

EXHIBIT "B"
BY-LAWS OF RUSH BROOK HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

1.01 The name of this corporation is Rush Brook Homeowners Association, Inc. (hereinafter the "Homeowners Association"), a non-profit corporation.

ARTICLE II
PURPOSE AND PARTIES

2.01 The administration of every Property described in the Plat and the Declaration of Covenants and Restrictions of Rush Brook (and any annexations thereto), of which these By-Laws are a part and which have been submitted to the provisions of 60 O.S. §§ 851 *et seq.*, by the recording of said Declaration of Covenants and Restrictions and the Exhibits thereto, including a true and correct copy of the By-Laws, shall be governed by these By-Laws. All definitions and terms contained in said Declaration of Covenants and Restrictions shall apply hereto and are incorporated herein by reference.

2.02 All present and future owners, future tenants of any lot, mortgagees and other persons who may use the facility of the Property in any manner are subject to these By-Laws, the Articles of Incorporation of Rush Brook Homeowners Association, Inc., the Declaration of Covenants and Restrictions, the rules and regulations of the Homeowners Association, and all agreements and easements relating thereto. The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a lot shall constitute an agreement by such owner or occupant that these By-Laws, the Articles of Incorporation of Rush Brook Homeowners Association, Inc., the Declaration of Covenants and Restrictions, and the rules and regulations promulgated by the Homeowners Association or its Board of Directors, as they may be amended from time to time, are accepted as conditions and covenants running with the land and will be complied with.

2.03 The purpose of the corporation is to provide management, maintenance, preservation, control and rules and regulations and to enforce all mutual, common or reciprocal interests and all restrictions upon all property which may be within Rush Brook.

ARTICLE III
LOT OWNERS

3.01 Membership. Any person on becoming an owner of a lot shall automatically become a member of the Homeowners Association and be subject to these By-Laws. Such membership shall terminate without any formal action by the Homeowners Association whenever such person ceases to own a lot, but such termination shall not relieve or release any such former owner from any liability or obligation incurred under or in any way connected with the Homeowners Association, or impair any rights or remedies which the owners have either through the Board of Directors of the Homeowners Association or directly against such former owner or member arising out of or in any way connected with ownership and membership and the covenants and obligations incident thereto. The membership shall be deemed conveyed or encumbered with the

lot even when such interest is not expressly mentioned or describe in the conveyance or other instrument.

3.02 Annual Meetings. The first meeting of the Association shall be held at a time determined by the Declarant. Thereafter, an annual meeting of the Association shall be held at a date and time set by the Board upon written notice to the Owners.

3.03 Special Meeting. Special meetings of the Association may be held at any time on the written call of the Board or by Owners representing twenty five percent (25%) of all the voting power of the Association. Such meetings may also be held at any time without call or notice on the unanimous consent of the Board.

3.04 Notice of Meetings. Notices of annual and special meetings shall be in writing, shall state the date, time and place of meeting, and shall be mailed or delivered to each Owner not less than twenty (20) days nor more than forty (40) days prior to the date set for such meeting and as to special meetings, the notice shall indicate the purpose or purposes of such special meeting.

3.05 Quorum. At any first meeting called, the presence at the meeting of Owners, or of proxies, entitled to cast twenty five percent (25%) of all the voting power of the Association shall constitute a quorum. If the required quorum is not forthcoming at that meeting, another meeting may be called, after five (5) days' written notice, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

3.06 Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot or upon receipt of notice by the secretary of the Board of the death or judicially declared incompetence of such member.

3.07 Order of Business. The order of business of all meetings of the Homeowners Association shall be as follows:

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

ARTICLE IV **BOARD OF DIRECTORS; SELECTION, TERM OF OFFICE**

4.01 Number and Term of Directors. The Board shall consist of three (3) directors, each of

whom shall be a lot owner or an agent of Declarant (while Declarant remains a lot owner). The directors shall serve concurrent terms of one (1) year. The initial directors, who shall be appointed by the Declarant, shall serve until the first meeting of the Homeowners Association; thereafter, all directors shall be appointed, elected and removed according to these By-Laws and the Declaration. So long as the Declarant owns one or more lots or any property in the Addition, the Declarant shall be entitled to appoint at least two (2) members of the Board who need not be lot owners. After the Declarant has conveyed all lots and property and is no longer entitled to appoint two (2) members of the Board, all directors shall be lot owners (or have a beneficial ownership interest in a lot as a trustee or otherwise).

