

BYLAWS
OF
FRENCHMAN'S CREEK HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

NAME OF ASSOCIATION

This Association shall be known as Frenchman's Creek Homeowners' Association, Inc.

ARTICLE II

OFFICES

SECTION 1. The principal office and place of business of this Association shall be 1425 East 71st Street, Tulsa, OK 74136.

SECTION 2. The Association may have such other offices within or without the State of Oklahoma, at such other place or places as the Board of Directors may from time to time designate or as the business of the Association may require.

ARTICLE III

DEFINITIONS

SECTION 1. "Association" shall mean and refer to Frenchman's Creek Homeowners' Association, Inc., its successors and assigns.

SECTION 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners, including, without limitation, all reserve areas as designated in the Declaration.

SECTION 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

SECTION 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 6. "Declarant" shall mean and refer to Frenchman's Creek Land Company, L.L.C., an Oklahoma limited liability company, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

SECTION 7. "Declaration" shall mean and refer to the Deed of Dedication of Frenchman's Creek filed as a part of Plat #5444 on May 17, 2000, the Office of the County Clerk of Tulsa County.

SECTION 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE IV

MEETING OF MEMBERS

SECTION 1. Annual Meeting. The annual meeting of the Members of the Association shall be held each year commencing in the year 2001 on the 12th day of September at the hour of 10:00 a.m. at the principal office of the Association. The Board of Directors may change the place of meeting provided that any such change shall be stated in the notice and call of the annual meeting. Written notice of all meetings must be mailed to each Member of record by the Secretary at least ten (10) days prior to such annual meeting. Notice of any annual meeting may be waived in writing by any Member's attendance at any such annual meeting.

If the day fixed for the annual meeting shall be a legal holiday in the State of Oklahoma, such meeting shall be held at 10:00 a.m. on the next succeeding business day. If the election of Directors shall not be held on the day designated herein for said annual Members meeting or any adjournment of such meeting, the Board of Directors shall cause the election to be held at a special meeting of the Members called pursuant to these Bylaws as soon thereafter as said meeting may conveniently be held. The order of the business at the annual meeting of Members shall be as follows:

- (1) calling meeting to order;
- (2) proof of notice of meeting;
- (3) reading minutes of last previous annual meeting;
- (4) reports of officers;
- (5) reports of committees;
- (6) election of Directors; and
- (7) such miscellaneous business as may come or be properly brought before the meeting.

SECTION 2. Special Meetings. Special meetings of Members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President, or by a majority of the Board of Directors, and shall be called by the President upon the written request of the Members who are entitled to vote 1/4 of all of the votes of the Association. Business transacted at all special meetings shall be confined to the objects or purposes stated in the call, however, notice of any special meeting

and consideration of business other than that stated in the call may be waived in writing by any Member and will be considered as waived by his attendance at any such special meeting.

The Board of Directors may designate any place within Tulsa County, unless otherwise prescribed by statute, as the place of meeting for any special meeting of Members called by the Board of Directors. If no designation or place of meeting is made or if a special meeting is called by other than the Board of Directors, the place of meeting shall be at the principal place or office of the Association.

SECTION 3. Notices of Meetings. Notice of annual or special meetings may be written or printed. Notice of any annual meeting shall be deemed satisfactorily given if delivered in person to any Member of record or if mailed to any such Member not less than ten (10) days nor more than thirty (30) days preceding the date of any such annual meeting. Notice of special meetings shall be deemed satisfactorily given if delivered in person or mailed not less than five (5) days nor more than thirty (30) days prior to such meeting. If mailed, such notice shall be deemed to be delivered when deposited in any United States Post Office with postage prepaid addressed to the Member's last known mailing address as it appears on the stock ledger of the Association.

SECTION 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, 1/5 of the total votes shall constitute a quorum, except as otherwise provided in the Certificate of Incorporation, the Declaration or these Bylaws. If, however, a quorum shall not be present or represented at any meeting, a majority of the Members so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which quorum shall be present or represented, and entitled to vote, any business may be transacted which might have been transacted at the meeting as originally notified. The Members present at a duly organized meeting and who are entitled to vote may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

SECTION 5. Proxies. At all meetings of Members, a Member may vote or give his consent by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall and must bear a date not more than ten (10) days prior to said meeting, and must be filed with the Secretary of the Association before or at the time of the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her Lot.

SECTION 6. Voting of Members. Each Member with voting power shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. Such vote may be by a voice vote, but any qualified voter may demand a vote by ballot, each of which shall state the name of the Member voting, and the number of qualified votes by him, and if such ballot be cast by proxy, it will also state the name of such proxy.

SECTION 7. Voting for Election of Directors. Unless otherwise provided by law, at each election of Directors, every Member entitled to vote at such election shall have the right to vote in person or by proxy the total number of votes owned by him or her for each Director's position to be filled on the Board of Directors. There shall be no cumulative voting privileges nor shall the Members be required to distribute their votes among any number of candidates on the cumulative voting principle.

SECTION 8. Consent of Absentees. No defect in the calling or noticing of a Members meeting will affect the validity of any action at the meeting if a quorum was present and if each Member not present in person or by proxy signs a written waiver of notice, consenting to the calling of the meeting and such waiver consenting thereto is filed with the corporate records or made a part of the minutes of the meeting.

SECTION 9. Informal Action by Members. Unless otherwise provided by law, any action required to be taken at a meeting of the Members, or any other action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Members entitled to vote with respect to the subject matter thereof.

ARTICLE V

BOARD OF DIRECTORS

SECTION 1. General Powers. The management of all the affairs, property and business of the Association shall be vested in a Board of Directors which may exercise all such powers of the Association and do all such lawful acts and things as are not by statute, the Certificate of Incorporation, the Declaration or these Bylaws, directed to be exercised or done by the Members.

SECTION 2. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee or from the floor at the annual meeting of Members. The Nominating Committee shall consist of a chairman, who shall be a member of the Board of Directors, and one or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting to the close of the next annual meeting, and such appointment shall be announced at each annual meeting.

SECTION 3. Number, Tenure and Qualifications. The number of Directors of the Association shall be not less than one (1) person who shall be elected at the annual meeting of the Members by a plurality vote for a term of one (1) year. The Members may elect more than one (1) Director, but not more than five (5), if they so choose. Each Director shall hold office until his successor is elected and qualified even though his tenure of office should thereby exceed one (1) year.

The number of Directors of the Association and their respective terms of service may at any time be increased or decreased by vote of the majority of Members entitled to vote at any regular or special meeting of Members if the notice of such meeting contains a statement of the proposed increase or decrease. Provided, however, that the minimum number of Directors shall be one (1) and their minimum term of service shall be one (1) year. In case of any such increase, such additional Directors shall hold office until their successors are duly elected and qualified. It shall not be a requirement of the office of a Director that such person be a Member of this Association.

