

**BYLAWS OF
SILVERWOOD
HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is Silverwood Homeowners' Association, Inc. The principal office of the corporation shall be located at 2703 South 80th East Avenue, Tulsa, Oklahoma, but the meetings of members and directors may be held at such places within Tulsa County, Oklahoma, as may be designated by the Board of Directors.

**ARTICLE II
DEFINITIONS**

Section 1. "Association" shall mean and refer to Silverwood Homeowners' Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to the following described real property:

All of Silverwood, a subdivision of the Southeast Quarter of the Southwest Quarter (SE 1/4 of SW 1/4), Section 25, Township 18 North, Range 13 East of the Indian Base and Meridian, City of Bixby, Tulsa County, State of Oklahoma.

Section 3. "Common Area" shall mean all real property owned or maintained by the Association for the common use and enjoyment of the owners, and shall include but not be limited to the following:

Reserve 'A', Reserve 'B', Reserve 'C' and Reserve 'D' designated on the recorded plat of Silverwood and the perimeter fencing easements heretofore established within the Deed of Dedication of the recorded plat of Silverwood Addition or hereafter established by separate grant or conveyance.

Section 4. "Lot" shall mean and refer to any single family lot shown upon the recorded subdivision plat of Silverwood.

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 an interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Silverwood Development, Inc. its successors and assigns, if such successors or assigns should acquire all of the lots within Silverwood then owned by Silverwood Development, Inc., and the lots so acquired exceed ten (10) in number.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants and Restrictions applicable to the Properties recorded in Book 6558 at Page 2310 of the Office of the county Clerk of Tulsa County, State of Oklahoma.

Section 8. "Member" shall mean and refer to each person entitled to membership as provided in the Declaration.

ARTICLE III
MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, at a date, time and place to be set by the Board of Directors. Each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, or within ten (10) days thereof as may be determined by the Board of Directors.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4th) of all the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of the notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association or supplied by the member to the Association for the purpose of notice. The notice of meeting shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10th) of the votes of each class of membership shall constitute a quorum for any action 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, the members present shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. Proxies shall be in writing and filed with the Secretary. Each proxy shall be revocable and shall automatically cease upon conveyance of the Lot of the member who had given the proxy.

ARTICLE IV
BOARD OF DIRECTORS: SELECTION. TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors, who need not be members of the Association. The initial Board of Directors shall consist of the three persons, designated by the Certificate of Incorporation of the Association, which shall serve until the first annual meeting of the membership, or until their successors are elected, and thereafter the Board shall consist of five (5) Directors.

Section 2. Term of Office. At the first annual meeting the members shall elect one Director for a term of one year, two Directors for a term of two years, and two Directors for a term of three years; and at each annual meeting thereafter, the members shall fill any expiring directorship by electing a Director for a term of three years.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be elected by the remaining members of the Board, and shall serve for the unexpired term of his predecessor.

Section 4. 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 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Nominees may be members or non-members of the Association.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot, if requested by any member. At the election each member of his proxy may cast, for each vacancy, as many votes as the member is entitled to cast as set forth within the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is prohibited.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. If a regularly scheduled meeting should fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. The initial Board of Directors need to meet on a monthly basis, and may conduct necessary business at special meetings called as provided for in Section 2 below.

Section 2. Special Meetings. Special Meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. An act or decision of the Board shall require the vote of a majority of the Directors present at a duly held meeting at which a quorum is present.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have 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) suspend the voting rights and right to use of the Common Area and facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association;
- (c) suspend the right to use of the Common Area and facilities after notice and hearing, for a period not to exceed sixty (60) days, for infraction of published rules and regulations;
- (d) exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, the Certificate of Incorporation, or the Declaration;
- (e) declare of the office of a member of the Board of Directors to be vacant in the event the member shall be absent from three consecutive regular meetings of the Board of Directors; and
- (f) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at a special meeting when the statement is requested in writing by members having one-fourth (1/4th) of the votes of the Class A membership;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

- (c) as more fully provided in the Declaration, to:
 - (1) fix the amount of the annual assessment against each lot at least 30 days in advance of each annual assessment period;
 - (2) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or bring an action at law against the owner personally obligated to pay the same.
- (d) issue, or to authorize 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 a certificate. If a certificate states an Assessment has been paid, the certificate shall be conclusive evidence of payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and
- (g) cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The offices of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board of Directors may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board may elect other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. A resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of the resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to a vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The Offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

- (a) President. the President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.
- (b) Vice President. The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
- (c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring the seal, serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.
- (d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year, and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and shall deliver a copy to each of the members.

