

**DECLARATION
OF COVENANTS AND RESTRICTIONS
OF RUSH BROOK**

THIS DECLARATION, made on the date hereinafter set forth, by Danforth Partners LLC, an Oklahoma limited liability company; hereinafter referred to as “Declarant”;

WITNESSETH

WHEREAS, Declarant is the owner of certain real property preliminary platted as Rush Brook, an addition to Oklahoma County, State of Oklahoma, and does by this Declaration create a real estate development pursuant to 60 O.S. §§ 851 to 855; and

WHEREAS, Declarant further certifies that it shall cause said property designated aforesaid, to be surveyed into blocks, lots, streets and avenues, and has caused a plat to be made of said real property showing accurate dimensions of lots, set back lines, rights of way, widths of streets and reserves for utilities. Declarant hereby designates said real property as all of Rush Brook, Oklahoma County, Oklahoma, and hereby dedicates to public use all the streets and avenues within such subdivisions, and reserves easements for installation and maintenance of utilities, and for drainage, within such subdivision, as will be shown on the recorded plat thereof; and

WHEREAS, Declarant desires to create a residential community with permanent open spaces, and other common facilities, and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in such community and for the maintenance and improvement of said parks, playgrounds, open spaces and other common facilities now existing or hereafter erected thereon; and, desires to subject the property to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which are for the benefit of such property and each Owner thereof; and

WHEREAS, Declarant has deemed it desirable, for foregoing purposes, to incorporate under the laws of the State of Oklahoma, as a non-profit corporation, the Rush Brook Homeowners Association, Inc. for the purpose of exercising the powers of maintaining and administering the community properties and facilities, administering, and enforcing the covenants and restrictions, and collecting and disbursing the assessment and charges hereinafter created;

NOW THEREFORE, Declarant hereby declares that all of the real property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, rights, powers, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described real property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof and such Owner’s heirs, devisees, personal representatives, trustees, successors, and assigns.

ARTICLE I
DEFINITIONS

The following words, when used in this Declaration or any Supplemental Declaration (unless the context shall so prohibit), shall have the following meanings:

Section 1.01 “Architectural and Design Rules” shall mean the rules adopted by the Design Review Committee.

Section 1.02 “Association” shall mean the Rush Brook Homeowners Association, Inc., an Oklahoma non-Profit corporation, its successors and assigns.

Section 1.03 “Association Rules” shall mean the rules adopted by the Association as they may be amended from time to time.

Section 1.04 “Board” shall mean the Board of Directors of the Association.

Section 1.05 “By-Laws” shall mean the By-Laws of the Association; as such By-Laws may be amended from time to time.

Section 1.06 “Certificate of Incorporation” shall mean the Certificate of Incorporation of Rush Brook Homeowners Association, Inc., filed in the Office of the Secretary of State of the State of Oklahoma, as said Certificate may be amended from time to time.

Section 1.07 “Common Area,” “Common Elements” shall mean all real and personal property now or hereafter designated in writing by the Declarant as Common Areas and conveyed to the Association or designated as such and held by the Declarant for the benefit of the Association together with such improvements thereon as may be necessary for the maintenance and upkeep of such areas, including but not limited to, that area designated on the Subdivision Plat as “Common Area” and street easements concerning the Property.

Section 1.08 “Declarant” shall mean Danforth Partners LLC, an Oklahoma limited liability company, its successors and/or assigns.

Section 1.09 “Declaration” shall mean this Declaration of Covenants and Restrictions of Rush Brook and the covenants, conditions, and restrictions set forth in this entire document, as same may from time to time be amended, relating to all or part of Rush Brook.

Section 1.10 “Design Review Committee” shall mean the committee created pursuant to Article VIII hereof.

Section 1.11 “Improvement” shall mean any improvements, including but not limited to, structures, recreational equipment, roads, driveways, bridge crossings, parking areas, fences, walls, mailboxes, hedges, plantings, trees and shrubs, and all other structures or landscaping improvements of every type and kind.

Section 1.12 “Lot” shall mean any one of the parcels of real property designated as a Lot on the recorded Subdivision Plat within Rush Brook, and shall not include the Common Area. The ownership of each Lot shall include with it and have appurtenant a non-exclusive easement for the use and enjoyment of the Common Area. A Lot shall be deemed “Improved” when a Single Family Residence or other substantial improvement has been completely constructed thereon, but in no event later than one year after the start of construction or until occupied, whichever shall first occur. All other Lots shall be deemed “Unimproved” Lots. Pursuant to Article X of this Declaration, subsequently annexed Lots shall be treated in all respects as Lots under this Declaration. For purposes of the Architectural and Design Rules and restrictions applicable to each Lot and for any other purpose, Lots may be further designated into subcategories as determined by the Declarant.

Section 1.13 “Owner or Owners” shall mean the record owner, whether one or more persons or entities, of legal title to any Lot. The foregoing does not include persons or entities that hold an interest in any Lot and the appurtenant Commons merely as security for the performance of an obligation. Owner shall not include a lessee or tenant of a Residence. Each Owner shall be a member of the Association.

Section 1.14 “Project” shall mean and refer to the entire property, including all structures and improvements erected or to be erected thereon.

Section 1.15 “Property” shall mean that certain real property which is the subject of the Subdivision Plat.

Section 1.16 “Purchaser” shall mean any person or other legal entity, other than Declarant, who becomes an Owner within Rush Brook.

Section 1.17 “Residence” shall mean a building, house, or unit used as a residence for a Single Family.

Section 1.18 “Residential Use” shall mean the occupation or use of a Residence in conformity with this Declaration and the requirements imposed by applicable zoning laws or other state, county, or municipal rules and regulations.

Section 1.19 “Rush Brook” shall mean all real property which is subject to the Declaration, more particularly described on the attached *Exhibit A*, and any subsequent amendments thereto.

Section 1.20 “Single Family” shall mean one or more persons each related to the other by blood, marriage, or legal adoption or a group of not more than three (3) persons not all so related, who maintain a common household in a Residence.

Section 1.21 “Subdivision Plat” shall mean the plats of Rush Brook when recorded in the Oklahoma County records, together with any other plats or real property as may from time to time be annexed thereto.

Section 1.22 “Visible From Neighboring Property” shall mean, with respect to any given object, that such object is or would be visible to a person six (6) feet tall, standing on any part of

Rush Brook (including any adjacent or nearby Lot or common area) or on any public rights of way adjacent thereto, but is not applicable to objects approved in writing by the Design Review Committee and continuously maintained, landscaped, and screened in accordance with the requirements of the Architectural and Design Rules and the Design Review Committee.

Section 1.23 "Voting Power" or "Total Voting Power" of the Association shall mean the total number of votes available to be cast by the Owners of the Lots (including the Declarant), as specifically set forth in Article VI of the Declaration. The vote or written assent of a "majority of the voting power of the Association" shall mean the vote or written assent of Owners whose Lots constitute at least a majority of the total voting power of the Association. The vote or written assent of "two-thirds (2/3) of the voting power of the Association" shall mean the vote or written assent of Owners whose Lots constitute at least two-thirds (2/3) of the total voting power of the Association.

ARTICLE II

DECLARATION

Section 2.01 General Declaration Creating Rush Brook. Declarant shall develop Rush Brook by subdivision(s) into various residential Lots and Common Areas. Declarant intends to sell and convey Lots so developed to Purchasers subject to this Declaration. Declarant hereby declares that all of the real property within Rush Brook is and shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved, or transferred in whole or in part, subject to this Declaration, as amended or modified from time to time. This Declaration is declared and agreed to be in furtherance of a general plan for the subdivision, improvement, and sale of said real property and is established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of said real property and every part thereof. All of this Declaration shall run with all of said real property for all purposes and shall be binding upon and inure to the benefit of Declarant, the Association, all Owners, and their successors in interest.

Section 2.02 Conveyance to Association. Declarant shall convey to the Rush Brook Homeowners Association, Inc. all of the common areas in Rush Brook, less and except all oil, gas and other minerals, and subject to this Declaration, easements, restrictions, rights of way, and zoning ordinances of record, and free and clear of all mortgages and liens.

ARTICLE III

PROPERTY RIGHTS

Section 3.01 Owners' Easements of Enjoyment. Every Owner has the right and easement of enjoyment in and to the entire Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the right of the Association to control and limit the use of the Common Area as provided in this Declaration, the Certificate, the By-Laws, the Architectural and Design Rules, and the Association Rules. Pursuant to Article X of this Declaration, additional Lots may be annexed. Upon annexation, every Owner of an annexed Lot shall have a non-exclusive easement right to the Common Area provided for by this Declaration. An Owner

subject to the By-Laws and Association Rules may delegate its right of enjoyment of the Common Area to the members of its family and guests. The controls and limitations shall include, but not necessarily be limited to, the following:

- a. The right of the Association to suspend the Owner's voting rights and right of the Owner and the Owner's invitees, including but not limited to members of the Owner's family and all of Owner's guests, to use the Common Area and the facilities situated upon the Common Area for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of this Declaration, the Certificate, the By-Laws, the Architectural and Design Rules, or the Association Rules by an Owner or an Owner's invitee;
- b. The right of the Association by instrument executed by the President (or any Vice President) and attested to by the Secretary (or any Assistant Secretary) of the Association to dedicate, transfer or grant an easement or right of way to all or any part of the Common Area to any public or quasi-public agency, authority, or utility for such purposes and subject to such conditions as may be authorized by the Board. No such dedication or transfer shall be effective unless an instrument has first been executed by the President (or any Vice President) and Secretary (or any Assistant Secretary) of the Association, certifying that a majority of the Board has agreed to such dedication or transfer, and filed of record. Such certificate shall be deemed conclusive as to the fact that a majority of the Board has authorized such dedication, transfer, or grant, as well as to the purposes and conditions thereof.