SECTION 4. Election of Officers. The Directors shall elect at their first meeting after each annual meeting of the Members the following officers of the Association for a term of one (1) year or until their successors are chosen even though their tenure of office would thereby exceed one (1) year: a President and a Secretary. The Board of Directors may elect the following additional officers: one (1) or more Vice Presidents, an Assistant Secretary, and a Treasurer. Any office authorized hereunder may be held by the same person.

The Board of Directors may choose such additional Assistant Secretaries and Assistant Treasurers as in their judgment is in the best interest of the Association. The President must be a member of the Board of Directors and any other officers selected by the Directors may hold a position on the Board of Directors of the Association. The Directors may appoint or elect such other officers and agents as they deem necessary or advisable, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined or assigned from time to time by the Directors. The officers of the Association are to have specific control of the affairs, property, business and operation of the Association subject only to the general control of the Board of Directors and such matters as are governed by law.

SECTION 5. Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice than this Bylaw immediately after, and at the same place as the annual meeting of Members. The Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution.

SECTION 6. Special Meetings. Special meetings of the Board of Directors may be called at any time by the President, or in his absence, by a Vice President, or by any one (1) Director. The person or persons authorized to call special meetings of the Board of Directors may fix the place for holding any special meeting of the Board of Directors called by them.

SECTION 7. Notice. Notice of any special meeting of the Board of Directors shall be given at least ten (10) days previously thereto by written notice delivered either personally or mailed to each Director at his business address, or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegram company. Any Director may waive notice of any meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

SECTION 8. Quorum. A majority of the number of Directors fixed by Section 3 of this Article V shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice. The act of the majority of the Directors present at a meeting in which a quorum is present shall be the act of the Board of Directors.

SECTION 9. Vacancies. Any vacancy occurring in the Board of Directors, regardless of the manner in which caused, may be filled by the affirmative vote of a majority of the remaining Directors, though less than a quorum of the Board of Directors, unless otherwise provided by law. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office and until his successor is elected and qualified. Any directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting or at a special meeting of Members called for that specific purpose.

SECTION 10. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

SECTION 11. Presumption of Assent. A Director of the Association who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have consented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or the Association immediately, and not more than five (5) days after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

SECTION 12. Standing or Temporary Committees. The Association shall continue, maintain and be responsible for the establishment and continuation of an architectural committee in the time and manner provided in the Declaration. After the Declarant transfers the responsibility for the appointment of the committee members pursuant to the Declaration, the architectural committee shall consist of a minimum of three (3) persons. The committee shall otherwise be governed in accordance with the terms and conditions of these Bylaws, including, without limitation, the balance of the provisions of this Section 12.

Additional standing or temporary committees may be appointed from its own number by the Board of Directors from time to time, and the Board of Directors may from time to time invest such committees with such powers as it may see fit, subject to such conditions as may be prescribed by such Board. An executive committee may be appointed by resolution, passed by a majority of the whole Board; it shall have the powers provided by statute, except as specifically limited by the Board. All committees so appointed shall keep regular minutes of the transactions of their meetings and shall cause them to be recorded in books kept for that purpose in the office of the Association and shall report the same to the Board of Directors at its next meeting.

SECTION 13. Powers. The Board of Directors shall have the power to:

- A. Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- B. Declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- C. Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and
- D. Foreclose the lien against any Lot for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay same.

SECTION 14. Other Powers. In addition to the powers and authorities by these Bylaws expressly conferred upon them, the Board of Directors may exercise all such powers of the Association and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation, the Declaration or by these Bylaws directed or required to be exercised or done by the Members.

SECTION 15. Informal Action by Directors. The Directors shall have the right to take any action in the absence of a meeting which they could take in a meeting by obtaining the written approval of all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

SECTION 16. Duties. It shall be the duty of the Board of Directors to:

- A. Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed.
- B. As more fully provided in the Declaration and Article VI of these Bylaws, to:
 - 1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment. In no event, however, shall the amount of the annual assessment be less than the minimum amount necessary to adequately maintain and support the Common Area;
 - 2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment;

- 3) shall appoint an architectural committee pursuant to the terms and conditions of the Declaration;
 - 4) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
 - 5) procure and maintain adequate liability and hazard insurance on property owned by the Association; and
 - 6) cause Common Area to be maintained.
- C. Fix the amount of any special assessments for capital improvements. The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the successors in title unless expressly assumed by them.
- D. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of an improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of 2/3rds of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose.
- E. Written notice of any meeting called for the purpose of fixing or levying special assessments only as defined herein (specifically excluding any annual assessment) shall be sent to all Members not less than 30 days and no more than 60 days in advance of the meeting. At the first such meeting called, the presence of Members or proxies entitled to cast at least 60% of the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be 1/2 of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

ARTICLE VI

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the property and for improvement and maintenance of the Common Area. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his or her Lot.

Both annual and special assessments must be affixed at a uniform rate for all Lots and may be collected on a monthly basis.

The annual assessments provided for herein shall commence as to all Lots in accordance with the determination of the Board of Directors, provided, however, the annual assessments shall commence and be levied at such time as Declarant owns less than ten (10) Lots, or on the first day of the month following the conveyance of a Common Area from the Declarant to the Association, whichever occurs first. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of 15% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or the abandonment of his or her Lot.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereon.

ARTICLE VII

COMMITTEES

The Association shall appoint an architectural committee, at the time and in the manner specified in the Declaration and these Bylaws, and a nominating committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose and consistent with Section 12 of Article V of these Bylaws.

ARTICLE VIII

OFFICERS

SECTION 1. Officers of the Association. The officers of the Association shall be those designated in Section 4 of Article V above. The election and term of office of such officers shall be as provided in said Section 4 of Article V above. If the election of officers shall not be held at the first meeting of Directors after the annual meeting of Members, such election shall be held as soon thereafter as conveniently may be. Each officer, whether elected or appointed, shall hold office until his successor shall have been duly elected and shall have qualified or until his death, resignation or removal in the manner hereinafter provided.

SECTION 2. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the affirmative vote of two-thirds (2/3rds) of all members of the Board of Directors whenever in its judgment the best interests of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

SECTION 3. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors at any regular or special meeting for the unexpired portion of the term and until a successor shall have been duly elected and qualified.

SECTION 4. President. The President shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall in general supervise and control all the business and affairs of the Association. He/she may sign, with the Secretary, or any other proper officer of the Association thereunto authorized by the Board of Directors or by law, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other office or agent of the Association, and in general, the President shall perform all duties incident to the office of the President and such other duties as may be prescribed by the Board of Directors from time to time. The President shall be an ex-officio member of standing committees and shall be responsible for carrying into effect all orders and resolutions of the Board of Directors and Members as required or as good business dictates.