ARTICLE IX COMMITTEES

The Association shall appoint a Nominating Committee, as provided in these By-laws, and shall appoint other committees as deemed appropriate.

ARTICLE X
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Certificate of Incorporation, and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI
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. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE XII
CORPORATE SEAL

The Association shall have seal in circular form having within its circumference the words: Silverwood Homeowners' Association, Inc.

ARTICLE XIII
AMENDMENTS

Section 1. These Bylaws may be amended by the Board of Directors, or at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Certificate of Incorporation and these Bylaws, the Certificate will control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIV
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Directors of Silverwood Homeowners' Association, Inc. have hereunto set our hands this pt day of October, 2001.

John L. Tracy
John L. Tracy
David L. Tracy
David L. Tracy
Del Davis
Del Davis

CERTIFICATION

I, the undersigned, hereby certify that I am the duly elected and acting Secretary of Silverwood Homeowners' Association, Inc., an Oklahoma corporation, and that the foregoing Bylaws of said Association were duly adopted at a meeting of the Board of Directors thereof, held on the 1st day of October, 2001.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed the seal of the Association this 1st day of October, 2001.

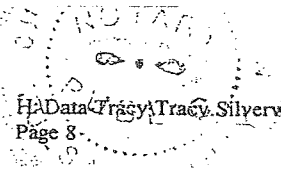
Del Davis, Secretary

STATE OF OKLAHOMA)
) ss:
COUNTY OF Tulsa)

The foregoing Certification was acknowledged before me this 1st day of October, 2001, by Del Davis, Secretary of Silverwood Homeowners' Association, Inc., an Oklahoma corporation.

Christine Whalen (signature on file)
Notary Public

My Commission Expires:
January 26, 2002



DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

SILVERWOOD DEVELOPMENT, INC., an Oklahoma Corporation is the OWNER of the following described property:

All of the SE/4 SW/4, Section 25, Township 18 North, Range 13 East of the Indian Base and Meridian according to the U.S. Government Survey thereof, City of Bixby, Tulsa County, State of Oklahoma.

and has caused the same to be surveyed, staked and platted into blocks, lots and streets and has designated the same as "SILVERWOOD", a subdivision in the City of Bixby, Tulsa County, State of Oklahoma (the "Subdivision").

SECTION I

STREETS, EASEMENTS AND UTILITIES

A. Public Streets and General Utility Easements:

1. The undersigned OWNER does hereby dedicate for public use all of the streets as shown on the accompanying plat.
2. The undersigned OWNER does hereby dedicate for public use the easements and right-of-way shown on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, any and all public utilities including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, 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 and right-of-ways for the uses and purposes aforesaid; PROVIDED, HOWEVER, that the Owner hereby reserves the right to construct, maintain, operate, lay and relay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along the public street and utility easements, shown on the plat for the purpose of furnishing water and sewer services to the area included in the plat.
3. No building structure, or other above or below ground obstruction that will interfere with the purposes aforesaid, shall be placed, erected, installed or permitted upon the easements or right-of-ways as shown.
4. The foregoing covenants concerning streets and easements shall be enforceable by the City of Bixby and the owner of each lot agrees to be bound hereby.

B. Underground Service:

1. Overhead lines for the supply of electric, telephone and cable television services may be located within the East and South perimeter easements of the subdivision. Street light poles or standards may be served by overhead line or underground cable and elsewhere throughout the subdivision. All supply lines including electric, telephone, cable television and gas lines shall be located underground in the easement way dedicated for general utility services and in the rights-of-way of the public streets as depicted on the accompanying Plat. Service pedestal and transformers, as sources of supply a secondary voltages, may also be located in the easement ways.

2. Underground service cables and gas service lines to all structures which may be located within the subdivision may be run from the nearest gas main, 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 or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, effective and non-exclusive right-of-way easement on the lot, covering a 5 foot strip extending 2.5 feet on each side of the service cable or line extending from the gas main, service pedestal or transformer to the service entrance on the structure.

3. The supplier of electric, telephone, cable television and gas services, through its agents and employees, shall at all times have the right of access to all easement ways 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 underground electric, telephone, cable television or gas 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, cable television or gas facilities. Each supplier of service shall be responsible for ordinary maintenance of underground facilities, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.