Section 3.02 No Right to Split Lots, etc. A Lot and the easement of use and enjoyment in the Common Area appurtenant thereto shall not be separated or divided one from the other by any means; nor shall any Lot be physically split or subdivided into two or more parcels by any means, unless a Lot is split and added to adjoining property resulting in no new additional building plot. For the purpose of the preceding sentence, "any means" includes but is not limited to deeds, mortgages or liens, mortgage or lien foreclosures, partition suits or any other means whatsoever.

Section 3.03 Maintenance by Association. The Association may, at any time, as to any part of the Common Area:

- a. Repair. Repair, maintain, reconstruct, replace, remove, refinish or complete any Improvement or portion thereof upon any such area in accordance with the last plans thereof approved by the Design Review Committee; the original plans for the Improvement; or, if neither of the foregoing is applicable and if such Improvement was in existence prior to this Declaration, then in accordance with the original design, finish, or standard of construction of such Improvement as same existed;

- b. Roads, etc. Construct, reconstruct, repair, replace, maintain, resurface or refinish any road improvement or surface upon any portion of the Common Area, whether used as a road, street, walk, driveway, parking area, or drainage area;
- c. Maintenance. Maintain, remove, replace or treat injured and diseased trees or other vegetation in any such area, and plant trees, shrubs, and groundcover to the extent that the Association deems desirable for the conservation of water and soil or for aesthetic purposes;
- d. Signs. Place and maintain upon any such area such signs as the Association may deem appropriate for the proper identification, use and regulation thereof; and
- e. Other. Do all such other and further acts which the Association deems necessary to maintain, preserve and protect the Common Area and the beauty thereof, in accordance with the general purposes specified in this Declaration. The Association shall be the sole judge as to the appropriate maintenance, preservation and protection of all grounds within the Common Area, including the property within the street easements as defined hereinabove.

Section 3.04 Damage or Destruction of the Common Area by Owners. In the event any part of the Common Area is damaged or destroyed by an Owner or any of an Owner's invitees, guests, tenants, licensees, agents, or family members, such Owner does hereby authorize the Association to repair said damaged area, and the Association shall so repair said damaged area in a good and workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association, in the discretion of the Association. The amount necessary for such repairs shall be paid by such Owner, upon demand, to the Association, and the Association may enforce collection of same in the same manner as provided elsewhere in this Declaration for collection and enforcement of assessments.

Section 3.05 Use by Motor Vehicles. No motor vehicle of any description, other than vehicles used in maintenance of the Common Area, shall be allowed on any unpaved portion of the Common Area, unless specifically authorized by the Board.

Section 3.06 Regulation. The Association shall have the exclusive right to make, promulgate, supplement, amend, change, or revoke the Association Rules pertaining to the use and operation of the Common Area and all other property within Rush Brook. All Owners shall abide by the Association Rules and shall be responsible for all acts of the Owners' invitees.

Section 3.07 Uniform Maintenance. Declarant, and each Owner of any Lot in Rush Brook, and the Association, hereby covenants each with the other that any maintenance provided by the Association for the Common Area, and the Improvements located thereon, shall be in a substantially uniform manner and to uniform standards consistent with the intent of this Declaration. Such maintenance shall be performed by the Association.

Section 3.08 Improvements. No Improvements shall be placed or constructed upon or added to the Common Area except with the prior written approval of the Design Review Committee and the Board, except as otherwise specifically provided herein.

Section 3.09 Existing Improvements. The maintenance of the Improvements in the Common Area shall be the responsibility of and at the expense of the Association. Notwithstanding anything herein contained to the contrary or any possible implications of the Subdivision Plat, site plan or any other document, the Declarant is not under any obligation whatsoever to make any improvements or provide utilities or other facilities beyond those which exist in Rush Brook as of the date a Purchaser acquires his Lot. Declarant makes no warranties (implied or otherwise) regarding any Improvements in Rush Brook, but assigns to the Association all warranties (if any) made by third parties with respect to Improvements.

Section 3.10 Additional Improvements. Though Declarant has no obligation for additional Improvements, Declarant or any other party may, with the consent of the Board and the prior written approval of the Design Review Committee, build or construct Improvements which shall become part of Rush Brook and be for the benefit of all Owners.

ARTICLE IV

CLASSIFICATION, USES, AND RESTRICTIONS

Section 4.01 Permitted Uses and Restrictions. Unless otherwise restricted by the Architectural and Design Rules, the permitted uses, easements, and restrictions for Lots (excluding the Common Area) within Rush Brook covered by this Declaration shall be as follows:

- a. Single Family Residential Use. All of the Lots shall be used, improved, and devoted exclusively to Residential Use and recreational facilities incidental thereto. No gainful occupation, profession, trade, or other non-residential use shall be conducted on such Lots. Provided however, an Owner may conduct business within a structure if such business or occupation is not open to the public, is wholly contained within the structure, there are no employees other than the Owner working on the premises and such business or occupation does not become a nuisance to the neighborhood. No structure other than one Residence together with a private garage for not more than four cars, and such other structures as are contemplated herein shall be erected, placed, or permitted to remain on any of said Lots.
- b. Maintenance of Lawns and Plantings. Each Owner of an improved Lot within Rush Brook shall, at the Owner's expense, keep all shrubs, trees, grass, groundcover and plantings of every kind on his Lot properly mowed and maintained, and free of washes, deadwood, weeds, green-briar, and other unsightly material. The Design Review Committee shall have the power to interpret and enforce the requirements of this subparagraph as it applies to any particular area, Lot, or group of Lots in Rush Brook with the objective of maintaining the overall uniform appearance of Rush Brook. In the event an Owner fails to perform such maintenance as provided above within seven (7) days of receiving written notice of failure to perform such maintenance, Declarant or

the Association, or its authorized agents, shall have the right at any reasonable time to perform such maintenance (and to enter upon a Lot, if necessarily incidental to performing such maintenance), and the cost thereof shall be assessed to the Owner of the Lot, as hereinafter provided.

- c. Trees and Shrubs on Common Area. No Owner shall remove, alter, injure, or interfere in any way with any shrubs, trees, or plantings upon the Common Area without the prior written consent of the Design Review Committee having first been obtained.
- d. Maintenance by Declarant or the Association. Declarant or the Association shall have the right, at any time, to plant, replace, remove, maintain and cultivate shrubs, trees, grass and plantings on any Common Area property within Rush Brook and on such easements over an Owner's Lot as may have been granted to Declarant or the Association, regardless of whether any Owner, or the Association is responsible hereunder for maintenance of such area. The Association or its authorized agents shall have the right to enter upon any property within such areas, at any reasonable time, for the purpose of planting, replacing, removing, maintaining or cultivating such shrubs, trees, grass or plantings, and shall not be liable for trespass for so doing.
- e. Animals. No livestock shall be maintained on any of said Lots. No other animals, including but not limited to birds, fowl, poultry, fish or reptiles, shall be maintained on any of said Lots, other than a reasonable number of generally recognized house or yard pets, and then only if they are kept, bred, or raised thereon solely as domestic pets and not for commercial purposes. No animal shall be allowed to make an unreasonable amount of noise, to run loose, or to become a nuisance. No structure for the care, housing, exercise or confinement of any animal shall be maintained on any of said Lots without said structure being expressly authorized by the Architectural and Design Rules or without first obtaining the prior written consent of the Design Review Committee. Upon the written request of any Owner, the Association may conclusively determine, in its sole and absolute discretion, whether, for the purposes of this paragraph, a particular animal is a generally recognized house or yard pet, or a nuisance or whether the number of animals on any such property is reasonable; provided however, that horses, mules, donkeys, cattle, pigs, goats and sheep shall not be considered as house or yard pets hereunder. Any decision rendered by the Association shall be enforceable as other restrictions contained herein.
- f. Lot Subdivision, Easements and Tenants. No Lot within Rush Brook shall be further subdivided or separated into smaller Lots or parcels by any Owner. No easement or other such partial interest in a Lot shall be conveyed or transferred by any Owner without the prior written approval of the Association. No portion of a Lot but for the entire Lot, together with the Improvements thereon, may be rented, and then only to a Single Family. All leases must contain a provision that requires the tenant(s) to strictly adhere to the terms and conditions of this Declaration.