4.02 Election of Board of Directors.

(a) Nominations. Nominations for election to the Board may be made by nominations from the floor at the annual meeting or at such other meetings specially called for the purpose of electing members of the Board. Each lot owner may nominate up to three (3) nominees.

(b) Cumulative Voting. Elections of Board members shall be by secret written ballot and cumulative voting. The nominees receiving the highest number of votes shall be deemed elected to the Board.

4.03 Removal. The entire Board may be removed from office by a majority vote of total voting power of the Association. An individual elected director may be removed from office prior to the expiration of his/her term by a two-thirds (2/3) vote of total voting power of the Association. No director, other than the Declarant or Declarant's agent, shall continue to serve on the Board if, during his term of office, he shall cease to be a lot owner.

4.04 Vacancies. Vacancies in the Board caused by any reason other than the removal of a director by vote of the members shall be filled by a vote of the majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall be a director until a successor is elected at the next annual meeting of the Homeowners Association or at a special meeting of the members called for that purpose.

ARTICLE V **MEETINGS OF DIRECTORS**

5.01 Regular Meetings. Regular meetings of the Board shall be conducted at least annually at a time and place within or near the Project as may be fixed by the Board. Notice of the time and place of regular meetings shall be delivered to each director personally or by fax, mail or telephone at least three (3) days prior to the day named for the meeting, unless an emergency exists and the directors are required to meet sooner.

5.02 Special Meetings. A special meeting of the Board may be called by written notice signed by the president of the Homeowners Association or by any two (2) directors. Notice shall be provided to all directors in the manner prescribed for notice of regular meetings and shall include a description of the nature of any special business to be considered by the Board.

5.03 Waiver of Notice. Before or at any meeting of the Board, any director may, in writing,

waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice to that director. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place of the meeting.

5.04 Quorum. The presence in person of a majority of the directors at any meeting of the Board shall constitute a quorum for the transaction of business and the acts of a majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board there shall be less than a quorum present, a majority of those present may adjourn from time to time. At any such subsequent meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

5.05 Adjournment: Executive Session. The Board may, with the approval of a majority of a quorum of the directors, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, confidential matters, litigation in which the Homeowners Association is or may become involved and orders of business of a similar nature. The general nature of any and all business to be considered in executive session shall first be announced in open session.

5.06 Board Meetings Open to Members. Regular and special meetings of the Board shall be open to all members of the Homeowners Association; provided, however, members who are not on the Board may not participate in any deliberation or discussion unless expressly so authorized by vote of a majority of a quorum of the Board.

5.07 Managing Agent and/or Manager. The Board may employ for the Project a managing agent and/or manager at a compensation established by the Board to perform such duties and services as the Board shall authorize.

5.08 Fidelity Bonds. The Board shall attempt to obtain adequate fidelity bonds for all officers and employees of the Project handling or responsible for Project funds. The premium for such bonds shall constitute a common expense.

5.09 Compensation. No member of the Board shall receive any compensation from the Homeowners Association or lot owners for acting as such.

5.10 Liability of the Board of Directors. The members of the Board shall not be liable to the lot owners for any mistake of judgment, negligence or otherwise except for their own individual willful misconduct or bad faith. The lot owners shall indemnify and hold harmless each of the members of the Board against all contractual liability to others arising out of contracts made by the Board on behalf of the Homeowners Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration of Covenants and Restrictions or of these By-Laws. It is intended that the members of the Board shall have no personal liability with respect to any contract made by them on behalf of the Homeowners Association or the Project. It is understood and permissible for the original Board, who are members of or employed by Declarant, to contract with the Declarant and affiliated corporations without fear of being charged with self-dealing. It is also intended that the liability of any lot owner arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the members of the Board shall be limited to such proportion of the total liability thereunder as his interest in the

Common Elements bears to the interests of all the lot owners in the Common Elements. Every agreement made by the Board or by the managing agent or by the director on behalf of the Homeowners Association shall provide that the members of the Board, or the managing agent or the manager, as the case may be, are acting only as agents for the lot owners and shall have no personal liability thereunder (except as lot owners) and that each lot owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interest of all lot owners in the Common Elements.