SECTION 5. Vice President. The Vice Presidents in the order designated by the Board of Directors shall exercise the functions of the President during the absence or disability of the President. Each Vice President shall have such powers and discharge such duties as may be assigned to him from time to time by the President or by the Board of Directors.

SECTION 6. Secretary. The Secretary shall:

(a) Keep the minutes of the Members and of the Board of Directors meetings in one or more books provided for that purpose;

(b) See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law;

(c) Be custodian of the corporate records and of the seal of the Association and see that the seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its seal, is duly authorized;

(d) Keep a register of the post office address of each Member, which shall be furnished to the Secretary by such Member; and

(e) In general, perform all duties incident to the office of the Secretary and such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

SECTION 7. Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall:

(a) Have charge and custody of and be responsible for all monies, bonds and securities of the Association; receive and give receipts for monies due and payable to the Association from any source whatsoever and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provision of these Bylaws.

(b) He/she shall disburse all funds of the Association in payment of the just demands against the Association, or as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the Board of Directors, from time to time, as may be required of him, an account of all his transactions as Treasurer and of the financial condition of the Association.

(c) In general, perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

SECTION 8. Assistant Secretaries. The Assistant Secretaries in the order of their seniority shall in the absence or disability of the Secretary, or in the event of his inability or refusal to act, perform the duties of the Secretary and exercise all powers conferred on such Secretary when so acting and be subject to all the restrictions upon the Secretary. The Assistant Secretaries shall perform such other duties as from time to time may be assigned to them, or any of them, by the Secretary or by the Board of Directors.

SECTION 9. Assistant Treasurers. The Assistant Treasurers in the order of their seniority shall in the absence or disability of the Treasurer perform the duties and exercise the powers of the Treasurer, subject to the limitations thereon, and shall perform such other duties as the Treasurer or the Board of Directors shall prescribe.

SECTION 10. Compensation of Officers. No officer shall receive compensation for any

service he may render the Association. However, any officer may be reimbursed for his actual expenses incurred in the performance of his duties.

SECTION 11. Reports of Officers. All officers shall render reports of the business transacted by them during the fiscal year last concluded at the annual Members meeting and at any Directors meeting. Such reports may be orally given unless the Board of Directors instructs the officers to render written detailed reports of such business transacted.

ARTICLE IX

CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 1. Contracts. The Board of Directors may authorize an officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

SECTION 2. Loans. No loan shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name unless authorized by resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION 3. Checks, Drafts, Etc. All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents, of the Association, and in such manner as from time to time may be determined by resolution of the Board of Directors.

SECTION 4. Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

ARTICLE X

CORPORATE SEAL

The Board of Directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association and the State of Incorporation and the words, "Corporate Seal."

ARTICLE XI

BOOKS AND RECORDS

SECTION 1. Maintenance of Books and Records. All books, accounts and records of the Association unless otherwise required by law or authorized by the Board of Directors shall be kept

in the principal office of the Association and shall be open to inspection at the Association's principal office by the Directors and Members of the Association at any reasonable time or times. Copies may be purchased at a reasonable cost.

SECTION 2. Annual Members Report. No annual report to Members is required.

ARTICLE XII

NOTICES

SECTION 1. Form and Manner of Notice. Whenever the provisions of any statute of the State of Oklahoma or the Certificate of Incorporation, or these Bylaws, require notice be given to any Director, officer or Member, they shall not be constructed to mean personal notice; such notice may be given in writing by depositing the same in any post office of the United States Post Office Department in a postpaid, sealed wrapper, addressed to such Director, officer or Member at his or her address as the same appears in the books of the Association unless otherwise provided by these Bylaws, and the time when the same shall be mailed shall be deemed to be the time of giving of such notice.

SECTION 2. Waiver of Notice. Unless otherwise provided by law, whenever any notice is required to be given to any Member, officer or Director of the Association under the provisions of the Certificate of Incorporation, if the notice is signed by the person or persons entitled to such notice, whether before or after the time stated therein, this shall be deemed equivalent to the giving of such notice.

ARTICLE XIII

AMENDMENT TO BYLAWS

SECTION 1. Amendment by Board of Directors. Except as provided in Section 3 of this Article XIII, the Board of Directors shall have the power to make, amend, alter or repeal the Bylaws of this Association by a vote of a majority of the Board of Directors; provided that notice of such alteration, amendment or repeal has been given to each Director in writing at least three (3) days prior to said meeting and further provided that the Board of Directors may not adopt a new Bylaw or amendment thereof changing the authorized number of Directors or their qualifications.

SECTION 2. Amendment by Members. Except as provided in Section 3 of this Article XIII, the Members, by affirmative vote of a majority of the Owners of Lots may make, alter, amend or repeal the Bylaws without any notice at any annual meeting, or these Bylaws may be altered, amended or repealed and new Bylaws adopted by vote of the Members representing a majority of all the shares issued and outstanding and entitled to vote at any special Members meeting when the proposed amendment, alteration or repeal of new Bylaws have been set out in the notice of such special meeting.

SECTION 3. Limitation on Amendments. Neither the Board nor the Members shall have the power or authority to amend any of these Bylaws in a manner inconsistent with the Declaration, including, without limitation, provisions in the Declaration relating to the Association's responsibilities for maintaining and improving Common Area. The amendment of any covenants and restrictions set forth in the Declaration may only be amended in accordance with the terms of said Declaration, requiring an instrument approved by the City of Tulsa and signed by the Owners of the affected lot.

Adopted this 12th day of September.

ATTEST:

FRENCHMAN'S CREEK HOMEOWNERS'
ASSOCIATION, INC.

(SEAL)

By:

Greg Breedlove, its Secretary

Gary Burton, its President and duly
authorized agent

I, Greg Breedlove, the duly elected, qualified and acting Secretary of Frenchman's Creek Homeowners' Association, Inc., do hereby certify that the within and foregoing Bylaws are the original Bylaws duly adopted by the Board of Directors of said Association at its first meeting held on the 12th day of September, 2000.