- g. Grading and Excavation. No Improvement shall be constructed or maintained upon any Lot which would in any way impede natural drainage. No grading, scraping, excavation or other rearranging or puncturing of the surface of any Lot shall be commended which will or may tend to interfere with, encroach upon or alter, disturb or damage any surface or subsurface utility line, pipe, wire or easement, or which will or may tend to disturb the minimum or maximum subsurface depth easement. Any such interference, encroachment, alternation, disturbance or damage due to the negligence of an Owner or his Agents, contractors, or representatives will be the responsibility of such Owner, and the Owner of the line, pipe, wire, or easement, or the Association, may affect all necessary repairs and charge the cost of same to such Owner.
- h. Repair of Buildings. No building or structure upon any property within Rush Brook shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.
- i. Nuisances. No rubbish, junk, materials, or debris of any kind, nor an excessive number of motor vehicles shall be placed or permitted to accumulate upon or near any Lot and no odors shall be permitted to arise therefrom, so as to render any such Lot or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other property in the vicinity thereof or to its occupants. No nuisance shall be permitted to exist or operate upon any such Lot so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior horns, whistles, bells, or other such devices, except security devices used exclusively for security purposes, shall be located, used, or placed on any of said Lots. The Board in its sole discretion shall have the right to determine the existence of any such nuisance, rubbish, junk, materials, debris, or excessive number of motor vehicles, based upon the standard rules, categories, and definitions adopted by the Association.
- j. Mineral Exploration. No property within Rush Brook shall be used by the Association or any Owner of a Lot in any manner to explore for or to remove any oil or other hydrocarbons, minerals of any kind, gravel, or substantial amounts of earth or any earth substance of any kind for commercial purposes.
- k. Machinery and Equipment. No machinery or equipment of any kind shall be operated upon or adjacent to any Lot within Rush Brook, except such machinery or equipment as is customary in connection with the use, maintenance, or construction of a Residence, appurtenant structures, or other Improvements. No machinery or equipment of any kind shall be parked, placed, maintained, constructed, reconstructed, or repaired upon any of said Lots within Rush Brook in such a manner as will be Visible From Neighboring Property; provided, however, that the provisions of this paragraph shall not apply to machinery and equipment which are actually in temporary use in conjunction with the

maintenance or construction of a Residence, appurtenant structures, or other Improvements.

- l. Clothes Drying Facilities. Outside clotheslines or other outside facilities for drying or airing clothes will not be erected, placed, or maintained on any Lot within Rush Brook, unless prior written approval is obtained from the Design Review Committee and it is placed in such a manner that they shall not be Visible From Neighboring Property.
- m. Diseases and Insects. No Owner shall permit anything or condition to exist upon any Lot with Rush Brook which shall induce, breed, or harbor infectious plants, diseases or noxious insects.
- n. Access. During reasonable hours, Declarant, any member of the Design Review Committee, any member of the Board, or any authorized representative of any of them, shall have the right to come upon and inspect any Lot within Rush Brook and the Improvements thereon (except for the interior portions of any Residence), for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.
- o. Signs. No signs whatsoever (including, but not limited to, commercial, political, and similar signs) shall be erected or maintained on any Lot within Rush Brook except:
 1. Signs which are expressly permitted by the Architectural and Design Rules of the Design Review Committee;
 2. During the time of construction of any building or other Improvement, one job identification sign not larger than 18 by 24 inches in height and width and having a face area not larger than three square feet;
 3. Signs used or installed by Declarant or the Association;
 4. Signs, the nature, number, and location of which have been approved in advance and in writing by the Design Review Committee;
 5. Signs as may be required by legal proceedings;
 6. All signs must be set back a minimum of ten (10) feet from the edge of the street.

The Declarant, any member of the Design Review Committee, any member of the Board, or any authorized representative of any of them shall have the right to enter upon any Lot for the purpose of removing an unauthorized sign and such persons shall not be deemed guilty of trespass by reason of such entry.

- p. Temporary Structures. No trailer, mobile home, basement of any incomplete building, tent, or garage, and no temporary buildings or temporary structure of any kind shall be used at any time for a temporary or permanent Residence on any Lot within Rush Brook, except that tents in rear yards that are used for occasional overnight sleeping and are left standing for no more than 72 hours are not prohibited. Temporary buildings or structures used during the construction of a dwelling on any Lot shall be approved in advance by the Design Review Committee in writing, and shall be removed after the substantial completion of construction.
- q. Vehicles and Equipment. No truck, boat, motor home, recreational vehicle, camper, trailer, or any other vehicle identified through written notice from the Association shall be parked, kept, stored, placed or maintained upon any Lot within Rush Brook unless they are totally contained in a garage. No vehicle or equipment of any kind shall be constructed, reconstructed or repaired upon any Common Area or upon any Lot within Rush Brook in such a manner as will be Visible From Neighboring Property. No commercial vehicles or equipment shall be parked in any driveway, street or Common Area within Rush Brook. All commercial vehicles and equipment must be totally contained in a garage. The provisions of this paragraph shall not apply to emergency vehicle repairs or vehicles and equipment used to construct a Residence or Common Area improvements. No truck, boat, motor home, recreational vehicle, camper, trailer, or any other vehicle identified through written notice shall be parked on streets overnight or for long or repeated periods of time during the day, except for occasional, non-regular social gatherings and functions.
- r. Trash Containers and Collection. No garbage or trash shall be placed or kept on any Lot within Rush Brook except in covered containers of a type, size, and style and placed in such structure and location which may be prescribed by the Design Review Committee. No portable storage containers in excess of eight (8) feet by five (5) feet shall be parked, kept, stored, placed or maintained upon any Lot within Rush Brook unless they are totally contained in a garage. However, Builders may use trash containers on Lots during construction at a location that is convenient to the Builder but not offensive to neighboring property. In no event shall such containers be maintained so as to be Visible From Neighboring Property except if necessary to make the same available for collection and, then only the shortest time reasonably necessary to effect such collection. The Association shall have the right to require all Owners to subscribe to a private trash service. All rubbish, trash or garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any Lot.
- s. Utility Easements. The easements shown on the Subdivision Plat over and under the Common Area are reserved for ingress, egress, installing, repairing, and maintaining all utility and service lines and systems, including, but not limited to, water, sewers, gas, telephones, electricity, television cable or communication and security lines and systems. Nothing herein contained shall prevent the Owner

from granting, for the purpose of installing any underground utilities, such easements as may be necessary for the provision of such service; provided, however, any such easements shall require the prior written approval of the Association.

- t. Utility Service. No lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be erected, placed or maintained anywhere in or upon any Lot within Rush Brook unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under, or on buildings, or other structures, or otherwise are not Visible From Neighboring Property, unless underground distribution systems are not available. No provision hereof shall be deemed to forbid: the erection of temporary power or telephone structures incident to the construction of Improvements approved by the Design Review Committee; the installation of overhead lines bringing utility service from outside the Property to a utility pole located within Rush Brook, provided that the utility service must go underground from such pole and that the location of such pole is approved in advance by the Design Review Committee.
- u. Fluid Storage. No tank for the storage of any fluid may be maintained outside a building above or below the ground on any of the Lots without the prior written consent of the Design Review Committee.
- v. Antennas. No antenna, satellite dish or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors on any Lot whether attached to a building or structure or otherwise, without the prior written consent of the Design Review Committee or without expressly being authorized by the Architectural and Design Rules.
- w. Declarant's Exemption. With respect to any Lot owned by Declarant and with respect to the Common Area, nothing contained in this Declaration shall be construed to prevent the operation, erection, maintenance or storage by Declarant, or its duly authorized agent, of structures, Improvements, signs, materials, fluids or equipment necessary or convenient to the maintenance, development or sale of Property within Rush Brook. No Lot may be used for the purposes described above for more than two (2) years, provided however, that the Declarant or the Association may permanently use a portion of the Common Area for such uses necessary or convenient to the maintenance of the Common Area.

ARTICLE V

RUSH BROOK HOMEOWNERS ASSOCIATION, INC.

Section 5.01 The Association. The Association is a non-profit Oklahoma corporation charged with the duties and invested with the powers prescribed by law and set forth in the

Certificate, By-Laws (attached hereto and marked *Exhibit B*) and this Declaration. Neither the Certificate nor the By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

Section 5.02 Board of Directors. The Association shall have a Board of Directors, as provided in this Declaration. Any action taken pursuant to the rights, powers, and duties granted to the Association by the Declaration, Certificate, By-Laws, Association Rules and Architectural and Design Rules may be taken by the Association only upon the vote of its Board. The affairs of the Association shall be conducted by, and the Association shall act through, its Board and such officers as the Board may elect, or appoint, in accordance with the Declaration, the Certificate, and the By-Laws, as the same may be amended from time to time. The Association may act only as determined by a majority vote of the Board, except where a vote of more than a majority of the Board is specifically required in this Declaration, the Certificate or the By-Laws.