5. The foregoing covenants set forth in this Paragraph B shall be enforceable by each supplier of the electric, telephone, cable television or gas service and the owner of the lot agrees to be bound hereby.

C. Water and Sewer Services:

1. The Owner of each lot shall be responsible for the protection of the public water and sewer mains located on or in the lot.
2. Within the depicted utility easement area, if the ground elevations are altered from the contours existing upon the completion of the installation of a public water or sewer main, all ground level apertures, to include: valve boxes, fire hydrants and manholes will be adjusted to the new grade by the owner or at the owner's expense.
3. The City of Bixby or its successors shall be responsible for ordinary maintenance of public water and sewer mains, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, or agents or contractors of

the owner.

4. The City of Bixby or its successors, through its proper agents and employees, shall at all times have right of access with their equipment to all such easement-ways shown on the plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground water or sewer facilities.
5. The owner of a lot shall be responsible for the repair of damage to landscaping and paving occasioned by necessary maintenance or repair of the public water or sewer facilities within the easement areas situated upon such owner's lot; provided, however, the City of Bixby shall use reasonable care in the performance of such activities.
6. The foregoing covenants concerning water and sewer easements and services shall be enforceable by the City of Bixby and the owner of each lot agrees to be bound hereby.

D. Gas Service:

1. The supplier of gas service through its agents and employees shall at all times have the right of access to all such easements shown on the Plat or as provided for in this Certificate of Dedication for the purpose of installing, removing, repairing, or replacing any portion of the facilities installed by the supplier of gas service.

2. The Owner of the lot shall be responsible for the protection of the underground gas facilities located in their lot and shall prevent the alteration, grade, or any other construction activity which would interfere with the gas service. The supplier of the gas service shall be responsible for the ordinary maintenance of said facilities, but the Owner shall pay for damage or relocation of facilities caused or necessitated by acts of the Owner, or its agents or contractors.

3. The foregoing covenants set forth in this Paragraph shall be enforceable by the supplier of the gas service and the Owner of the lot agrees to be bound hereby.

E. Paving and Landscaping Within Easements:

The owner of the lot shall be responsible for the repair of damage to landscaping and paving occasioned by necessary installation of or maintenance to the underground water, sewer, storm sewer, gas, communication, cable television or electric facilities within the utility easement areas depicted upon the accompanying plat, provided however, the City of Bixby, Oklahoma or the supplier of the utility service shall use reasonable care in the performance of such activities.

SECTION II

SURFACE DRAINAGE AND LIMITS OF NO ACCESS

A. 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. No lot owner shall modify or change the direction of drainage of surface stormwater

from the original approved Final Plat. The lot owner shall prevent the alteration of grade within all easement areas from the original contours (finish grade) or allow any construction activity which may interfere with such public water mains, valves, and/or public sanitary sewer facilities. The covenants set forth in this paragraph shall be enforceable by any affected lot owner and by the City of Bixby, Oklahoma.

B. Limits Of No Access:

The Owner hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to East 111th Street South within the bounds designated as "Limits Of No Access" (L.N.A.) on the accompanying plat, which "Limits Of No Access" may be amended or released by the Bixby Planning Commission, or its successor, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto.

SECTION III

PUBLIC IMPROVEMENTS AND MAINTENANCE

- A. All streets shall be graded, base material applied and surfaces paved in accordance with the Engineering Design Standards of the City of Bixby to include curbs and gutters, street name signs in place, visual screens established, utilities and street lights installed, drainage structures constructed in accordance with the approved plans on file in the office of the City Engineer by the owner, at his expense, and in compliance with the Engineering Design Standards of the City of Bixby. Any exterior sidewalks along 111th Street shall be constructed at the time of actual development. The streets, exterior sidewalks and storm sewers shall be maintained in good repair by the owner for a period of two (2) years after the City's written acceptance of the construction, and all other improvements shall be maintained in good repair by the owner for a period of one (1) year after the City's written acceptance of the construction.
- B. Interior sidewalks shall be constructed by each Lot Owner in compliance with the Engineer Design Standards of the City of Bixby prior to final inspection by the City of Bixby of the house construction on said lot and shall be maintained in good repair by the house builder and lot owner for a period of two (2) years.

SECTION IV

ZONING AND DEVELOPMENT RESTRICTIONS

WHEREAS, the Owner desires to establish restrictions for the purpose of providing for an orderly development and to insure adequate restrictions

for the mutual benefit of the Owner, its successors and assigns, and the City of Bixby, Oklahoma.