Greg Breedlove

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FRENCHMAN'S CREEK

Deed of Dedication and Restrictive Covenants

KNOW ALL MEN BY THESE PRESENTS:

THAT FRENCHMAN'S CREEK LAND COMPANY, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

A TRACT OF LAND THAT IS PART OF THE NORTHWEST QUARTER (NW/4) OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 34, T-18-N, R-13-E, CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: STARTING AT A POINT THAT IS THE NORTHEAST CORNER OF THE W/2 OF THE E/2 OF THE NW/4 OF THE SE/4 OF SAID SECTION 34; THENCE N 89°53'40" W ALONG THE NORTHERLY LINE OF THE NW/4 OF THE SE/4 OF SECTION 34 FOR 300.48' TO THE 'POINT OF BEGINNING' OF SAID TRACT OF LAND, SAID POINT BEING 30' EASTERLY OF THE NORTHEAST CORNER OF THE E/2 OF THE W/2 OF THE NW/4 OF THE SE/4; THENCE S 00°14'26" W AND PARALLEL WITH THE EASTERLY LINE OF THE W/2 OF THE NW/4 OF THE SE/4 FOR 872.37' TO A POINT ON THE NORTHERLY LINE OF THE SOUTHERLY 449' OF THE EAST 300' OF THE W/2 OF THE E/2 OF THE NW/4 OF THE SE/4; THENCE S 89°52'19" E ALONG SAID NORTHERLY LINE FOR 285.12'; THENCE N 00°15'52" E AND PARALLEL WITH THE EASTERLY LINE OF THE W/2 OF THE E/2 OF THE NW/4 OF THE SE/4 FOR 806.49' TO A POINT THAT IS 60.00' SOUTHERLY OF THE NORTHERLY LINE OF THE NW/4 OF THE SE/4; THENCE S 89°53'40" E AND PARALLEL WITH SAID NORTHERLY LINE FOR 15.00' TO A POINT ON THE EASTERLY LINE OF THE W/2 OF THE E/2 OF THE NW/4 OF THE SE/4; THENCE S 00°15'52" W FOR 1255.50' ALONG SAID EASTERLY LINE TO THE SOUTHEAST CORNER OF THE W/2 OF THE E/2 OF THE NW/4 OF THE SE/4 OF SECTION 34; THENCE N 89°52'19" W ALONG THE SOUTHERLY LINE OF THE NW/4 OF THE SE/4 OF SECTION 34 FOR 659.86'; THENCE N 00°12'59" E ALONG THE WESTERLY LINE OF THE E/2 OF THE W/2 OF THE NW/4 OF THE SE/4 OF SECTION 34 FOR 1321.23' TO THE NORTHWEST CORNER OF THE E/2 OF THE W/2 OF THE NW/4 OF THE SE/4; THENCE S 89°53'40" E ALONG THE NORTHERLY LINE OF THE NW/4 OF THE SE/4 OF SECTION 34 FOR 360.48' TO THE 'POINT OF BEGINNING' OF SAID TRACT OF LAND.

AND THAT FRENCHMAN'S CREEK LAND COMPANY, L.L.C, HEREINAFTER REFERRED TO AS 'OWNER' HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS 'FRENCHMAN'S CREEK', A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA.

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

OWNER DOES HEREBY DEDICATE FOR PUBLIC USE EAST 116TH STREET SOUTH AS DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS 'U/E' OR 'UTILITY EASEMENT', FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, REMOVING AND REPLACING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM AND SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES,

11/16/00 nb
05/19/99 sky
05/26/99 sky

WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT AND TO AREAS OUTSIDE OF THE PLAT. OWNER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING AND LANDSCAPING, THAT DO NOT CONSTITUTE AN OBSTRUCTION AS AFORESAID.

B. UNDERGROUND SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE UTILITY EASEMENTS ALONG EAST 116TH STREET SOUTH. ELSEWHERE THROUGHOUT THE SUBDIVISION ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES, AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN EASEMENTS.
2. UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.
3. THE SUPPLIER OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE ELECTRIC, TELEPHONE OR CABLE TELEVISION FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
4. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE OR CABLE TELEVISION FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR HIS AGENTS OR CONTRACTORS.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE OR CABLE TELEVISION SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON HIS LOT.
2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER OR ANY CONSTRUCTION ACTIVITY WHICH WOULD, IN THE JUDGEMENT OF THE CITY OF TULSA, INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS SHALL BE PROHIBITED.
3. THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS BUT LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF LOT OWNER, HIS AGENTS OR CONTRACTORS.
4. THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER, OR STORM SEWER FACILITIES.
5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. GAS SERVICE

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE GAS FACILITIES LOCATED ON HIS LOT.
2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A GAS MAIN OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH GAS MAINS SHALL BE PROHIBITED.
3. THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF GAS MAINS BUT LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF LOT OWNER, HIS AGENTS OR CONTRACTORS.
4. THE SUPPLIER OF GAS SERVICE SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENT DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF GAS FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH D SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE, AND OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

E. SURFACE DRAINAGE

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS HIS LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH E SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF TULSA, OKLAHOMA.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THE CITY OF TULSA, OKLAHOMA OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

G. RESERVE A - PRIVATE STREETS

SOUTH HUDSON COURT, AS DESIGNATED ON THE ACCOMPANYING PLAT, IS HEREIN ESTABLISHED BY GRANT OF OWNER AS A PRIVATE STREET FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF THE RESIDENTIAL LOTS IN BLOCKS 1, 2 AND 3, THEIR GUESTS AND INVITEES, FOR THE PURPOSE OF PROVIDING VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM THE VARIOUS RESIDENTIAL LOTS TO AND FROM PUBLIC STREETS, AND FOR PROVIDING ENTRANCE SECURITY FACILITIES, DECORATIVE FENCING AND LANDSCAPING, AND ARE RESERVED FOR •SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION•FOR THE ADMINISTRATION AND MAINTENANCE OF THE PRIVATE STREETS AND OTHER COMMON AREAS OF THE RESIDENTIAL PORTION OF THE SUBDIVISION.

OWNER HEREIN GRANTS TO THE CITY OF TULSA, OKLAHOMA, THE UNITED STATES POSTAL SERVICE, ANY PUBLIC UTILITY PROVIDING UTILITY SERVICE TO THE SUBDIVISION, AND TO ANY REFUSE COLLECTION SERVICE WHICH PROVIDES SERVICE WITHIN THE SUBDIVISION, THE RIGHT TO ENTER AND TRAVERSE THE PRIVATE STREETS AND TO OPERATE THEREON ALL SERVICE, EMERGENCY AND GOVERNMENT VEHICLES INCLUDING, BUT NOT LIMITED TO, POLICE AND FIRE VEHICLES AND EQUIPMENT.