ARTICLE VI
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

6.01 Powers and Duties. The Board shall have the powers and duties necessary for the administration of the Property and may do all such acts and things except as by law or by the Declaration of Covenants and Restrictions or by these By-Laws may not be delegated to the Board by the lot owners. Without limitation on the generality of the foregoing powers and duties, the Board shall be vested with, and responsible for, the following powers and duties:

(a) To select, appoint, supervise and remove all officers, agents and employees of the Homeowners Association; to prescribe such powers and duties for them as may be consistent with law and with the Articles of Incorporation of Rush Brook Homeowners Association, Inc., the Declaration of Covenants and Restrictions and these By-Laws; and to require from them security for faithful service when deemed advisable by the Board;

(b) To enforce the applicable provisions of the Declaration of Covenants and Restrictions, these By-Laws and other instruments relating to the ownership, management and control of the Project;

(c) To adopt and publish rules and regulations governing the use of the Common Elements and facilities and the personal conduct of the members and their guests thereon and to establish procedures and penalties for the infraction thereof, subject to approval of the membership;

(d) To pay all taxes and assessments which are or could become a lien on the Common Elements or a portion thereof;

(e) To contract for casualty, liability and other insurance on behalf of the Homeowners Association as provided in the Declaration of Covenants and Restrictions;

(f) To cause the Common Elements to be maintained and to contract for goods and/or services for the Common Elements or for the Homeowners Association, subject to the limitations set forth in this Article;

(g) To delegate its powers to committees, officers or employees of the Homeowners Association or to a management company pursuant to a written contract as expressly authorized by the Declaration of Covenants and Restrictions and these By-Laws;

(h) To prepare budgets and financial statements for the Homeowners Association as

prescribed in these By-Laws;

(i) To initiate and execute disciplinary proceedings against members of the Homeowners Association for violations of the provisions of the Declaration of Covenants and Restrictions, these By-Laws and such rules as may be promulgated by the Board in accordance with procedures set forth in these By-Laws;

(j) To enter upon any privately owned lot as necessary in connection with inspection, construction, maintenance, enforcement or emergency repair for the benefit of the Common Elements of the owners;

(k) To borrow money and incur indebtedness for purposes of the Homeowners Association and to cause to be executed and delivered therefore in the Homeowners Association's name promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefore;

(l) To fix and collect regular and special assessments according to the Declaration of Covenants and Restrictions and these By-Laws and, if necessary, to record a notice of assessment and foreclose the lien against any lot for which an assessment is not paid within thirty (30) days after the due date or bring an action at law against the owner personally obligated to pay such assessment. All reserves for capital expansion, repair, and maintenance shall be transferred to and held in a trust fund or funds for such purpose established by a vote of a majority of members and shall be expended only in the manner prescribed.

(m) To prepare and file annual tax returns with the federal government and the State of Oklahoma and to make such elections as may be necessary to reduce or eliminate the tax liability of the Homeowners Association. Without limiting the generality of the foregoing, the Board may, on behalf of the Homeowners Association, elect to be taxed, if possible, under Section 528 of the Internal Revenue Code or any successor statute conferring income tax benefits on owners' associations. In connection therewith, the Board shall take such steps as are necessary to assure that the income and expense of the Homeowners Association for any taxable year shall meet the following limitations and restrictions;

(n) No part of the net earnings of the Homeowners Association shall inure (other than by acquiring, constructing or providing management, maintenance and care of the Homeowners Association's Property and other than by a rebate of excess membership dues, fees or assessments) to the benefit of any private individual.