THEREFORE, the Owner does hereby impose the following restrictions and covenants which shall be covenants running with the land and shall be binding upon the Owner, its successors and assigns, and shall be enforceable as hereinafter set forth.

A. Use of Land:

1. The development of SILVERWOOD shall be subject to the provisions of the Bixby Zoning Ordinance, as the same existed on _____, or as subsequently amended.

2. All lots shall be known and described as residential lots and shall be limited to use for detached single-family residences and purposes.

SECTION V

HOMEOWNERS' ASSOCIATION

1. Formation of Homeowners' Association:

The Owner/Developer has formed or shall cause to be formed the Silverwood Homeowners' Association, Inc. (hereinafter referred to as the "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, including but without limitation the landscaping, fencing, reserves, and detention facilities and enhancing the value, desirability and attractiveness of SILVERWOOD.

2. Membership:

Every person or entity who is a record owner of the fee interest of a lot shall be a member of the 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.

3. Covenant for Assessments:

The Owner/Developer and each subsequent owner of a lot, by acceptance of a deed therefore, is deemed to covenant and agree to pay to the Association assessments to be established by the Board of Directors in accordance with a declaration to be executed and recorded by the Owner/Developer prior to the conveyance of a lot within SILVERWOOD. An assessment shall be a lien on the lot against which it is made, but the lien shall be subordinate to the lien of any first mortgage.

4. Certain Rights of the Association:

Without limitation of such other powers and rights as the Association may have, the Association shall be deemed a beneficiary, to the same

extent as a lot owner, of the various covenants set forth within this document, and shall have the right to enforce the covenants to the same extent as a lot owner.

5. Improvements Within the Fence Easements:

The front, wall and other improvements constructed within the easements as shown on the recorded plat of SILVERWOOD, will be maintained by the Homeowners' Association.

6. A Detention Pond to be constructed on Lots 6,7,8,9,10,11 and 12, Block 6

- A. The Owner does hereby dedicate for public use on, over and across Lots 6, 7, 8, 9, 10, 11 and 12, Block 6 for the purpose of permitting the flow, conveyance, detention, and discharge of stormwater runoff from the various lots within SILVERWOOD and from properties not included within SILVERWOOD. Use of this public area by members of the Association will be permitted. Playground equipment will not be permitted within this public area without the approval of the City of Bixby.
- B. The detention and drainage facilities constructed within said Lots shall be in accordance with standards and specifications approved by the City of Bixby, Oklahoma.
- C. The detention facility, as long as it is in existence shall be maintained by the Association to be formed pursuant to Section V.
- D. Upon action and approval by the City of Bixby City Council acting on a written request by the current Owner/Developer, the detention facility located on Lots 6,7,8,9,10,11, and 12, Block 6 shall be terminated and said lots may be then used for single-family residences according to the then existing requirements of the City of Bixby, provided however as a prerequisite for the approval by the City of Bixby of such use as single family residential lots, provisions for a new detention facility capable of meeting or exceeding the stormwater detention requirements of the terminated detention facility and complying with all current requirements of the City of Bixby, has been constructed and approved by the City; and the operation / maintenance of the detention facility has been defined and approved by the City.
- E. Maintenance by The Association shall be in accordance with the following standards.
- (1) The detention easement areas shall be kept free of litter.
 - (2) The detention easement areas shall be mowed during the growing season at intervals not exceeding 4 weeks.
 - (3) Other work necessary to achieve the intended drainage and detention function.
 - (4) The detention facility shall be properly maintained as required to prevent the accumulation of any silt or debris and to prevent any erosion.

- (5) The inlet and outlet structures shall be maintained and/or repaired as required to insure the proper operation of the detention facility in accordance with the regulations of the City of Bixby.
- (6) In the event The Association should fail to properly maintain the detention easement area as above provided, the City of Bixby, Oklahoma, or its designated contractor may enter the detention easement area and perform such maintenance, and the cost thereof shall be paid by The Association.

7. Reserve "A", "B" & "C":

A. Reserve "A" shall be limited to use as open space and maintained by The Association. Landscaping and other improvements proposed within this reserve shall be approved by the City of Bixby prior to their installation. Public utilities as required, will be permitted within this Reserve.

