

6.1.5. To contract for casualty, liability and other insurance on behalf of the Homeowners Association as provided in the Covenants, Conditions and Restrictions;

6.1.6. To cause the common elements to be maintained and to contract for goods and/or services for the common element or for the Homeowners Association, subject to the limitations set forth in this Article;

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

6.1.8. To prepare budgets and financial statements for the Homeowners Association as prescribed in these By-Laws;

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

6.1.10. To enter upon any privately owned lot as necessary in connection with construction, maintenance or emergency repair for the benefit of the common elements of the owners;

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

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

6.1.13. To prepare and file annual tax returns with the federal government and the State of Oklahoma and to make such elections as may be necessary to reduce or eliminate the tax

liability of the Homeowners Association. Without limiting the generality of the foregoing, the Board may, on behalf of the Homeowners Association, elect to be taxed, if possible, under Section 528 of the Internal Revenue Code or any successor statute conferring income tax benefits on owners' associations. In connection therewith, the Board shall take such steps as are necessary to assure that the income and expenses of the Homeowners Association for any taxable year shall meet the following limitations and restrictions:

6.1.13.1. At least eighty percent (80%) of the gross income of the Homeowners Association for any taxable year shall consist solely of amounts received as membership dues, fees or assessments from lot owners,

6.1.13.2. At least ninety percent (90%) or more of the expenditures of the Homeowners Association for any taxable year shall be for the acquisition, construction, management, maintenance and benefit of the Homeowners Association's property;

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

6.2. Limitation of the Board's Power.

Except with the vote or written assent of a majority of the voting power of the Homeowners Association residing in members other than Developer, the Board shall be prohibited from taking any of the following actions:

6.2.1. Incurring aggregate expenditures for capital improvements to the common elements in any fiscal year in excess of five percent (5%) of the budgeted gross expenses of the Homeowner Association for that fiscal ear.

6.2.2. Selling during any fiscal year property of the Homeowners Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Homeowner's Association for that fiscal year.

6.2.3. Paying compensation to managers or to officers of the Homeowners Association for services performed in the conduct of the Homeowners Association's business, provided, however, the Board may cause a manager or officer to be reimbursed for expenses incurred in carrying on the business of the Homeowners

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

6.2.4.1. A management contract;

6.2.4.2. A contract with a public utility company if the rates charges for the materials or services are regulated by the Corporation Commission; provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate;

6.2.4.3. Prepaid casualty and/or liability insurance policies of not to exceed three (3) years duration provided that the policy permits for short rate cancellation by the insured;

Any agreement for professional management of the project or any other contract providing for services by Developer shall provide for termination by either party without cause or payment of a termination fee on ninety (90) days or less written notice and shall provide for a maximum contract term of three (3) years.

ARTICLE 7

OFFICERS AND DUTIES

7.1 Enumeration and Term.

The officers of the Homeowners Association shall be a president and vice president, who shall at all times be members of the Board of Managers, a secretary and a treasurer and such other officers as the Board may from time to time by resolution create. The officers shall be elected annually by the Board and each shall hold office for one (1) year unless they shall sooner resign or shall be removed or otherwise disqualified to serve.

7.2 Election of Officers.

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

7.3 Resignation and Removal.

Any officer may be removed from office by a majority of

the Board at any time with or without cause. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignations shall take effect on the date of receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

7.4 Vacancies.

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

7.5 Multiple Offices.

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

7.6 Duties.

The duties of the officers are as follows:

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

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

7.6.3. Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Homeowners Association, together with their addresses, and shall perform such other duties as provided by the Board.

7.6.4. Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Homeowners Association and shall disburse such funds as directed by

resolution of the Board of Managers; shall co-sign all checks and promissory notes of the Homeowners Association; and shall keep proper books of accounts and prepare or have prepared financial statements as required in these By-Laws. The duty of the treasurer to receive and deposit funds and to sign checks in the ordinary course of the Homeowners Association's business may be delegated to a management company as provided in these By -Laws.

7.7. Compensation of Officers.

No officers shall receive any compensation from the Homeowners Association or lot owners for acting as such.