OWNER, FOR ITSELF AND ITS SUCCESSORS, HEREIN COVENANTS WITH THE CITY OF TULSA, OKLAHOMA, WHICH COVENANTS SHALL RUN WITH THE LAND AND INURE TO THE BENEFIT OF THE CITY OF TULSA, OKLAHOMA, AND SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, TO:

1. CONSTRUCT AND MAINTAIN STREET SURFACING EXTENDING THE FULL LENGTH OF THE PRIVATE STREETS DEPICTED WITHIN THE ACCOMPANYING PLAT, AND MEETING OR EXCEEDING THE FOLLOWING STANDARDS:
 - A. SURFACING WIDTH SHALL BE NOT LESS THAN 26' MEASURED FROM FACE OF CURB TO FACE OF CURB;
 - B. STREETS SHALL BE CURBED;

- C. GUTTERS, BASE AND PAVING MATERIALS SHALL BE OF A QUALITY AND THICKNESS MEETING THE NOW EXISTING STANDARDS OF THE CITY OF TULSA, OKLAHOMA, FOR MINOR RESIDENTIAL STREETS;
- D. THE VERTICAL GRADE OF THE STREETS SHALL NOT EXCEED 10%.
- 2. PROHIBIT THE ERECTION OF ANY ARCH OR SIMILAR STRUCTURE OVER ANY PRIVATE STREET AS DEPICTED ON THE ACCOMPANYING PLAT WHICH WOULD PROHIBIT ANY GOVERNMENTAL VEHICLE, SPECIFICALLY ANY FIRE VEHICLE, FROM FREE USAGE OF THE PRIVATE STREETS.

OWNER ACKNOWLEDGES FOR ITSELF AND ITS SUCCESSORS IN TITLE THAT THE PRIVATE STREETS AS DEPICTED ON THE ACCOMPANYING PLAT DO NOT MEET THE CITY OF TULSA, OKLAHOMA STANDARD AS TO WIDTH OF RIGHT-OF-WAY, AND FURTHER ACKNOWLEDGES THAT THE CITY OF TULSA, OKLAHOMA SHALL HAVE NO DUTY TO MAINTAIN ANY OF THE PRIVATE STREETS WITHIN THE SUBDIVISION, NOR HAVE ANY IMPLIED OBLIGATION TO ACCEPT ANY SUBSEQUENT TENDER OF DEDICATION OF ANY PRIVATE STREET WITHIN THE SUBDIVISION.

H. RESERVES "B" AND "D" - STORMWATER DETENTION

- 1. OWNER DOES HEREBY DEDICATE TO THE CITY OF TULSA, OKLAHOMA FOR PUBLIC USE, SUBJECT TO EASEMENTS OF RECORD, THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS RESERVES "B" AND "D" FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, RETENTION, DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN 'FRENCHMAN'S CREEK' AND FROM PROPERTIES NOT INCLUDED WITHIN 'FRENCHMAN'S CREEK'. 'RESERVES "B" AND "D" ARE ALSO RESERVED FOR SUBSEQUENT CONVEYANCE BY OWNER TO THE HOMEOWNERS' ASSOCIATION FOR THE PURPOSE OF THE ADMINISTRATION AND MAINTENANCE OF THE AFORESAID STORMWATER DETENTION FACILITIES.
- 2. DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN RESERVES 'B' AND 'D' SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF TULSA, OKLAHOMA.
- 3. DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY OWNER (AND THE HOMEOWNERS' ASSOCIATION AFTER CONVEYANCE OF RESERVES B & D FROM OWNER) OF 'FRENCHMAN'S CREEK' TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. SAID DETENTION FACILITIES SHALL BE MAINTAINED BY OWNER AND THE HOMEOWNERS' ASSOCIATION AFTER CONVEYANCE BY OWNER OF 'FRENCHMAN'S CREEK' IN ACCORDANCE TO THE FOLLOWING STANDARDS:
 - A. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF LESS THAN FOUR WEEKS.
 - B. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
 - C. AREA WITHIN EASEMENTS SHALL BE KEPT FREE OF DEBRIS.
- 4. IN THE EVENT OWNER SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF THE GRADE OR CONTOUR THEREIN, THE CITY OF TULSA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO THE

ACHIEVEMENT OF THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE OR CONTOUR, AND THE COST THEREOF SHALL BE PAID BY OWNER, OR THE HOMEOWNERS' ASSOCIATION AFTER THE CONVEYANCE OF RESERVE AREAS "B" AND "D" FROM OWNER. IN THE EVENT OWNER OR THE HOMEOWNERS' ASSOCIATION, AS THE CASE MAY BE, FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF TULSA, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER 1/34 OF SAID COSTS SHALL BE A LIEN AGAINST EACH LOT. SUCH LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF TULSA, OKLAHOMA.

I. RESERVE I

IS HEREIN ESTABLISHED BY GRANT OF OWNER AS AN UNDERGROUND RIGHT OF WAY EASEMENT AND ACCESS EASEMENT.

J. RESERVE "C," "E," "F," "G," AND "J": GATED ENTRY AND GREEN BELT AREA

OWNER HEREBY ESTABLISHES THE PROPERTY DESIGNATED AND SHOWN ON THE PLAT AS RESERVES "C," "E," "F," "G," AND "J" FOR THE PURPOSE OF ESTABLISHING AND MAINTAINING THE GATED ENTRY AND OTHER LANDSCAPED AREAS FOR THE USE, BENEFIT AND ENJOYMENT OF THE LOT OWNERS OF FRENCHMAN'S CREEK. THESE RESERVE AREAS "C," "E," "F," "G," AND "J" ARE ALSO RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION FOR THE PURPOSE OF THE ADMINISTRATION AND MAINTENANCE THEREOF.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, 'FRENCHMAN'S CREEK' WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD 596) PURSUANT TO SECTIONS 1100-1170 OF TITLE 42, TULSA REVISED ORDINANCES (TULSA ZONING CODE), AS THE TULSA ZONING CODE EXISTED ON MAY 27, 1998, AND PUD 596 WAS APPROVED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION ON NOVEMBER 12, 1998 AND APPROVED BY THE COUNCIL OF THE CITY OF TULSA, OKLAHOMA ON JANUARY 7, 1999 THE IMPLEMENTING ORDINANCE NO. 19469 PUBLISHED JANUARY 29, 1999.

WHEREAS, OWNER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF ACHIEVING AN ORDERLY DEVELOPMENT FOR THE MUTUAL BENEFIT OF OWNER, ITS SUCCESSORS IN TITLE AND THE CITY OF TULSA, OKLAHOMA.

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE TULSA ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD INURING TO AND ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA SUFFICIENT TO ASSURE CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT AND AMENDMENTS THERETO.

THEREFORE, OWNER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON OWNER, ITS SUCCESSORS IN TITLE AND SHALL BE ENFORCEABLE BY OWNER, ANY PERSON OWNING A LOT IN 'FRENCHMAN'S CREEK' AND BY THE CITY OF TULSA AS HEREINAFTER SET FORTH.