Section 5.03 Powers and Duties of the Association. The Association shall have such rights, powers, and duties as set forth in this Declaration, the Certificate and By-Laws, as same may be amended from time to time, which shall include, but not be limited to, the following:

- a. Property Taxes and Assessments. To the extent not assessed to or paid directly by the Owners, the Association shall pay all real and personal property taxes and assessments levied upon any portion of the Common Area or other property owned by the Association, and all charges for water, electricity or other utility provided to the Common Area.
- b. Property Insurance. The Association may keep any Improvements in the Common Area insured against loss or damage from such hazards and with such policy limits as it may deem desirable. The Association may also insure any other property, whether real or personal, owned by the Association, against loss or damage from such hazards as the Association may deem desirable, with the Association as the Owner and beneficiary of such insurance. Premiums for all insurance carried by the Association shall be a common expense included in the assessments made by the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property on which the insurance was carried or otherwise utilized as determined by the Association.
- c. Liability Insurance. The Association shall have the power to obtain comprehensive public liability insurance, in such limits as it shall deem desirable, and workmen's compensation insurance and other liability insurance as it may deem desirable. Insureds may include the Association, the Owners, the Board, the Declarant and managing agents (if any). The premiums for liability insurance are common expenses included in the assessments made by the Association.
- d. Other Insurance. The Board, at its option, may elect to cause the Association to obtain one or more blanket insurance policies or umbrella insurance policies, as to one or more of the types of insurance required or deemed advisable by the Association or its Members with such policy limits as may be deemed advisable

by the Board and if such policy or policies are obtained, the Association shall prorate the cost thereof among the Members of the Association.

- e. Management Contract. The Association shall have the power to enter into management agreements with management organizations of its choosing for the maintenance of the Common Area and the Improvements located thereon. Any such agreement or any other contract providing for such services, may not exceed a term of three (3) years. Any such agreement shall be terminable by either party without cause and without payment of any termination fee upon one hundred eighty (180) days' written notice.

Section 5.04 The Association Rules. The Association may, from time to time, adopt, amend, repeal and enforce rules and regulations to be known as the "Association Rules." The Association Rules may restrict and govern the use of any Common Area by any Owner, or by any invitee of such Owner; provided however, that the Association Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Certificate or By-Laws. A copy of the Association Rules, as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner and may be recorded. Upon such recordation, said Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration.

Section 5.05 Enforcement of Covenants and Rules. For each violation by an Owner or any Owner's invitee of the provisions of this Declaration, the Certificate, the By-Laws, the Architectural and Design Rules or the Association Rules, the Board may, upon ten (10) days' written notice, suspend an Owner's voting rights and the right of the Owner and any invitee of the Owner to use the Common Area and the facilities situated upon the Common Area for a period not to exceed sixty (60) days. In addition to the suspension provided herein, the Board may levy a monetary penalty as outlined below, or seek an injunction or other redress in a court of law. Any Owner against whom such injunction or redress is sought shall be liable for attorneys' fees and costs incurred by the Board on behalf of the Association, and such amounts may be collected in the same manner as assessments as provided herein. Any suspension or injunctive action must be approved by the Board, and all decisions of the Board shall be final. The remedies provided in this paragraph may be exercised simultaneously with, and in addition to, the remedies provided in this Declaration for collection of assessments and/or any other relief authorized by applicable law.

- a. The Owners' 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 this Declaration or of duly enacted Architectural and Design Rules, 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 Association.
- b. Notwithstanding the foregoing, the Declarant and/or the Board shall have the power to impose reasonable monetary penalties or other appropriate discipline for failure to comply with the Declaration of Covenants and Restrictions, the By-

Laws, Architectural and Design Rules, or any other duly enacted rules; provided that an owner subject to such possible penalties shall be given written notice including (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a statement that the alleged violator may present a written request for a hearing to the Board within fifteen (15) days of delivery of the notice; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a request for a hearing is received by the Board within such time period. Proof of proper notice shall be placed in the Board's record book. 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 officer, director or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator requests a hearing.

- c. If a hearing is requested within the allotted fifteen (15) day period, the hearing shall be held before the Board in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.
- d. In the event monetary penalties are to be imposed, such penalties shall be according to a schedule of penalties related to specific offenses. The schedule of penalties shall be proposed by the Board and approved by the vote or written assent of a majority of the eligible voting members. Such penalties shall bear a reasonable relationship to the conduct for which the penalty is imposed and may only be imposed prospectively. A properly imposed monetary penalty not paid within thirty (30) days of notice, or the conclusion of the hearing, may be collected as an assessment by any and all means provided for in Article VII herein.

Section 5.06 Personal Liability. No member of the Board, or of any Committee of the Association, or any officers of the Association, or the manager, or the Declarant shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of the Association, the Board, the officers or any other representative or employee of the Association, or the Design Review Committee, or any other Committee, or any officer of the Association, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, without willful misconduct.

ARTICLE VI

MEMBERSHIP AND VOTING RIGHTS

Section 6.01 Membership. Every Owner of a Lot shall be a member of the Association. membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 6.02 Directors. The Association shall have three (3) Directors. The initial three (3) Directors shall be appointed by the Declarant to serve until the first meeting of the Owners of the Association. Notwithstanding anything contained in this Declaration, so long as the Declarant owns one or more Lots, the Declarant shall be entitled to appoint two (2) Directors to the Board. For Director Elections, except for those appointed specifically by Declarant, Directors shall be elected by vote of all of the Owners, including the Declarant.

Section 6.03 Voting. Owners shall vote only by Lot, and each Lot shall have one vote, unless otherwise provided for herein. Fractional votes shall not be allowed. In the event Owners of a Lot are unable to agree among themselves as to how the vote for that Lot shall be cast, they shall lose their right to cast the vote for such Lot on the matter in question. When any Owner casts a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of all other Owners of the same Lot, unless the other Owner or Owners are present and object at the time the vote is cast. Notwithstanding anything contained herein to the contrary, Declarant shall have three (3) votes for each Lot owned by Declarant. A mortgagee who becomes an Owner by foreclosure or by deed in lieu of foreclosure shall succeed to the number of votes of the mortgagee's predecessor in title.

Section 6.04 Election of Directors. In any election of the members of the Board, one ballot shall be taken after all nominations have been received. Nominations need not be seconded. Elections shall be conducted by cumulative voting.

- a. Subject to Declarant's rights under this Article VI, if three director seats are up for election, each Lot Owner shall have three times the number of votes it ordinarily possesses to cast in favor of one or multiple nominees. Fractional votes shall not be allowed. The three (3) nominees receiving the highest number of votes shall be elected to the Board.
- b. If two director seats are up for election, each Lot Owner shall have two times the number of votes it ordinarily possesses to cast in favor of one or multiple nominees. Fractional votes shall not be allowed. The two (2) nominees receiving the highest number of votes shall be elected to the Board. Any tie votes shall be broken by lottery or coin flip conducted by the President or Vice President.

Section 6.05 Rights of Members. Each member shall have such other rights, duties and obligations as set forth in the Certificate, By-Laws, Architectural and Design Rules and Association Rules as same may be amended from time to time, including without limitation, the right to bring action against any other member to enforce the terms of this Declaration.

Section 6.06 Transferability. The Association membership of an Owner shall be appurtenant to the Lot of said Owner. The rights and obligations of an Owner and membership in the Association shall not be assigned, transferred, pledged, conveyed, or alienated in any way except upon transfer of record of ownership to the Owner's Lot and then only to the transferee of ownership to such Lot, or by intestate succession, testamentary disposition, foreclosure of a mortgage of record or such other legal process as is now in effect or as may hereafter be established under or pursuant to the laws of the State of Oklahoma. Any attempt to make a

prohibited transfer shall be void. Any transfer of record of ownership to a Lot shall operate to transfer said membership to the new Owner thereof.

Section 6.07 Power to Borrow. The Association may borrow for Association purposes, but borrowings in the excess of \$15,000 of aggregate Association debt shall require the prior approval of at least 2/3 of the voting power of the Association. No Owners shall be required to become personally obligated on debts of the Association to third parties, unless they do so voluntarily. The Association may not pledge or mortgage its real estate or the Improvements located thereon, but may pledge its tangible personal property to secure its debts.

ARTICLE VII

COVENANT FOR ASSESSMENTS

Section 7.01 Creation of Lien and Personal Obligation of Assessments. The Declarant, for each Lot within Rush Brook, hereby covenants, and each Purchaser of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association such assessments as may become applicable to their Lots, as provided below. There is hereby created in favor of the Association the right to claim a lien for the amount of any such assessment, together with interest, costs with power of sale and reasonable attorneys' fees on each and every Lot within Rush Brook to secure payment to the Association of any and all assessments levied against such Lot as provided herein. Each such assessment, together with interest, costs and attorneys' fees shall also be the personal obligation of the Owner of such Lot at the time when the assessment was levied against such Lot. The personal obligation for delinquent assessments shall not pass to successor Owners, unless expressly assumed by them, but shall remain a lien on such Lot (except as provided in Section 7.10 below) and the personal obligation of the Owner who was Owner at the time the assessment was made.

Section 7.02 Purpose of Assessments. An assessment levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in Rush Brook, for the maintenance and improvement of the Common Area, and for maintaining the overall aesthetic beauty of Rush Brook, and to cover the costs incidental to the operation of the Association. The Regular Assessment shall also be used for establishment of adequate reserves for repair and replacement of capital items. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by the abandonment of such Owner's Lot.