ARTICLE 8

MAINTENANCE AND ASSESSMENTS

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

ARTICLE 9

DISCIPLINE OF MEMBERS; SUSPENSION OF RIGHTS

The Homeowners Association shall have no power to cause forfeiture or abridgment of an owner's right to the full use and enjoyment of his individually owned lot on account of a failure of the owner to comply with provisions of the Covenants, Conditions and restriction's, these By-Laws or of duly enacted rules of operation for the common elements and facilities, except where the loss of forfeiture is the result of the judgment of a court or a decision arising out of arbitration or on account of a foreclosure or sale under a power of sale for failure of the owner to pay assessments levied by the Homeowners Association. Notwithstanding the foregoing, the Board shall have the power to impose reasonable monetary penalties, temporary suspensions of an owner's rights as a member of the Homeowners Association or other appropriate discipline for failure to comply with the Covenants, Conditions and Restrictions, these By-Laws or duly enacted rules; provided that the accused shall be given reasonable notice and the opportunity to be heard by the Board with respect to the

alleged violations before a decision to impose discipline is reached. In the case in which monetary penalties are to be imposed, such penalties shall be according to a schedule of penalties, related to specific offenses, which schedule shall be proposed by the Board and approved by the vote or written assent of a majority of the voting power of each class of membership. Such penalties shall bear a reasonable relationship to the conduct for which the penalty is imposed and may only be imposed prospectively.

ARTICLE 10

BUDGETS, FINANCIAL STATEMENTS, BOOKS AND RECORDS

10.1 Budgets and Financial Statements.

Financial statements for the Homeowners Association shall be regularly prepared and copies shall be distributed to each the Homeowners Association as follows:

10.1.1. A pro forma operating statement (budget) for each fiscal year shall be distributed not less than sixty (60) days before the beginning of the fiscal year.

10.1.2. A balance sheet (as of an accounting day which is the last day of the month closest in time to six (6) months from the date of closing of the first sale of a lot in the project to an individual buyer) and an operating statement for the period from the date of the first closing to the said accounting date, shall be distributed within sixty (60) days after the accounting date. This operating statement shall include a schedule of assessments received and receivable identified by the number of the lot and the name of the lot owner assessed.

10.1.3. A balance sheet as of the last day of the Homeowners Association's fiscal year and an operating statement for said fiscal year shall be distributed within ninety (90) days after the close of the fiscal year. In the event a holder, insurer or guarantor of any first mortgage that is secured by a lot in the project submits a written request therefore, the Homeowners Association will provide an audit statement for the preceding fiscal year.

10.2 Fiscal year.

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

10.3 Inspection of Homeowners Association's Books and Records.

The membership register, books of account and minutes of meetings of the members of the Board and of committees of the Board or Homeowners Association shall be made available for inspection and copying by any member of the Homeowner's Association or by his duly appointed representative at any reasonable time and for a purpose reasonably related to his interest as a member at the office of the Homeowners Association or at such other place within the project as the Board shall prescribe. Such inspection may take place on weekdays during normal hours following at least forty-eight (48) hours written notice to the Board by the member desiring to make the inspection. Any member desiring copies of any document shall pay the reasonable cost of reproduction. Every manager shall have the absolute right at any reasonable time to inspect all books, records and documents of the Homeowners Association and the physical properties owned or controlled by the Homeowners Association. The right of inspection by a manager includes the right to make extracts and copies of documents.

ARTICLE 11

AMENDMENT OF BY-LAWS

These By-Laws may be amended by a vote or written assent of owners by at least seventy -five percent (75%) of the aggregate votes held by the owners as established by the Covenants, Conditions and Restrictions; provided, however, that each of the particular requirements set forth in 60 Okla. Stat. §§ 851 through 855, inclusive, as it now reads or may be hereafter amended shall always be embodied in the By-Laws. Such modification or amendment shall not become operative unless set forth in amended Covenants, Conditions and Restrictions and duly recorded in the office of the County Clerk of Cleveland County, Oklahoma.

ARTICLE 12

MISCELLANEOUS PROVISIONS

12.1 Regulations.

All owners, tenants or their employees or any other person that might use the facilities of the project in any manner are subject to the regulations set forth in these By-Laws and in the project documents and to all reasonable rules enacted pursuant to the Covenants, Conditions and Restrictions. Acquisition, rental or occupancy of any lot shall constitute

acceptance and ratification of the revisions of all such rules and regulations.