A. USE OF LAND

1. THE DEVELOPMENT OF 'FRENCHMAN'S CREEK' SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE TULSA ZONING CODE, AS SUCH PROVISIONS EXISTED MAY 27, 1998, OR AS MAY BE SUBSEQUENTLY AMENDED.

2. ALL LOTS SHALL BE USED FOR SINGLE FAMILY RESIDENTIAL USE ONLY. NO LOT SHALL BE DIVIDED INTO TWO (2) OR MORE SEPARATE LOTS FOR THE PURPOSE OF ACCOMMODATING TWO (2) OR MORE SEPARATE OWNERS OR DWELLINGS. PROVIDED, HOWEVER, WITH THE APPROVAL OF THE ARCHITECTURAL COMMITTEE: (a) IMPROVEMENTS MAY BE CONSTRUCTED OVER INDIVIDUAL LOT LINES IF AN OWNER OWNS MORE THAN ONE (1) LOT IF ALL RESULTING MINIMUM SET BACKS AND OTHER REQUIREMENTS SET FORTH IN SECTION II HEREOF ARE FULLY SATISFIED; AND (b) LOTS MAY BE SPLIT IF A PORTION THEREOF IS ATTACHED TO AN ADJACENT LOT FOR COMMON DEVELOPMENT (IF APPROVED BY THE CITY OF TULSA BOARD OF ADJUSTMENT). NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS DEED OF DEDICATION AND RESTRICTIVE COVENANTS, THE OWNER OF A TRACT CREATED BY A LOT SPLIT THAT COMPRISES 15% OR MORE OF THE TOTAL GROSS AREA OF THE ORIGINALLY PLATTED LOT SHALL PAY ITS PROPORTIONATE SHARE OF ANY ASSESMENTS DUE HEREUNDER COVERING SAID LOT. FOR EXAMPLE, IF OWNER OF LOT 8, BLOCK 1, ACQUIRES THE EAST HALF OF LOT 9, BLOCK 1, BY APPROVED LOT SPLIT, THAT OWNER WOULD PAY 3/68 OF THE TOTAL ASSESSMENTS FOR THE ADDITION (1/34 ATTRIBUTABLE TO LOT 8, BLOCK 1, AND 1/68 ATTRIBUTABLE TO LOT 9 BLOCK 1).

B. DEVELOPMENT STANDARDS FOR BLOCKS 1, 2 AND 3

1. DWELLING UNITS (DETACHED SINGLE FAMILY RESIDENCES)

THE MAXIMUM NUMBER OF DWELLING UNITS 34 UNITS

2. BUILDING HEIGHT

ALL BUILDINGS SHALL NOT EXCEED 35' IN HEIGHT.

3. BUILDING SETBACKS

- A. NO BUILDING SHALL BE LOCATED NEARER TO A PUBLIC STREET THAN THE BUILDING LINES DEPICTED ON THE ACCOMPANYING PLAT.

4. MINIMUM YARDS

NEW CONSTRUCTION

FROM PRIVATE STREET	25 FT.
FRONT YARD	40 FT.
ONE SIDE YARD	10 FT.
OTHER SIDE YARD	5 FT.
REAR YARD	25 FT.

SECTION III. RESTRICTIONS AND COVENANTS

DEVELOPMENT AND CONSTRUCTION STANDARDS

1. ARCHITECTURAL COMMITTEE:

A. AN ARCHITECTURAL COMMITTEE (THE "ARCHITECTURAL COMMITTEE") IS HEREBY FORMED AND SHALL APPROVE ALL PLANS FOR ANY STRUCTURE TO BE BUILT ON ANY LOT AND SHALL ALSO BE RESPONSIBLE FOR INTERPRETING THE DEVELOPMENT AND CONSTRUCTION STANDARDS CONTAINED HEREIN. THE ARCHITECTURAL COMMITTEE SHALL CONSIST OF NOT LESS

THAN ONE (1) NOR MORE THAN THREE (3) MEMBERS TO BE APPOINTED BY OWNER UNTIL RESIDENCES HAVE BEEN CONSTRUCTED ON ALL LOTS IN FRENCHMAN'S CREEK; AND, THEREAFTER, THE MEMBERS OF THE ARCHITECTURAL COMMITTEE SHALL BE APPOINTED BY THE HOMEOWNERS' ASSOCIATION. PROVIDED, HOWEVER, THAT OWNER MAY AT ANY TIME, IN ITS SOLE DISCRETION, ASSIGN AND TRANSFER THE RESPONSIBILITY FOR THE APPOINTMENT OF THE ARCHITECTURAL COMMITTEE TO THE ASSOCIATION.

B. ARCHITECTURAL PLANS TO BE SUBMITTED AND APPROVED IN ACCORDANCE HERewith SHALL INCLUDE, AT A MINIMUM, THE FOLLOWING WITH REGARD TO EACH IMPROVEMENT TO BE CONSTRUCTED OR SITUATED UPON ANY LOT IN FRENCHMAN'S CREEK:

- (1) AN ACCURATE SITE PLAN; AND
 - (2) AN ACCURATE FLOOR PLAN; AND
 - (3) ALL EXTERIOR ELEVATIONS; AND
 - (4) THE COMPOSITION OF ALL ROOFING AND EXTERNAL BUILDING MATERIALS.
2. ALL LOTS SHALL BE USED FOR SINGLE FAMILY RESIDENTIAL USE ONLY. NO LOT SHALL BE DIVIDED INTO TWO (2) OR MORE SEPARATE LOTS FOR THE PURPOSE OF ACCOMMODATING TWO (2) OR MORE SEPARATE OWNERS OR DWELLINGS.
3. NO DWELLING UNIT ON ANY LOT SHALL BE CONSTRUCTED WITH LESS THAN THREE THOUSAND FIVE HUNDRED (3,500) SQUARE FEET OF ENCLOSED LIVING AREA FOR ANY ONE SINGLE FAMILY UNIT, EXCLUSIVE OF OPEN PORCHES, GARAGES, OR BREEZEWAYS.
4. EACH DWELLING SHALL HAVE A GARAGE WITH STORAGE FACILITIES FOR AT LEAST TWO (2) CARS. (GARAGE DOES NOT NEED TO BE ATTACHED TO DWELLING.)
5. NO WHITE CHALK WALKS OR DRIVEWAYS WILL BE PERMITTED. MATERIALS MAY BE BRICK, CONCRETE OR ASPHALT. RIVER GRAVEL MAY BE USED FOR WALKWAYS WHEN COMPATIBLE TO DESIGN OF RESIDENCE.
6. NO BUILDING SHALL BE CONSTRUCTED ON ANY LOT IN FRENCHMAN'S CREEK WHICH EXCEEDS A HEIGHT OF MORE THAN TWO (2) STORIES EXCEPT AS DULY APPROVED BY THE ARCHITECTURAL COMMITTEE.
7. NO STRUCTURE SHALL BE ERECTED, ALTERED OR PERMITTED WITH A ROOF MADE FROM COMPOSITION, SHINGLE OR ROLL-TYPE GRANULATED SURFACE MATERIAL. PROVIDED, HOWEVER, CERTAIN HIGH QUALITY COMPOSITION AND EXISTING AND FUTURE TYPES OF SYNTHETIC OR NATURAL ROOFING MATERIALS SUCH AS "TAMKO HERITAGE 30" MAY BE USED UPON WRITTEN APPROVAL OF THE ARCHITECTURAL COMMITTEE.
8. ALL EXPOSED FOUNDATIONS SHALL BE OF BRICK OR STONE. NO CONCRETE BLOCKS, POURED CONCRETE OR ANY OTHER FOUNDATION WILL BE EXPOSED. NO STEM WALLS WILL BE EXPOSED.
9. NO BUILDING OR PART THEREOF, EXCEPT OPEN PORCHES AND TERRACES, SHALL BE CONSTRUCTED AND MAINTAINED ON ANY LOT NEARER TO THE FRONT PROPERTY LINE THAN THE BUILDING LINES ON THE PLAT.
10. FENCES WILL BE CONSTRUCTED OF BRICK, STONE, BRICK AND STONE, BRICK AND FRAME, STONE AND FRAME, SPLIT RAILS, WROUGHT IRON AND FRAME. NO CHAIN LINK FENCES WILL BE ALLOWED FOR ANY REASON. ORNAMENTAL FENCES COMPATIBLE WITH THE ARCHITECTURE OF THE RESIDENCE, CONSTRUCTED OF BRICK, STONE, STONE AND BRICK, BRICK AND FRAME,