B. Reserve "B" - Stormwater Detention & Recreational Use:

- (1) The Owner does hereby dedicate for public use on, over and across Reserve "B" for the purposes of permitting the flow, conveyance, Detention and discharge of stormwater runoff from the various Lots within SILVERWOOD and from properties not included within SILVERWOOD. Use of this reserve by members of The Association will be permitted. Playground equipment will not be permitted within this reserve without the approval of the City of Bixby.
- (2) The detention and drainage facility constructed with Reserve "B" shall be in accordance with standards and specifications approved by the City of Bixby, Oklahoma.
- (3) The detention facility shall be maintained by The Association to be formed pursuant to Section V.

Maintenance by The Association shall be in accordance with the following standards.

- a. The detention easement areas shall be kept free of litter.
- b. The detention easement areas shall be mowed during the growing season at intervals not exceeding 4 weeks.
- c. The paved swale within the detention facility shall be kept free of silt.
- d. The detention facility shall be properly maintained as required to prevent the accumulation of any silt or debris and to prevent any erosion.
- e. The inlet and outlet structures shall be maintained and/or repaired as required to insure the proper operation of the detention facility in accordance with the regulations of the City of Bixby.
- f. Other work necessary to achieve the intended drainage and

detention function.

- (4) In the event The Association should fail to properly maintain the detention easement area as above provided, the City of Bixby, Oklahoma, or its designated contractor may enter the detention easement area and perform such maintenance, and the cost thereof shall be paid by The Association.

C. Reserves "C" & "D" are hereby reserved for the Overland Flow of Storm Water and Public Utility Use. Maintenance of these Reserves will be by The Association.

SECTION VI

DEVELOPMENT AND CONSTRUCTION STANDARDS

1. Architectural Committee:

No building, fence, or wall shall be erected, placed or altered on any lot in the subdivision until the plans, specifications, materials thereof, and plot plan have been approved in writing by a majority of an architectural committee composed of John L. Tracy, Delmar Davis, and David L. Tracy or their duly authorized representative, representatives, or successors. In the event of the death or resignation of any member of the above named committee, the remaining member or members shall have full authority to approve or disapprove such plans, specifications, materials, and plot plans, or to designate a representative or representatives with the like authority, and said remaining member or members shall have authority to fill any vacancy or vacancies created by the death or resignation of any of the aforesaid members. In the event the Architectural Committee fails to approve or disapprove plans, specifications, materials, and/or plot plan submitted to it as herein required within ten (10) days after such submission, or in the event no suit to enjoin the erection of such building or the making of such alteration has been commenced prior to the completion thereof, such approval shall not be required, and this covenant shall be deemed to have been fully complied with. The Architectural Committee's purpose is to promote good design and compatibility within the subdivision and in its review of plans or determination of any waiver as hereinafter authorized may take into consideration the nature and character of the proposed building or structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. The Architectural Committee shall not be liable for any approval, disapproval, or failure to approve hereunder and its approval of building plans shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage, or code violations. The approval, disapproval, or failure to approve of any building plans shall not be deemed a waiver of any restriction, unless the Architectural Committee is hereinafter authorized to grant the particular waiver.

Nothing herein contained shall in any way be deemed to prevent any of the owners of property in this subdivision from maintaining any legal action relating to improvements within this subdivision which they would otherwise be entitled to maintain. The powers and duties of the Architectural Committee or its designated representatives shall be deemed transferred to The Silverwood

Homeowner's Association when a residence is built on ninety-five percent (95%) of the lots or upon written assignment to the Silverwood Homeowner's Association by the Architectural Committee, whichever occurs first, and thereafter the foregoing powers and Duties shall be exercised by the Board of Directors of the Silverwood Homeowner's Association.

2. All lots shall be single-family residential lots only. All houses shall have a minimum of 2,000 square feet of finished heated living area; however, houses with 1800 square feet of finished heated living area and 200 square feet or more of covered porches can be approved by the Architectural Committee. Two story and one and one-half story structures shall have a minimum of 1,200 square feet of finished heated living area on the first floor. The computation of living area shall not include any basement, garage, or attic area used for storage.

3. No building or part thereof shall be constructed and maintained on any lot nearer to the front property line than the building lines on the recorded plat of said Addition. No residence shall be built nearer than five (5) feet on one side of the lot and ten (10) feet on the other, except on the street side of corner lots where the building setback line as shown on the plat governs.

4. A garage providing space for a minimum of two automobiles shall be provided on each lot. Garages shall be enclosed and carports are not permitted. Glass window panes will not be permitted in the garage doors.