6.02 Limitation of the Board's Power. Except with the vote or written assent of a majority of the voting power of the Homeowners Association residing in members other than Declarant, the Board shall be prohibited from taking any of the following actions;

(a) Incurring aggregate expenditures for capital improvements to the Common Elements in any fiscal year in excess of ten percent (10%) of the budgeted gross expenses of the Homeowners Association for that fiscal year;

(b) Selling during any fiscal year Property of the Homeowners Association having an

aggregate fair market value greater than ten percent (10%) of the budgeted gross expenses of the Homeowners Association for that fiscal year;

(c) Paying compensation to directors or to officers of the Homeowners Association for services performed in the conduct of the Homeowners Association's business, provided, however, that the Board may cause a director or officer to be reimbursed for expenses incurred in carrying on the business of the Homeowners Association;

(d) Entering into a contract with a third person wherein the third person will furnish goods or services for the Common Elements or the Homeowners Association for a term longer than one (1) year with the following exceptions:

1. Management contract;
2. A contract with public utility company if the rates charged for the materials or services are regulated by the Corporation Commission; provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate;
3. Prepaid casualty and/or liability insurance policies not to exceed three (3) years' duration provided that the policy permits for short rate cancellation by the insured;
4. Any agreement for professional management of the Project or any other contract providing for services to Declarant shall provide for termination by either party without cause or payment of a termination fee on one hundred eighty (180) days' or less written notice and shall provide for a maximum contract term of three (3) years.

ARTICLE VII

OFFICERS AND DUTIES

7.01 Enumeration and Term. The officers of this Homeowners Association shall be a president, vice-president, a secretary, treasurer and such other officers as the Board may from time to time by resolution create. The officers shall be elected annually by the Board and each shall hold office for one (1) year unless he/she shall sooner resign or shall be removed or otherwise disqualified to serve. A person may serve as both a director and officer of the Association.

7.02 Election of Officers. Except as to the initial officers who shall be elected by the Board appointed by the Declarant as herein provided, the election of officers shall take place at the first meeting of the Board following each annual meeting of the members.

7.03 Resignation and Removal. Any officer may be removed from office by a majority of the Board at any time with or without cause. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignations shall take effect on the date of receipt of such notice or at any later time specified therein and, unless otherwise

specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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

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

7.06 Duties. The duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the Board and the Homeowners Association (members); shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks (unless the authority to sign checks in the ordinary course of the Homeowners Association's business has been delegated to a management company as provided in the By-Laws) and promissory notes.

(b) Vice President. The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary/Treasurer. The secretary/treasurer shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep together with their address; receive and deposit in appropriate bank accounts all monies of the Homeowners Association and shall disburse such funds as directed by resolution of the Board; shall co-sign all checks and promissory notes of the Homeowners Association; keep proper books of accounts and prepare or have prepared financial statements as required in these By-Laws; and shall perform such other duties as provided by the Board. The duty of the secretary/treasurer to receive and deposit funds and to sign checks in the ordinary course of the Homeowners Association's business may be delegated to a management company as provided in these By-Laws.

7.00 Compensation of Officers. No officer shall receive any compensation from the Homeowners Association or lot owners for acting as such.

ARTICLE VIII **MAINTENANCE AND ASSESSMENTS**

Pursuant to the procedures and guidelines as set forth in the Declaration of Covenants and Restrictions, the Board shall levy, collect and enforce regular and special assessments for the operation of the Homeowners Association and for management, maintenance and operation of the Common Elements. The assessments shall be used exclusively to promote the recreation, health, safety and welfare of all residents in the entire Project for improvement and maintenance of the Common Elements for the common good of the Project. Regular assessments shall include an adequate reserve fund for maintenance, repairs and replacements of the Common Elements.