STONE AND FRAME, OR SPLIT RAILS, MAY BE BUILT FORWARD OF THE BUILDING LINE SHOWN ON THE PLAT WITH THE EXPRESS WRITTEN CONSENT OF THE ARCHITECTURAL COMMITTEE.

11. NO "GARAGE SALES" OR SIMILAR RETAIL MERCHANDISING OR PROMOTIONS OPEN OR ADVERTISED TO THE GENERAL PUBLIC SHALL BE PERMITTED.
12. NO FENCE, EXCEPT AS PROVIDED ABOVE, SHALL BE ERECTED NEARER TO THE FRONT LOT LINE THAN THE TWENTY-FIVE FOOT (25') BUILDING LINE OR NEARER TO THE SIDE STREET LOT LINE THAN THE SIDE STREET BUILDING LINE SHOWN ON THE PLAT WITHOUT THE EXPRESS WRITTEN CONSENT OF THE ARCHITECTURAL COMMITTEE.
13. NO EXTERIOR ANTENNAS, INCLUDING, BUT NOT LIMITED TO, TELEVISION AND "CB" RADIO, SHALL BE ERECTED ANYWHERE IN FRENCHMAN'S CREEK WITHOUT THE EXPRESS APPROVAL OF THE ARCHITECTURAL COMMITTEE. ANY OTHER TYPE OF ELECTRONIC RECEPTION DEVICE (EXCEPT TELEVISION SATELLITE DISHES NOT EXCEEDING EIGHTEEN INCHES (18") IN DIAMETER, WHICH ARE PERMITTED), MUST BE CONFINED TO THE BACKYARD AND SITUATED, FENCED AND LANDSCAPED TO PROPERLY SHIELD ITS VIEW FROM ADJACENT LOT OWNERS IN ACCORDANCE WITH THE EXPRESS APPROVAL OF THE ARCHITECTURAL COMMITTEE.
14. NO BUILDING, FENCE, WALL OR ANY TYPE OF STRUCTURE SHALL BE PLACED, BUILT, COMMENCED, ERECTED, OR MAINTAINED, OR ALTERED UNTIL THE SPECIFICATIONS, PLOT PLAN, DRAINAGE AND GRADING PLANS AND OTHER NECESSARY INFORMATION SHALL HAVE BEEN SUBMITTED AND APPROVED IN WRITING BY THE ARCHITECTURAL COMMITTEE. IN PASSING SUCH PLANS, SPECIFICATIONS, PLOT PLANS, DRAINAGE AND GRADING PLANS, THE ARCHITECTURAL COMMITTEE MAY TAKE INTO CONSIDERATION THE SUITABILITY OF THE PROPOSED BUILDING OR OTHER STRUCTURES, AND OF THE MATERIAL OF WHICH IT IS TO BE BUILT, TO THE SITE UPON WHICH IT IS PROPOSED TO ERECT THE SAME, AND THE HARMONY THEREOF WITH THE SURROUNDINGS AND THE EFFECT OF THE BUILDING OR OTHER STRUCTURES AS PLANNED ON THE VIEW FROM THE ADJACENT OR NEIGHBORING PROPERTY.
15. ANY STRUCTURE OTHER THAN THE PRIMARY DWELLING SITUATED ON ANY LOT, INCLUDING WITHOUT LIMITATION, SHACKS, GARAGES, BARNs OR OTHER OUT-BUILDINGS, MUST BE APPROVED BY THE ARCHITECTURAL COMMITTEE AND BE CONSTRUCTED OF THE SAME BUILDING MATERIALS UTILIZED FOR THE PRIMARY RESIDENCE OF SAID LOT. NO IMPROVEMENTS OTHER THAN THE SINGLE DWELLING PERMITTED ON EACH LOT SHALL BE UTILIZED AS TEMPORARY OR PERMANENT RESIDENCE.
16. NO STRUCTURE PREVIOUSLY ERECTED UPON ANOTHER SITE SHALL BE MOVED ONTO ANY LOT.
17. NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON THAT MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.
18. NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON ANY LOT, EXCEPT THAT DOGS, CATS, OR OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSE.
19. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT, EXCEPT ONE SIGN OF NOT MORE THAN FIVE (5) SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT OR SIGNS USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALE PERIOD.

20. NO LOT WILL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD OF GREATER THAN THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION, AND THEN THE CONSTRUCTION SHALL BE COMPLETED WITHIN NINE (9) MONTHS. ALL LOTS SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION AT ALL TIMES.
21. NO CAMPERS, BOATS, TRAILERS, OR OTHER RECREATIONAL VEHICLES SHALL BE PARKED ON OR ANY CLOSER TO THE STREET THAN THE FRONT OF THE DWELLING FOR A PERIOD TO EXCEED TWENTY-FOUR (24) HOURS IN ANY THIRTY (30) DAY PERIOD.
22. NO INOPERATIVE VEHICLE OR MACHINERY SHALL BE STORED ON ANY LOT, AND EACH LOT SHALL BE MAINTAINED FREE OF RUBBISH, TRASH, OR OTHER DEBRIS AND SHALL BE CUT, TRIMMED OR MOWED TO PREVENT GROWTH OF WEEDS OR TALL GRASS.
23. THE OWNER OF EACH LOT SHALL MAINTAIN THE SURFACE DRAINAGE, EITHER NATURAL OR ARTIFICIAL, OVER AND ACROSS THEIR LOT.
24. EACH LOT SHALL RECEIVE AND DRAIN IN AN UNOBSTRUCTED MANNER THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS, AND THE CITY SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY REASON OF THE DISCHARGE OF ANY STORM OR SURFACE WATER FROM A STREET OR EASEMENT ON AN ADJACENT LOT. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THEIR LOT.