5. No exposed foundation or stem wall will be allowed.

6. The exteriors of all structures shall be constructed of a minimum of fifty percent (50%) masonry to the first floor plate line provided however, that the area of all windows and doors located in exterior walls shall be excluded in the determination of the area of exterior walls. Brick, stone, stucco, and Dryvit type systems shall all qualify as masonry.

7. If aluminum windows are used on any residence, the frame of the windows shall not appear unfinished. No mill finish shall be permitted.

8. No building shall have a roof pitch of less than 6/12 except porches and outbuildings. No porch or outbuilding shall have a roof pitch of less than 3/12.

9. All roofs shall be constructed of TAMKO-HERITAGE II SELF SEAL, twenty-five (25) year composition roof shingle or equal, as approved by the Architectural Committee. The approved shingle colors choices are weathered wood, antique slate, rustic black, and oxford grey or equal, as approved by the Architectural Committee.

10. No above-ground swimming pools shall be permitted on any lot in SILVERWOOD unless approved by the Architectural Committee and a six foot wood privacy fence is installed around the perimeter of the lot to screen the pool from the adjoining neighbors and streets.

11. No existing or off-site building residence may be moved onto or placed on any lot in the subdivision.

12. Outbuildings will be permitted, provided that they are architecturally compatible with the house, approved by the Architectural Committee prior to construction, and a six (6) foot privacy fence is installed on the perimeter of

the lot to screen it from adjoining neighbors and the street. Outbuildings shall include any enclosed structure not directly attached to the residence and appurtenant thereto, provided the Architectural Committee may waive this restriction in the particular instance.

13. No retaining wall or any other permanent structure or improvement shall be built without prior approval of the Architectural Committee.

14. Fences: (a) No fencing shall extend beyond the building line of any residence. (b) If a residence is built behind the front building line of a lot, a fence may not extend beyond that point nearest the street at each end corner. (c) Fences shall be six foot wood privacy fence or chain link with wood posts and top rail. Fences other than those listed must be approved by the Architectural Committee. (d) No fence in excess of six (6) feet in height shall be permitted except the fences installed by the Owner/Developer along 111th Street and at the entrances. No chain link dog pens shall be permitted on any lot unless the residence also has a six (6) foot privacy fence installed around the perimeter of their lot.

15. Each lot shall receive and drain in an unobstructed manner the storm and surface waters from lots and drainage areas of high elevation and from public streets and easements, and the City of Bixby shall not be liable for any damages caused by reason of the discharge of any storm or surface waters from a public street or easement on an adjacent lot. No 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.

16. The owner of each lot shall maintain the surface drainage, either natural or artificial, over and across his lot.

17. Exterior antennas, including, but not limited to, television and "CB" radio, antennas shall be prohibited including satellite dishes with the following exception. Small satellite dishes which do not exceed twenty (20) inches in diameter shall be allowed as long as the dish is installed on the back or the side of the dwelling and out of view from any street within the subdivision.

18. Boats, trailers, motor homes, boat trailers, travel trailers, campers, inoperative vehicles or commercial vehicles in excess of one ton or other large recreational equipment shall not be parked or stored on any lot except within an enclosed garage.

19. No clothes line poles or other outdoor drying apparatus will be permitted on any lot, nor shall any trash container be exposed to any street except within twenty-four (24) hours of curb side collection.

20. All residences must use a brick mailbox pedestal of a design acceptable to the Architectural Committee. The mailbox shall be positioned so that it is accessible from the curb and within six (6) feet from the "inside edge" of the driveway. "Inside edge" shall mean the edge of the driveway which borders the largest continuous lot area.

21. No obnoxious or offensive trade or activity shall be conducted on any lot in this subdivision, nor shall anything be done thereon which may be, or may become a nuisance or annoyance to the neighborhood.

22. No animals, livestock or poultry of any kind may be maintained, bred, sold or kept in this Addition except that two dogs, two cats, or any other household pets may be kept provided they are not used for commercial purposes.

23. 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. During the construction and sales period, the Architectural Committee may permit temporary uses in furtherance of construction, sales, and promotion which might otherwise be prohibited, to the extent such temporary uses are permitted by the ordinances of the City of Bixby.

24. 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 with nine (9) months. All lots shall be maintained in a neat and orderly condition at all times.