ARTICLE IX
DISCIPLINE OF MEMBERS: SUSPENSION OF RIGHTS

The Homeowners Association shall have no power to cause a forfeiture or abridgment of an owner's right to the full use and enjoyment of his individually owned lot on account of a failure by the owner to comply with provisions of the Declaration of Covenants and Restrictions, these By-Laws or of duly enacted rules of operation for the Common Elements and facilities, except where the loss or forfeiture is the result of the judgment of a court or a decision arising out of arbitration or on account of a foreclosure or sale under a power of sale for failure of the owner to pay assessments levied by the Homeowners Association. Notwithstanding the foregoing, the Board shall have the power to impose reasonable monetary penalties, temporary suspensions of an owner's rights as member of the Homeowners Association or other appropriate discipline for failure to comply with the Declaration of Covenants and Restrictions, these By-Laws or duly enacted rules; provided that an owner subject to such possible penalties shall be given reasonable notice and the opportunity to be heard by the Board with respect to the alleged violations before a decision to impose discipline is reached. In the case in which monetary penalties are to be imposed, such penalties shall be according to a schedule of penalties related to specific offenses, which schedule shall be proposed by the Board and approved by the vote of written assent of a majority of the voting power of the Association. Such penalties shall bear a reasonable relationship to the conduct for which the penalty is imposed and may only be imposed prospectively.

ARTICLE X
BUDGETS, FINANCIAL STATEMENTS, BOOKS AND RECORDS

10.01 Fiscal Year. The fiscal year of the Homeowners Association shall be designated by resolution of the Board. In the absence of such resolution, the fiscal year shall be the calendar year.

10.02 Inspection of Homeowner Association's Books and Records. The membership register, books of account and minutes of meetings of the member, of the Board and of committees of the Board or Homeowners Association shall be made available for inspection and copying by any member of the Homeowners Association or by his duly appointed representative at any reasonable time and for a purpose reasonably related to his interest as a member at the office of the Homeowners Association or at such other place within the Project as the Board shall prescribe. Such inspection may take place on weekdays during normal hours following at least four (4) business days' written notice to the Board by the member desiring to make the inspection. Any member desiring copies of any document shall pay the reasonable cost of reproduction. Every director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Homeowners Association and the physical properties owned or controlled by the Homeowners Association. The right of inspection by a director includes the right to make extracts and copies of documents.

ARTICLE XI
AMENDMENT OF BY-LAWS

11.01 Amendment. Except as may be provided otherwise in these By-Laws, the By-Laws may be amended by a vote or written assent of owners possessing at least two-thirds (2/3) of the total voting power of the Association as established by the Declaration of Covenants and Restrictions; provided, however, that each of the particular requirements set forth in 60 O.S. §§ 850 through 855, inclusive, as it now reads or may be hereafter amended shall always be embodied in the By-Laws. Such modification or amendment shall not become operative unless set forth in an amendment to the By-Laws that is duly recorded in the office of the County Clerk of Oklahoma County, Oklahoma.

11.02 Declarant's Right to Amend. Notwithstanding anything to the contrary in these By-Laws, the Declarant shall have the absolute right to unilaterally amend these By-Laws; provided, however, that each of the particular requirements set forth in 60 O.S. §§ 850 through 855, inclusive, as it now reads or may be hereafter amended shall always be embodied in these By-Laws. Such modification or amendment shall not become operative unless set forth in an amendment to the By-Laws that is duly recorded in the office of the County Clerk of Oklahoma County, Oklahoma. Any such amendment to the By-Laws must be signed by the Declarant and recorded in the office of the County Clerk of Oklahoma County, Oklahoma.

ARTICLE XII
MISCELLANEOUS PROVISIONS

12.01 Regulations. All owners, tenants or their employees or any other person that might use the facilities of the Project in any manner are subject to the regulations set forth in these By-Laws and in the Project documents and to all reasonable rules enacted pursuant to the Declaration of Covenants and Restrictions. Acquisitions, rental or occupancy of any lot shall constitute acceptance and ratification of the provisions each of the foregoing.

12.02 Indemnity of Officers and Directors. Each director and officer shall be indemnified by the Homeowners Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him by judgment or settlement in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or an officer of the Homeowners Association, except in cases of fraud, gross negligence or bad faith of the director or officer in the performance of his duties.

12.03 Committees. In addition to the Design Review Committee, the Board may create or appoint such other committees as deemed appropriate in carrying out its purpose.

12.04 Notices. Any notice permitted or required to be given by the Project documents may be delivered either personally or by mail or as otherwise specifically provided in the Project documents. If delivery is by mail, it shall be deemed to have been given seventy-two (72) hours after a copy of the same has been deposited in the U.S. Mail, postage prepaid, return receipt requested, addressed to each person at the current address given by such person to the secretary of the Homeowners Association or addressed to the lot of such person if no address has been given to the secretary; provided, however, that notice of regular or special meetings of members may be

delivered or mailed without a return receipt. Provided further that notice to the Design Review Committee shall be addressed to the address set forth in the Design Review Committee's Architectural and Design Rules, as amended from time to time.