Section 7.03 Amount of Regular Assessment. Regular assessments shall be made on an annual basis, and shall be fixed at a uniform rate per year for all Lots subject to assessment. The maximum regular assessment shall be \$400.00 per Lot ("Regular Assessment"). At the beginning of each calendar year, the Regular Assessment may be raised by a majority vote of the Board in an amount that is equal to or less than ten percent (10%) above the Regular Assessment for the previous year. An increase approved by the Board shall be effective for the year in which it is approved, after which the Regular Assessment shall automatically revert to the amount established herein or the prior increased amount established by majority vote of the Association.

The Regular Assessment may be increased in an amount greater than ten percent (10%) above the Regular Assessment for the previous year, only if first recommended by the Board and approved by a majority of the voting power of the Association.

Section 7.04 Regular Assessment Obligations. Lots and the Owners thereof, except for the Declarant and Lots owned by the Declarant, shall be obligated for any Regular Assessment per Lot made by the Association.

Section 7.05 Special Assessments. Special assessments shall obligate the Owners of Lots to the same extent as Regular Assessments and must first be recommended by the Board and then approved by at least 2/3 of the voting power of the Association. Special assessments shall be applicable to not more than three calendar years after the date of assessment. Special assessments shall be only for Association purposes including, but not limited to, defraying the cost of any construction, reconstruction, repair or replacement of ponds, dams, spillways, trails, paving, culverts, buildings, bridges, fences, signs and any other improvements in the Common Area; the establishment of reserves for such costs; costs incidental to the operation of the Association; and the provision of special services such as security patrols.

Section 7.06 Regular and Special Assessment Obligations. Lots and the Owner thereof shall be obligated for any Regular Assessment or special assessment per Lot made by the Association, provided that notwithstanding anything herein to the contrary, Declarant shall not be required to pay any regular or special assessment, except that Declarant shall pay assessments with respect to any Improved Lot owned by Declarant which is occupied as a Residence. Written notice of any meeting called for the purpose of approving any regular or special assessment requiring Owner approval shall be sent to all Owners not less than ten (10) days or more than thirty (30) days in advance of the meeting. At the first meeting called, the presence at the meeting of Owners, or of proxies, entitled to cast sixty percent (60%) 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.

Section 7.07 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots to which the assessment applies.

Section 7.08 Date of Commencement of Assessments; Due Dates. The regular assessment period shall be the calendar year, and shall commence as to a Lot on the first day of the month following the issuance of an occupancy permit for such Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The due date shall be January 30th of each calendar year unless otherwise provided by the Board. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 7.9 Effect of Non-payment of Assessments; Remedies of the Association. Each Owner of any Lot shall be deemed to covenant and agree to the enforcement of the assessments

in the manner herein specified. If any assessment, or installment thereof, is not paid by the due date specified by the Board, the Owner or Owners of the Lot for which the delinquent assessment or installment is unpaid shall lose the right to cast the vote of that Lot in the Association until all amounts due are paid in full. The Association may employ an attorney or attorneys for collection of any delinquent assessment or installment thereof, whether by suit or otherwise, or to enforce compliance with or for specific performance of the terms and conditions of this Declaration, or for any other purpose in connection with the breach of this Declaration, the Certificate, By-Laws, Architectural and Design Rules or the Association Rules. In addition to any amounts due or any relief or remedy obtained by the Association against an Owner, such Owner agrees to pay the Association a late fee of Twenty-Five Dollars (\$25), its reasonable attorneys' fees, plus interest and costs thereby incurred. Any interest provided in this Declaration shall be compounded monthly and charged at an annual rate of eighteen percent (18%). In the event an assessment or installment thereof is not paid when due, and this becomes a delinquent obligation, or in the event an Owner fails to perform or comply with any other obligation of this Declaration, the Certificate, By-Laws, Architectural and Design Rules or the Association Rules, then (in addition to any other remedies herein or by law or by equity provided) the Association may enforce each such obligation by either or both of the following procedures:

- a. Enforcement by Suit. The Board may cause a suit to be commenced and maintained in the name of the Association against an Owner to collect such delinquent assessments; to cause a temporary and/or permanent injunction or mandatory injunction to issue for compliance with or performance of said obligations by an Owner and/or his invitees; and to seek damages against an Owner or his invitee for violation of said obligation. Any judgment rendered in favor of the Association in any such action shall include (but not necessarily be limited to) the amount of any delinquency, together with interest thereon from the date of delinquency at the rate provided above, court costs, and reasonable expenses and attorneys' fees.

- b. Enforcement by Lien. There is hereby created a claim of lien, with power of sale, on each and every Lot within Rush Brook to secure payment to the Association of any and all assessments levied against any and all Owners of such Lots, together with interest thereon as specified in this Section from the date of delinquency, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees. At any time after the occurrence of any default in the payment of any such assessment, the Association, or any authorized representative, may, but shall not be required to, make a written demand for payment to the defaulting Owner, on behalf of the Association. Said demand shall state the date and amount of the delinquency. Each default shall constitute a separate basis for a demand or claim of lien or a lien, but any number of defaults may be included within a single demand or claim of lien. If such delinquency is not paid within ten (10) days after delivery of such demand, or, even without such a written demand being made, the Association may elect to file such a claim of lien on the behalf of the Association, against the Lot of the defaulting Owner. The Association may file of record a lien in favor of the Association, against any Lot with a delinquent assessment. Such a lien shall be

executed and acknowledged by any officer of the Association or its attorney, and shall contain substantially the following information.

1. The name of the Owner of the Lot with the delinquent assessment;
2. The legal description and street address of the Lot against which lien is filed;
3. The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, court costs and reasonable expenses and attorneys' fees, all of which constitute the amount of the lien;
4. A recital to the effect that the lien is filed by the Association pursuant to the Declaration.

Upon recordation of a duly executed original or copy of such a lien, then the lien shall immediately attach and become effective in favor of the Association as a lien upon the Lot against which such assessment was levied, and shall secure the amounts claimed therein. Such a lien shall have priority over any claim of homestead or other exemption. Such a lien shall have priority over all liens, mortgages, deeds of trust, or claims or encumbrances created subsequent to the recordation of the lien provided hereby, except only tax liens for real property taxes on any Lot, and assessments on any Lot in favor of any municipal or other governmental assessing unit. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a realty mortgage or trust deed as set forth by the laws of the State of Oklahoma, as the same may be changed or amended. The lien provided for herein shall be in favor of the Association and shall be for the benefit of the Association. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage, and convey any Lot. In the event such foreclosure is by action in court, reasonable attorneys' fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the extent permitted by law. Each Owner, by becoming an Owner of a Lot in Rush Brook, hereby expressly waives any objection to the enforcement and foreclosure of this lien substantially in the manner provided herein, or any other manner provided by law.

Section 7.10 Priority of Lien. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust recorded prior to the Association's recorded lien filing. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale, transfer, acceptance of a deed in lieu of foreclosure, a judicial foreclosure, or foreclosure by Power of Sale of any Lot pursuant to the foreclosure of any prior lien shall extinguish all existing liens of such assessments as to payments which became due or accrued prior to such sale, transfer, deed in lieu of foreclosure or foreclosure. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, nor shall the Owner or Owners prior to foreclosure sale or transfer be relieved of his or their personal liability for the assessments unpaid prior to such sale or transfer. Any other sale or transfer of any Lot shall not affect the assessment lien.

ARTICLE VIII

ARCHITECTURAL AND DESIGN CONTROL

Section 8.01 Organization, Power of Appointment and Removal of Members. The Association shall have a Design Review Committee, organized as follows:

- a. Committee Composition. The Design Review Committee shall consist of three (3) regular members, (1) alternate member, and any additional alternate members the Board of Directors, by two-thirds (2/3) resolution, deems appropriate. Alternate members may serve, perform duties and act on behalf of the Design Review Committee in the event the regular members are unavailable for any reason to perform their duties or in the event the Design Review Committee desires to affirmatively designate certain duties to be performed by alternate members on its behalf. No regular or alternate members shall be required to be an architect or to meet any other particular qualifications for membership. A member of the Committee need not be, but may be, a member of the Association, a member of the Board, or an officer of the Association. In instances where a regular member is unavailable, alternate members may take action on behalf of the Committee on proposals or plans submitted to the Committee and on all other matters, except Alternate members may not act on behalf of the Design Review Committee with respect to the adoption of or revision to the Architectural and Design Rules.
- b. Quorum. The presence in person of two (2) members of the Design Review Committee shall constitute a quorum at all meetings of the Design Review Committee. The majority vote of the members present shall be required to transact the business of the meeting. Any regular member of the Design Review Committee has the power to call a meeting of the Design Review Committee but must do so on at least three (3) days notice to the other regular members. The Design Review Committee shall not be required to conduct periodic meetings. The Design Review Committee may take action on proposals or plans submitted to it without conducting a meeting.
- c. Appointment and Removal. The right to appoint and remove all members of the Design Review Committee at any time shall be and is hereby vested solely in the Declarant, so long as it owns any Lot in Rush Brook, unless waived from time to time by Declarant. After the Declarant no longer owns any Lots, the right to appoint and remove all members of the Design Review Committee at any time shall be and hereby is vested solely in the Board. Exercise of the right of appointment and removal, as set forth herein, shall be evidenced by the execution of appropriate minutes filed in the minute book of the Association or by appointment letter filed in the minute book and signed by the Declarant (if the Declarant then has the power to appoint Committee members). Any mortgagee which succeeds Declarant shall also succeed to this right to appoint and remove members of the Design Review Committee.