SECTION IV. HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED THE FRENCHMAN'S CREEK HOMEOWNERS' ASSOCIATION, INC. (HEREIN REFERRED TO AS THE 'HOMEOWNERS' ASSOCIATION'), A NON-PROFIT CORPORATE ENTITY TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE RESIDENTIAL LOTS WITHIN FRENCHMAN'S CREEK.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE HOMEOWNERS' ASSOCIATION, AND MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE ASSOCIATION AS OF THE DATE OF INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST.

C. COVENANT FOR ASSESSMENTS

OWNER AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THEREFORE, IS DEEMED TO COVENANT AND AGREE TO PAY TO THE HOMEOWNERS' ASSOCIATION ASSESSMENTS TO BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND RECORDED BY OWNER PRIOR TO THE CONVEYANCE OF A LOT WITHIN FRENCHMAN'S CREEK. THE AMOUNT OF ANNUAL ASSESSMENT EACH YEAR SHALL BE DETERMINED BY MAJORITY VOTE OF THE

BOARD OF DIRECTORS UNLESS OTHERWISE PROVIDED IN THE BYLAWS. EACH LOT IN FRENCHMAN'S CREEK SHALL BEAR ITS PRO RATA SHARE OF THIS ANNUAL ASSESSMENT, NOT TO EXCEED 1/34. IN THE EVENT ANY LOT OWNER FAILS TO TIMELY PAY ANY ASSESSMENT, SAID OWNER WILL BE RESPONSIBLE THEREFORE, TOGETHER WITH INTEREST AT THE RATE OF 10% PER ANNUM, PLUS COSTS AND REASONABLE ATTORNEYS' FEES. ANY SUCH UNPAID AMOUNTS SHALL BE A CONTINUING LIEN ON THE LOT AGAINST WHICH IT IS MADE, BUT SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

D. ENFORCEMENT RIGHTS OF THE ASSOCIATION

WITHOUT LIMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE HOMEOWNERS' ASSOCIATION MAY HAVE, THE HOMEOWNERS' ASSOCIATION SHALL BE DEEMED A BENEFICIARY, TO THE SAME EXTENT AS A RESIDENTIAL LOT OWNER, OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DOCUMENT, AND SHALL HAVE THE RIGHT TO ENFORCE ALL THE COVENANTS TO THE SAME EXTENT AS A LOT OWNER.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON OWNER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. STREETS, EASEMENTS AND UTILITIES, ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO AND WHETHER OR NOT THEREIN SO STATED THE COVENANTS WITHIN SECTION I. SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS, ARE ESTABLISHED PURSUANT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE TULSA ZONING CODE AND SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE OWNERS OF ANY LOT OR PARCEL WITHIN FRENCHMAN'S CREEK AND SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA. IF THE UNDERSIGNED OWNER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION I., THE SUPPLIER OF UTILITY SERVICE OR THE CITY OF TULSA, OKLAHOMA MAY BRING AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT OR TO RECOVER DAMAGES. IF THE UNDERSIGNED OWNER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II., IT SHALL BE LAWFUL FOR ANY PERSON OWNING ANY LOT OR PARCEL WITHIN FRENCHMAN'S CREEK OR THE CITY OF TULSA TO BRING AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT OR TO RECOVER DAMAGES.

B. DURATION

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL BUT IN ANY EVENT SHALL REMAIN IN FORCE AND EFFECT FOR A PERIOD OF NOT LESS THAN THIRTY (30) YEARS FROM THE DATE OF RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. STREETS, EASEMENTS AND UTILITIES, MAY BE AMENDED OR TERMINATED AT ANY TIME BY WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF THE AFFECTED LOT OR PARCEL AND BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION OR ITS SUCCESSORS WITH THE APPROVAL OF THE CITY OF TULSA, OKLAHOMA. THE COVENANTS AND RESTRICTIONS WITHIN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF THE AFFECTED LOT OR PARCEL AND APPROVED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION AND CITY OF TULSA, OKLAHOMA, AND THE PROVISIONS OF SUCH INSTRUMENT SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY EXECUTED AND RECORDED. OWNER SHALL HAVE FOUR (4) VOTES FOR EACH LOT IT OWNS IN FRENCHMAN'S CREEK. OWNER RESERVES THE RIGHT, IN ITS SOLE DISCRETION, AS LONG AS IT OWNS ANY LOT IN FRENCHMAN'S CREEK, TO AMEND ANY OF THE TERMS AND CONDITIONS AND RESTRICTIONS WITHIN SECTION III.

D. SEVERABILITY

INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OF ANY PART HEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, FRENCHMAN'S CREEK LAND COMPANY, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THE ____ DAY OF DECEMBER, 1999.

FRENCHMAN'S CREEK LAND COMPANY, L.L.C., AN
OKLAHOMA LIMITED LIABILITY COMPANY

BY: URBAN DEVELOPMENT COMPANY, AN
OKLAHOMA CORPORATION, ITS MANAGER

BY: _____

GARY BURTON, PRESIDENT AND
DULY AUTHORIZED AGENT

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF DECEMBER, 1999, BY GARY BURTON, PRESIDENT OF URBAN DEVELOPMENT COMPANY, MANAGER OF FRENCHMAN'S CREEK LAND COMPANY, AN OKLAHOMA LIMITED LIABILITY COMPANY.

MY COMMISSION EXPIRES

NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, THEODORE A. SACK, OF SACK AND ASSOCIATES, INC., A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND

DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS 'FRENCHMAN'S CREEK', A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

EXECUTED THIS ____ DAY OF DECEMBER, 1999.

THEODORE A. SACK
REGISTERED PROFESSIONAL LAND
SURVEYOR, OKLAHOMA NO. 1139

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

THE FOREGOING CERTIFICATE OF SURVEY WAS ACKNOWLEDGED BEFORE ME ON THIS ____
DAY OF DECEMBER, 1999 BY THEODORE A. SACK.

MY COMMISSION EXPIRES

NOTARY PUBLIC