12.05 Conflict in Documents. In the event that any inconsistency or conflict exists between the terms of the Declaration, these Bylaws or any rule or regulation then in force, the inconsistency or conflict shall in every instance be controlled by the Declaration.

ARTICLE XIII **OBLIGATIONS OF THE OWNERS**

13.01 Assessments.

(a) Assessments. Assessments shall be due yearly in advance on the first day of each year. After yearly assessments have been set by the Board, the Board shall prepare and deliver or mail to each owner an individual statement of the owner's yearly assessment, thereafter, yearly statements shall be prepared and delivered or mailed annually, or more often in the event of a change in the assessment or the levying of a special assessment and/or if deemed desirable or necessary by the Board.

(b) Basis for Assessments. The assessments made for common expenses shall be based upon the estimated cash requirements as the Board determines is to be paid by all of the owners, including the Declarant, to provide for the payment of all estimated expenses growing out of or connected with the maintenance, repair, operation, additions, alterations and improvements of and to the Common Elements, which sum may include, but shall not be limited to, expenses of management; taxes and special assessments until separately assessed; premiums for fire insurance with extended coverage and vandalism and malicious mischief (with endorsements issued in the amount of the maximum replacement value of all of the Common Elements); casualty and public liability and other insurance premiums; landscaping and care of grounds; repair and replacement of the entrance gate; common lighting; repairs and renovations; removals of pollutants and trash collections; wages, utility charges for Common Elements; beautification and decoration; professional fees, including legal and accounting fees, management fees, expenses and liabilities incurred by the managing agent or Board on behalf of the owners under or by reason of the Declaration of Covenants and Restrictions and the By-Laws of the Homeowners Association; for any deficit arising or any deficit remaining from a previous period; the creation of a reasonable contingency fund, reserves, working capital and sinking funds as well as other costs and expenses relating to the Common Elements. In the event the cash requirements for Common Elements exceed the aggregate assessments made pursuant to this Article, the Board may from time to time and at any time make pro rata increases or decreases in the yearly assessments and/or shall be authorized to change the frequency of assessments. The omission or failure to fix the assessment for any period shall not be deemed a waiver, modification or a release of the owner from their obligations to pay the same.

(c) Special Assessments. In addition to those assessments described in paragraph (a) above, special assessments may be made from time to time by the Board to meet other needs or to construct or establish facilities deemed of benefit to the Homeowners Association and the owners by the Board or to overcome deficits in the operating budgets; however, there shall be no special

assessments for additions, alterations or improvements of or to the Common Elements requiring an expenditure by the Homeowners Association in excess of \$20,000.00 in anyone calendar year without the prior approval (by vote or written consent) of a majority of the voting power of the Association. Such limitations shall not be applicable, however, to special assessments for the replacement, repair, maintenance or restoration of any Common Elements which are to be paid for by the Homeowners Association according to the Declaration of Covenants and Restrictions and these By-Laws.

(d) Owner's Personal Obligation for Payment of Assessments. The amount of total assessments against such lot shall be the personal and individual debt of the owner thereof. The Board shall have the responsibility to take prompt action to collect any unpaid assessment in accordance with the terms of the Declaration of Covenants and Restrictions.

ESTABLISHMENT OF BY-LAWS

The undersigned, being the Declarant, pursuant to the Declaration of Covenants and Restrictions of Rush Brook Homeowners Association, Inc. and the Articles of Incorporation do hereby certify the foregoing to be the By-Laws of Rush Brook Homeowners Association, Inc. and by its signature hereto, do hereby adopt the foregoing By-Laws as of the ____ day of November, 2012.

Danforth Partners LLC,
an Oklahoma limited liability company

By: _____
Jade Noles, Manager

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on this ____ day of November, 2012, personally appeared Jade Noles, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Manager of Danforth Partners LLC, an Oklahoma Limited liability Company, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Notary Public