- d. Resignations. Any regular or alternate member of the Design Review Committee may at any time resign from the Committee by giving written notice thereof to Declarant or to the Board, whichever then has the right to appoint Committee members.
- e. Vacancies. Vacancies on the Design Review Committee, however caused, shall be filled by the Declarant or the Board, whichever then has the power to appoint Committee members. A vacancy or vacancies on the Design Review Committee shall be deemed to exist in case of the death or resignation or removal of any regular or alternate member.

Section 8.02 Duties and Authority. It shall be the duty of the Design Review Committee to consider and act upon any and all proposals or plans submitted to it pursuant to the terms hereof. It shall be the duty of the Design Review Committee to adopt Architectural and Design Rules which may be more stringent than, but which shall not be inconsistent with, this Declaration. It shall be the duty of the Design Review Committee to issue variances from the Design Rules or Declaration, in instances the Committee deems appropriate, and to carry out all other duties imposed upon it by the Declaration. The prior approval of the Design Review Committee shall be required for the construction or alteration of any Improvement located within Rush Brook, except for those installed by the Declarant and for such other matters as may be provided in this Declaration, the Certificate, By-Laws and Architectural and Design Rules.

Section 8.03 Approval. Any approval granted by the Design Review Committee shall be in writing and, unless otherwise specified in said written approval, it shall be conditioned upon and require the continued maintenance, landscaping, and screening, as appropriate, of any Improvements on a Lot by the Owner and of any Improvements on the Common Area by the Association, and the satisfaction of such other requirements as the Design Review Committee may determine. Any Improvements submitted to and approved by the Design Review Committee must be commended within one (1) year from the date of said approval, or said approval shall be deemed revoked, and the Owner must again seek approval pursuant to the Architectural and Design Rules. After commencement of the work on an Improvement, the work thereon must be diligently and continuously pursued to completion. The members of the Design Review Committee do not have the power or authority to issue verbal, oral, or non-written approvals. All persons who perform work without first obtaining written approval from the Design Review Committee do so at their own risk and peril.

Section 8.04 General Considerations. Pursuant to its rule-making power, the Design Review Committee shall establish a procedure for the preparation, submission, and determination of applications for any alteration or Improvement. The Design Review Committee shall have the right to disapprove any plans or specifications or grading or other plans, which are not suitable or desirable, in its opinion, for aesthetic or other reasons, and in so passing upon such plans, and without any limitation of the foregoing, it shall have the right to take into consideration the suitability of the proposed Improvement, its size, the materials for which it is to be built, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the topography, the effect upon view and light, and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property. All decisions of the Design Review Committee shall be final, and no Owner or other parties shall

have recourse against the Design Review Committee for its disapproval of any such plans and specifications or plot plan, including lawn area and landscaping. Any approval by the Design Review Committee may be made contingent upon the satisfaction of such conditions as the Committee may specify in the Architectural and Design Rules or in any approval.

Section 8.05 Meetings and Compensation. The Design Review Committee may meet from time to time as necessary to perform its duties hereunder. Subject to the provisions of paragraphs (a) and (b) of Section 8.01 above, the vote or written consent of any two (2) members, at a meeting or otherwise, shall constitute the act of the Design Review Committee. The Design Review Committee shall keep and maintain a written record of all actions taken by it at such meetings. Members of the Design Review Committee shall not be entitled to compensation for their services. However, the Design Review Committee may hire engineers, other consultants or others at Association expense.

Section 8.06 Waiver. The approval of the Design Review Committee of any plans, drawings, or specifications for any work done or proposed, or for any other matter requiring the approval of the Design Review Committee under the Declaration shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification, or matter subsequently submitted for approval. Failure of the Design Review Committee to enforce a conditional approval or rule now or hereafter contained in the Architectural and Design Rules shall in no event be deemed a waiver of the right to do so thereafter, nor shall the failure of the Design Review Committee, the Association, or any Owners to institute legal proceedings, meant to enjoin a violation of the Declaration, Certificate, By-Laws or the Architectural and Design Rules, prior to the completion of the act believed to be a violation, result in a waiver of rights to enforce the Declaration, the Certificate, By-Laws or the Architectural and Design Rules.

Section 8.07 Liability. Neither the Design Review Committee nor any member thereof shall be liable to the Association, any Owner, or to any other party, for any act or omission resulting in any claim for any damage, loss or prejudice suffered including, but not limited to, (a) the approval or disapproval of any plans, drawings, or specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development of any Property within Rush Brook, or (d) the execution and filing of any estoppel certificate, whether or not the facts therein are correct; provided, however, that with respect to the act or omission of a member, such member has acted in good faith on the basis of such information as may be possessed by him. Review and approval of any application is made primarily on the basis of aesthetic considerations and the Declarant, Association, Board and/or Design Review Committee shall NOT bear any responsibility for ensuring the structural integrity or soundness of approved new construction or construction modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Declarant, Association, Board nor the Design Review Committee, or any member thereof, shall be held liable for any injury, damages or loss arising out of the manner, quality, workmanship and/or suitability of approved new construction or construction modification occurring on any Lot.

Section 8.08 Time for Approval. In the event the Design Review Committee fails to approve, disapprove or conditionally approve a matter within thirty (30) days after plans and specifications have been submitted to it in due form as requested by the Design Review

Committee, the person submitting said plans and specifications shall deliver to the Committee a Notice of Failure to Act specifying the Committee's failure to act within the thirty (30) days required by this Section. In the event the Design Review Committee fails to approve, disapprove, or conditionally approve a matter within five (5) days after receiving a Notice of Failure to Act, then such matter will be deemed approved, and the prior written approval required by this Article will be deemed to have been complied with fully, except that the Design Review Committee shall not have the power to issue or approve variances from the terms of this Declaration or the Architectural and Design Rules by virtue of a failure to act. All variances are required to be issued in writing by the Design Review Committee. Approved matters must be promptly accomplished in accordance with said plans and specifications, and such matter shall in all respects be and continue in the future to be in compliance with this Declaration.

Section 8.09 Architectural and Design Standards.

- a. Construction Requirements. Any Residence constructed upon said Lots in Rush Brook shall have a minimum and maximum square footage as required by **Schedule 8.09** hereof, which may be amended from time to time by the Declarant pursuant to Section 11.03 hereof, and may not exceed two stories in height unless a variance is granted by the Design Review Committee. In computing the square footage of a Residence, the square footage shall be computed exclusive of open porches, basements, walkout basements, garages and outbuildings. A determination of the Design Review Committee as to the nature of the permissible other materials and percentages thereof on the exterior of the first floor shall be final and binding on all persons. Every outbuilding erected on any of said Lots shall, unless the Design Review Committee otherwise consents in writing correspond in style and architecture to the Residence to which it is appurtenant.
- b. Building Lines. No Residence or any part thereof or any other building shall be constructed on any Lot nearer to any street than the building line as shown on the Subdivision Plat. No Residence or garage may be placed on a Lot so that it is closer to the side Lot line than five (5) feet, unless the Design Review Committee rules impose more stringent restrictions. The actual location of any Improvements on a Lot shall be designated on a plot plan that has been approved in writing by the Design Review Committee prior to the commencement of construction. The Design Review Committee shall have the right to grant variances to any building setback lines.
- c. Improvements and Alterations. No Improvement shall be placed on any Lot within Rush Brook and no alterations, repairs, excavation, or other work which in any way alters the exterior appearance of any Lot within Rush Brook or the Improvements located thereon shall be made or done without the prior written approval of the Design Review Committee. No building, fence, wall, residence, or other structure shall be commenced, erected, maintained, improved, altered, made or done without the prior written approval of the Design Review Committee.

- d. Variances. The Design Review Committee, in its sole discretion, may from time to time issue written variances from the terms of this Declaration or from the Architectural and Design Rules. All variances are required to be in writing and signed by at least two (2) regular members of the Design Review Committee. The Design Review Committee's issuance of a written variance shall bind all Lot Owners and the Association with respect to the matters specifically set forth in the variance and waive the Association or any Owner's enforcement remedies with respect to the matters specifically set forth in the variance.
- e. Adoption of Additional Architectural and Design Rules and/or Amendment. The Design Review Committee, in its sole discretion, may from time to time amend the Architectural and Design Rules which shall be used as a guide for the orderly development of Rush Brook and to ensure the aesthetic harmony of all structures and landscaping within Rush Brook, on an addition to addition of Rusk Brook basis. The Design Review Committee shall have the sole and full authority to amend the Architectural and Design Rules and institute additional Architectural and Design Rules for each addition to Rush Brook. There shall be no limitation on the scope of amendments to the Architectural and Design Rules or additional Architectural and Design Rules. The Architectural and Design Rules may be amended to remove requirements previously imposed or otherwise to make the Architectural and Design Rules less restrictive. Any amendments to the Architectural and Design Rules shall only apply to construction and modifications commenced after the date of such amendment and shall not require modifications to or removal of structures previously approved once the approved new construction or construction modification has commenced. The Architectural and Design Rules may also require the use of specified application forms and may require that certain documentation be included with any submission to the Design Review Committee.