Section VII

ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, SEVERABILITY, AND DEFINITIONS

A. Enforcement and Duration

The restrictions herein set forth are covenants to run with the land and shall be binding upon the undersigned Owner/Developer, its grantees, successors and assigns and all parties claiming under for a period of twenty-five (25) years from the date of recording hereof, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless amended or terminated as hereafter provided. If the undersigned Owner/Developer, or its successors or assigns shall violate any or the covenants hereon, it shall be lawful for the City of Bixby or any person owning a lot situated within the subdivision to maintain an action at law or equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from doing so or to compel compliance with the covenants or to recover damages for such violations.

B. Amendment or Termination By Owner/Developer

The Owner/Developer of Silverwood reserves the right in its sole discretion and without joinder of any Owner at any time so long as it is the Owner of any Lot or portion thereof to amend, revise or abolish any one or more of the above covenants and restrictions by instrument duly executed and acknowledged by it as the developer and filed in County Clerk's Office in the Court House of Tulsa County, Oklahoma.

C. Minor Amendments

The foregoing restrictions shall be deemed amended (without necessity of execution of an amending document) to conform to amendments to bulk and area requirements that may subsequently be approved by the Bixby Metropolitan Area Planning Commission pursuant to its review of a minor amendment processed in accordance with the provisions of the Bixby Zoning Code, and the filing of a certified copy of the minutes of the Bixby Metropolitan Area Planning Commission with the Tulsa County Clerk.

D. Severability

These restrictive covenants, together with the other documents incorporated by reference, shall be construed as an entity and the pertinent sections of all instruments as a whole. The invalidity of any phrase, clause or provision herein contained, by an order, judgement, or decree of any court, or otherwise shall not serve to render the balance of this instrument void or unenforceable, and the same shall be thereafter construed as if such phrase, clause or provision were not contained, or to otherwise give maximum effect to the intent of the undersigned. Failure of the Grantor, or any successor in title, to enforce any given restriction or covenant, or condition at any time, or from time to time, shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these restrictions and protective covenants. The captions hereon contained or otherwise appearing are for the sake of convenience only. In matters pertaining to the appearance of specific homes in SILVERWOOD and the overall appearance of SILVERWOOD Addition, the Architectural Committee shall be responsible for interpreting these covenants, or deciding the standard to be used in the event a covenant becomes invalid or unenforceable. A decision properly rendered according to the By-laws of the Silverwood Homeowners' Association shall then become a fully enforceable part of these restrictive covenants.

E. Definitions

In the event of ambiguity of any word or term set forth herein, the meaning thereof shall be deemed to be defined as set forth within the City of Bixby Zoning Code as the same existed on January 1, 2000 or as subsequently amended.

CERTIFICATE OF OWNER

IN WITNESS WHEREOF said SILVERWOOD DEVELOPMENT, INC., an Oklahoma Corporation, as owner, does hereby certify that it has caused the land described in this plat to be surveyed, divided, mapped, dedicated and access rights reserved as represented on the plat and have caused these presents to be executed by its President, hereunto duly authorized this _____ day of _____, 2001.

SILVERWOOD DEVELOPMENT, INC.,
an Oklahoma Corporation

By: _____
John L. Tracy, President

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2001, personally appeared John L. Tracy, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and as its President acknowledged to me that he executed the same as his free and

voluntary act and deed and as the free and voluntary act and deed of such Corporation for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires: _____

CERTIFICATE OF SURVEY

I, Jack C. Cox, of Cox & Associates, Inc. Engineers of Tulsa, Oklahoma, a Registered Professional Land Surveyor in the State of Oklahoma, hereby certify that I have at the instance of the Owner designated above, caused the above described survey to be performed under my supervision and I have fully complied with requirements of the City of Bixby's subdivision regulations and the subdivision laws of the State of Oklahoma governing surveying, dividing and mapping of the land; herein described above, and that said plat designated herein as "SILVERWOOD", an addition to the City of Bixby, Tulsa County, State of Oklahoma, is a correct representation of all exterior boundaries of the land surveyed and the subdivision of it. The survey was made on the ground using generally accepted practices and meets or exceeds the Oklahoma minimum standards for the practice of land surveying.

WITNESS my hand and seal this _____ day of _____, 2001.

COX & ASSOCIATES, INC.

By: _____
JACK C. COX, Registered Professional
Land Surveyor, #531

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2001, personally appeared Jack C. Cox, to me known to be the identical person who subscribed his name as Registered Professional Land Surveyor to the foregoing certificate as his free and voluntary act and deed, for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires: _____