing naturally on the Lot and such naturally occurring trees are approved as substitutes by the Design Review Board, each Lot shall have a minimum of two (2) approved trees, measuring at least Three (3) inches in diameter or greater at 48" from

the ground, located in front of the dwelling constructed on the Lot. If such Lot shall be a corner Lot, then such corner Lot shall be required to locate three (3) such trees.

6. Irrigation. Should any Lot have any form of irrigation system installed to irrigate planting beds or grassed areas of the Lot, the spray from such irrigation system should be contained to the Lot. The Design Review Board may require relocation or redirection of spray if adjacent Lots, streets or other areas are affected. The Design Review Board is not responsible for the system's performance or function. The Design Review Board shall not be held liable for any injury, damages or loss arising out of the manner or quality of approved irrigation systems.

Exhibit "A" to Sunny Pointe
Design Review
Guidelines

APPLICATION FOR DESIGN REVIEW FOR SUNNY POINTE

Pursuant to the Governing Documents, any Owner desiring to make any modification to a Lot must make an application to the Design Review Board prior to commencement of work. By completing this Application and making the appropriate submittals, you successfully make your application for modifications as required by the Governing Documents. You may need additional approvals from local, state or federal agencies. By executing and submitting this Application, the Owner(s) acknowledge that they have reviewed the Governing Documents and understand the standards applicable to modifications and the authority and discretion afforded the Design Review Board, all such provisions within the Governing Documents being incorporated herein by reference. If you need any additional space, please include supplement pages.

Name of Owner(s) _____

Property address: _____

Day phone _____ Evening phone _____ Series _____

1. Modification Area. Approval is requested for the following modifications as described below and on the submittal pages. The general type of modification requested is indicated below. If applicable, appropriate submittal pages are indicated and attached to this Application. _____

2. Submittal Pages. All applications shall include appropriate submittal pages showing such design features as required by the Governing Documents and Design Review Guidelines. Failure to include the submittal pages will result in a returned Application.

Commencement date: _____ Time for completion: _____

This is a Re-application: YES NO

Owner's Signature(s)

[DO NOT WRITE BELOW THIS LINE]

Date Application received _____ By _____

Action on Application: Approved Denied Other _____