ARTICLE IX

MAINTENANCE AND IMPROVEMENTS BY DECLARANT

Section 9.01 Existing Improvements. Notwithstanding anything herein contained to the contrary or any possible implications of the Subdivision Plat, the Declarant is not under any obligation whatsoever to make any Improvements or provide utilities or other facilities beyond those which exist in Rush Brook as of the date an Owner acquires his Lot. Declarant makes no warranties (implied or otherwise) regarding any Improvements in Rush Brook, but assigns to the Association all warranties (if any) made by third parties with respect to Improvements.

ARTICLE X

ANNEXATION AND AMENDMENT BY DECLARANT

Section 10.01 Right to Annex Additional Property. Notwithstanding anything herein contained to the contrary, if Declarant should from time to time desire, in Declarant's sole

discretion, to develop for residential purposes, additional property in Oklahoma County, Oklahoma, Declarant, in Declarant's sole discretion, may annex such property to Rush Brook upon the terms and conditions contained in this Article. Any annexed property shall have the right to the use of the Common Area.

Section 10.02 Amendments Authorized. Such annexation shall be accomplished by Declarant filing an amendment to this Declaration specifying the property that is annexed and thus becomes subject to this Declaration. The amendment to this Declaration by Declarant, and any incidental amendments to the Association's Certificate, By-Laws and Rules shall be accomplished by Declarant at its expense. This Declaration, when so amended, shall be substantially unchanged, except as to the definition of the Property; the number of Lots; the number of Owners who are members of the Association; additional mutual and reciprocal easements; and such other matters as are reasonably incidental to implementing such annexation.

Section 10.03 Effect of Amendments. Upon the amendment of the Declaration to annex additional property, then the Lots, Common Areas, easements, rights of way, Owners and Property which comprise the annexed property shall in all respects be treated as Lots, Common Areas, easements, rights of way, Owners and Property of Rush Brook, and shall be the subject of this Declaration, as so amended, and the Certificate, By-Laws and Rules of the Association, for all purposes.

Section 10.04 Extension of Streets and Utilities. All roads to be developed in property annexed to Rush Brook shall be of a quality and standard equal to or better than the existing roads in Rush Brook. Declarant may utilize existing utility easements in Rush Brook to extend utility services to the annexed property. Declarant may construct an entrance, entryway, and appropriate roads and streets on any of the existing Common Area to provide appropriate access to the annexed property. Notwithstanding anything contained herein to the contrary, Declarant may elect to construct private roads in the annexed property. Notwithstanding anything contained herein to the contrary, Declarant may annex property that shares the existing Common Area under this Declaration and further provides for its own separate common areas or improvements. In such an event, the Lot Owners of any annexed property that provides for separate common areas shall be required to be members of two homeowners associations, namely, the Rush Brook Homeowners Association, Inc. and a separate homeowners association that would be responsible for maintaining, repairing and owning the separate common areas and improvements. Notwithstanding anything contained herein to the contrary, Lot Owners shall have rights to use only those common areas and/or streets owned by the homeowners' associations of which they are a part.

Section 10.05 Consent to Annexation. Each Owner of a Lot in Rush Brook, by acceptance of a conveyance of said Lot, does hereby consent to the annexation of additional property by Declarant substantially in accordance with the terms and conditions contained herein; consents to the amendment of this Declaration by Declarant as contemplated herein; and agrees to cooperate in such incidental amendments to the Certificate, By-Laws and Rules of the Association as may be appropriate. No further consent by Owners of the Association shall be required for such annexation of the property by Declarant or the amendment incidental thereto of the Declarant, Certificate, By-Laws and Rules.

Section 10.06 No Obligation to Annex Property. The provisions of the Article are intended to apply only to property annexed to Rush Brook by Declarant. This Article is not intended to in any way to restrict development by Declarant or any third party of any property in Oklahoma County, Oklahoma, that Declarant does not elect to annex to Rush Brook. Provided however, in the event Declarant, its successors and assigns do not elect to annex to Rush Brook, Declarant, its successors and assigns shall have the right to the use of the Common Area if the adjoining land is developed for residential purposes and the lots in such development are assessed for such Lot's proportionate share of the maintenance costs of the Common Area.

ARTICLE XI

GENERAL PROVISIONS

Section 11.01 Enforcement. In addition to the specific rights of enforcement outlined herein, any Owner, as well as the Association, shall have the right to enforce by any proceeding at law or in equity all conditions, covenants, reservations, liens, charges and rules now or hereafter imposed by the provisions of this Declaration. Failure by any Owner or the Association to enforce any such restriction, condition, covenant, reservation, lien, charge or rule now or hereafter contained in the Declaration shall in no event be deemed a waiver of the right to do so thereafter.

Section 11.02 Severability. Every term and provision of this Declaration, and of the Certificate, By-Laws, Architectural and Design Rules and Association Rules referenced herein, is intended to be severable. If any such term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of any other such terms and provisions.

Section 11.03 Amendment by Two-Thirds Voting Power; Declarant's Right to Amend. The covenants and restrictions of this Declaration shall run with and bind the Property and each Owner hereof and inure to the benefit of each Owner and the Association from and after the date this Declaration is recorded. This Declaration may be amended at any time by written consent or a vote of at least two-thirds (2/3) the voting power of the Association. Any such amendment to the Declaration must be recorded and signed by the President of the Association and attested to by the Secretary of the Association, who shall state whether the amendment was properly adopted. Notwithstanding anything to the contrary in this Declaration, the Declarant shall have the absolute and irrevocable right to unilaterally amend this Declaration, except that no such amendment shall have the effect of changing the dimensions of an Owner's Lot or requiring modifications to or removal of structures previously erected on a Lot by any Owner. Any such amendment to the Declaration must be signed by the Declarant and recorded.

Section 11.04 Violations and Nuisance. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by the Association or any Owner or Owners of Lots within Rush Brook. However, any other provisions to the contrary notwithstanding, only the Declarant, the Association, the Board or the duly

authorized agents of any of them, may enforce by self-help any of the provisions of this Declaration.

Section 11.05 Violation of Law. Any violation of any state, municipal, or local law, ordinance or regulation, pertaining to the ownership, occupation, or use of any property within Rush Brook is hereby declared to be a violation of the Declaration and subject to any or all of the enforcement procedures set forth in said Declaration.

Section 11.06 Remedies Cumulative. Each remedy provided by this Declaration is cumulative and not exclusive.

Section 11.07 Delivery of Notices and Documents. Any written notice or other documents relating to or required by this Declaration may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered 48 hours after a copy of same has been deposited in the Certified United States Mail, postage prepaid, addressed as follows:

If to the Association:	To the registered agent of the Rush Brook Homeowners Association, Inc., an Oklahoma non-profit corporation
If to an Owner:	To the address last furnished in writing by an Owner to the Association

Provided, however, that any such address may be changed at any time by the party concerned by recording a written notice of change of address and delivering a copy thereof to the registered agent of the Association. Each Owner of a Lot shall file the correct mailing address of such Owner with the registered agent of the Association, and shall promptly notify the Association in writing of any subsequent change of address. If no address has been furnished to the Association by an Owner, notice may be given to Owner by posting written notice on the Owner's Lot.

Section 11.08 Right to Assign. The Declarant, upon prior written approval of any first mortgage of Lots owned by Declarant, by an appropriate instrument or instruments, may assign or convey to any person, persons or entity any or all of the rights, reservations, easements, powers of appointment and privileges herein reserved by it (including the right to amend, voting power rights, director and committee appointment rights and all other rights), and upon such assignment or conveyance being made, its assignees or grantees may, at their option, exercise, transfer or assign such rights, reservations, easements, and privileges or any one or more of them at any time or times in the same way and manner as though directly reserved by them or it in this instrument.

Section 11.09 This Declaration. By becoming an Owner of a Lot, each Owner for himself, or itself, his heirs, personal representatives, successors, transferees, and assigns, becomes bound, accepts and agrees to all of the rights, regulations now or hereafter imposed and granted by this Declaration and any amendments thereof. In addition, each such Owner, by so doing, thereby acknowledges that this Declaration sets forth a general plan for the improvement and development of Rush Brook and hereby evidences its interest that all rights, powers, easements, provisions, restrictions, conditions, covenants, rules, and regulations contained herein shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, successors, and transferees thereof. Furthermore, each such person fully understands

and acknowledges that this Declaration shall be mutually beneficial, prohibitive, and enforceable by the various future owners of Lots in Rush Brook.

Section 11.10 Enumeration of Specifics. As used in this Declaration, the enumeration of items within a class shall not be deemed to limit the intended expression to those items only, but shall be broadly interpreted to effect the overall intent of this Declaration so that such expression shall include all things which might reasonably fall within such class of items so enumerated and to and in the furtherance of the purposes of this Declaration.

Section 11.11 Descriptive Headings. Captions and headings contained in this Declaration are for convenience and reference purposes only, and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Declaration or of any portion thereof.

Section 11.12 Oklahoma Law. The interpretation and enforcement of this Declaration shall be governed by the laws of the State of Oklahoma.

IN WITNESS WHEREOF, the undersigned, being the Declarant and Owner above designated has hereunto set its hand to this DECLARATION OF COVENANTS AND RESTRICTIONS OF RUSH BROOK ADDITION this ____ day of _____, 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 _____, 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 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

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION

A tract of land located in the West Half (W/2) of Section Twenty-eight (28), Township Fourteen North (T-14-N), Range Three West (R-3-W), I.M., Oklahoma County, Oklahoma, more particularly described as follows:

BEGINNING at the Northwest Corner of said Section Twenty-eight (28);
Thence N 89°38'07" E along the North line of the Northwest Quarter (NW/4) of said Section Twenty-eight (28) a distance of 1711.70 feet;
Thence S 42°30'00" E a distance of 218.85 feet, to a point on a curve to the right, having a radius of 102.81 feet, a chord bearing of S 02°55'00" E, and a chord distance of 131.02 feet;
Thence along said curve an arc distance of 142.05 feet;
Thence S 36°40'00" W a distance of 274.00 feet to a point on a curve to the right having a radius of 461.10 feet; a chord bearing of S 45°32'30" W, and a chord distance of 142.28 feet;
Thence along said curve an arc distance of 142.85 feet;
Thence S 54°25'00" W a distance of 18.00 feet to a point on a curve to the left having a radius of 241.76 feet, a chord bearing of S 31°32'30" West, and a chord distance of 187.95 feet;
Thence along said curve an arc distance of 193.04 feet;
Thence S 08°40'00" W a distance of 103.53 feet;
Thence S 65°00'00" W a distance of 70.88 feet;
Thence S 26°00'00" E a distance of 390.00 feet to a point on a curve to the left having a radius of 110.84 feet, a chord bearing of S 70°30'00" E, and a chord distance of 155.38 feet;
Thence along said curve an arc distance of 172.18 feet;
Thence N 65°00'00" E a distance of 627.25 feet, to a point on a curve to the right having a radius of 50.00 feet, a chord bearing of N 46°45'09" E, and a chord distance of 28.16 feet;
Thence along said curve an arc distance of 28.55 feet;
Thence N 89°46'58" E a distance of 339.90 feet to a point on the East line of said Northwest Quarter (NW/4);
Thence S 00°22'38" E along said East line a distance of 1651.12 feet to the Southeast Corner of said Northwest quarter (NW/4);
Thence continuing S 00°22'38" E along the East line of the Southwest Quarter (SW/4) of said Section Twenty-eight (28) a distance of 779.10 feet;
Thence along Chisholm Creek the following twenty-three (23) calls;
 Thence N 69°08'20" W a distance of 324.88 feet;
 Thence S 63°28'44" W a distance of 290.48 feet;
 Thence N 33°48'00" W a distance of 157.00 feet;
 Thence S 32°22'00" W a distance of 178.00 feet;
 Thence N 59°58'00" W a distance of 90.00 feet;
 Thence N 12°22'00" E a distance of 160.00 feet;
 Thence N 58°08'00" W a distance of 340.00 feet;
 Thence S 07°35'00" W a distance of 410.00 feet;
 Thence S 40°02'51" W a distance of 358.76 feet;
 Thence S 71°36'00" W a distance of 100.00 feet;
 Thence N 70°58'00" W a distance of 91.63 feet;

EXHIBIT B

BY LAWS

[See Attached]

SCHEDULE 8.09

RESTRICTIONS ON SQUARE FOOTAGE

(These restrictions may be amended from time to time and any amendment shall have the same force and effect as if fully set forth herein.)

Rush Brook North:

Any Residence constructed upon lots in the section of the Rush Brook, currently known as Rush Brook North and comprised of a tract of land more particularly described as set forth hereafter, shall have a shall have a minimum square footage of 1400 square feet and a maximum square footage of 2000 square feet, unless a variance is granted by the Design Review Committee:



AFTER RECORDING, RETURN TO:

W.
RUSH BROOK HOA
Address: *77 NW 142nd Ter.*
Edmond, Oklahoma 73012
Attn: Bransen Bloskovich

**AMENDMENT
TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR RUSH BROOK,
A RESIDENTIAL COMMUNITY
TO THE CITY OF OKLAHOMA CITY,
OKLAHOMA COUNTY, OKLAHOMA**

THE SAME BEING AN ADDITION TO THE CITY OF OKLAHOMA CITY, OKLAHOMA COUNTY, STATE OF OKLAHOMA, BEING A PART OF THE NORTHWEST QUARTER OF SECTION TWENTY-EIGHT (28), TOWNSHIP FOURTEEN (14) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, ACCORDING TO THE RECORDED PLAT(S) THERETO.

THIS RESIDENTS' AMENDMENT BY VOTE TO THE DECLARATION OF COVENANTS AND RESTRICTIONS (hereinafter "Residents' Vote Amendment") is filed on this 5th day of September, 2023, by the Rush Brook Home Owners Association LLC, an Oklahoma limited liability company; hereinafter referred to as "Declarant," after a duly authorized vote of the residents of Rush Brook:

WHEREAS, the Declarant has the authority to amend and supplement the Declaration of Covenants and Restrictions recorded with the Oklahoma County Clerk, according thereto, the Declarant executes and adopts this Amendment pursuant to authority granted and reserved within the Declaration; and

WHEREAS, pursuant to the provisions of the Declaration of the Covenants and Restrictions of Rush Brook (Sections 1.23, 5.05, 6.03, 11.03) a vote of the residents was held in order to establish a schedule of monetary fines for violations of certain covenants. The Declarant executes and adopts this "Residents' Vote Amendment" pursuant to the authority granted and reserved within the Declaration and according to the authorized votes cast and tallied.

NOW, THEREFORE, the Declarant hereby amends the Declaration in accordance with the authorized votes cast by the members and adds the following:

- I. The immediately following violations shall have ten (10) days to correct after written notice as provided in Section 5.05 (b) of the Declaration or shall be subject to the fine of \$25.00:
 - A. Maintaining livestock or commercial breeding of animals, or structures to house animals not approved by Design Review Committee;

- B. Pets making an unreasonable amount of noise, running loose or that become a nuisance;
- C. Nuisances identified in Article IV;
- D. Machinery or equipment visible from neighboring property;
- E. Clothes Lines;
- F. Signs in violation of Section of Article IV;
- G. Temporary Structures;
- H. Temporary basketball goals – (Except fine shall be assessed at \$25 per week);
- I. Trash cans visible from the street - (Except fine shall be assessed at \$25 per week).

2. Parking Violations. Parking Violations shall be given one (1) courtesy notice of violation on the first offense, with a warning notice of fine for any subsequent offenses. For the second offense the fine shall be \$25.00 per violation.

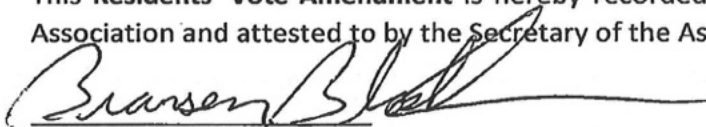
3. The following items shall have seven (7) days to correct after written notice or the HOA will correct and charge the homeowner for costs incurred:

- Un-mowed yards;
- Weeds and growth in flower beds;
- Dead trees or shrubs in the yard.

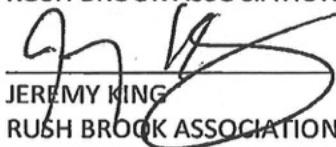
4. The following items shall have 3 months to correct after written notice (or the approval of request for additional time from the board) subject to a \$100.00 per month fine:

- Fences that are unstained and/or damaged;
- Incomplete exterior projects;
- Missing trees in the front yard.

This Residents' Vote Amendment is hereby recorded and also signed by the President of the Association and attested to by the Secretary of the Association.



BRANSEN BLOSKOVICH
RUSH BROOK ASSOCIATION PRESIDENT



JEREMY KING
RUSH BROOK ASSOCIATION SECRETARY

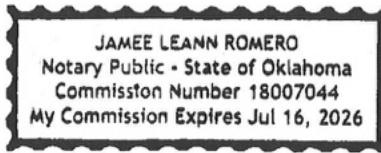
HEREBY STATING: **This amendment was properly adopted.**

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 5th day of September, 2023, personally appeared Bransen Blaskovich and Jeremy King, to me known to be the identical persons who subscribed their names above, and acknowledged to me that they executed the same as their free and voluntary act and deed and as 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.

Jamee Romero
NOTARY PUBLIC



My Commission Expires: _____