12.2 Indemnity of Officers and Managers.

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

12.3 Committees.

The Board shall appoint a nominating committee, as provided in these By-Laws. In addition, the Board of Managers shall appoint other committees as deemed appropriate in carrying out its purposes.

12.4 Notices.

Any notice permitted or required to be given by the project documents may be delivered either personally or by mail or as otherwise specifically provided in the project documents. If delivery is by mail, it shall be deemed to have been given seventy two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid, return receipt requested, addressed to each person at the current address or addressed to the lot of such person if no address has been given to the secretary; provided, however, that notice of regular or special meetings of members may be mailed without a return receipt.

ARTICLE 13

OBLIGATIONS OF THE HOMEOWNERS

13.1 Assessments.

13.1.1. Assessments. Assessments shall be due in advance on the first day of each month. After assessments have been set by the Board of Managers, the Board of Managers shall prepare and deliver or mail to each owner an individual statement of the owner's assessment; thereafter, statements shall be prepared and delivered or mailed only in the event of a change in the assessment, the levying of a special assessment or in the

event an owner becomes delinquent in the payment of the assessments.

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

13.1.2. Special Assessments. In addition to those assessments described in paragraph 13.1.1, above, special assessments may be made from time to time by the Board of Managers to meet other needs or to construct or establish facilities deemed of benefit to the Homeowners Association and the owners by the Board of Managers or to overcome deficits in the monthly operating budgets; however, there shall be no special assessments for additions, alterations or improvements of or to the common elements requiring an expenditure by the Homeowners Association in excess of \$30,000.00 in any one calendar year without the vote of the majority of the owners in accordance with their voting power. Such limitations shall not be applicable, however, to special assessments for the replacement, repair, maintenance or restoration of any common elements which are to be paid for by the Homeowners Association according to the

Covenants, Conditions and Restrictions and these By-Laws and shall not be applicable to the purchase, if any, by the Homeowners Association of a lot for use as an office by the Homeowners

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

ESTABLISHMENT OF BY-LAWS

The undersigned Developer and all of the managers appointed by the Developer, pursuant to the Covenants, Condition and Restrictions and By-Laws, do hereby certify the foregoing to be the By-Laws of the Canyon Lakes Homeowners' Association and, by our signatures hereto, do hereby adopt the foregoing By-Laws on the 12 day of February, 2007.

Williamson Farms, L.L.C., an Oklahoma limited liability company;

By: Williamson Farms Management, L.L.C., Manager

By: [Signature]
Mark Livingston Manager

ACKNOWLEDGMENT

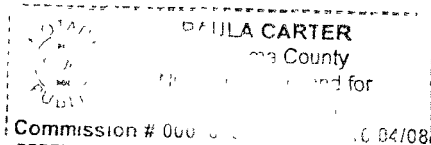
STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me on the 12 day of February, 2007, by Mark Livingston, Manager of Williamson Farms Management, L.L.C., Manager of Williams Farms, L.L.C.

[Signature]
Notary Public

My Commission Expires:

10-04-08



(SEAL)

Appointed Managers:

[Signature]
Jim Meyer

[Signature]
Mark Livingston

[Signature]
John Lynch

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

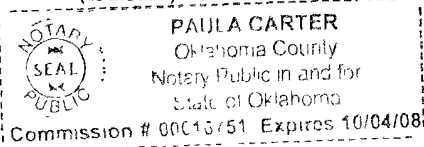
The foregoing instrument was acknowledged before me on the 12 day of February, 2007, by Jim Meyer, an individual.

[Signature]
Notary Public

My Commission Expires:

10-04-08

(SEAL)



ACKNOWLEDGMENT

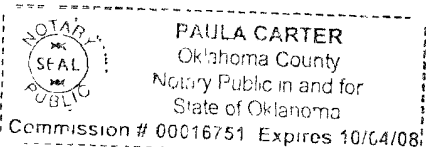
STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me on the 12 day of February 2007, by Mark Livingston, an individual.

[Signature]
Notary Public

My Commission Expires:

10-04-8



ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

12 The foregoing instrument was acknowledged before me on the
day of February, 2007, by John Lynch, an individual.

Paula Carter
Notary Public

My Commission Expires:

10-04-08

(SEAL)

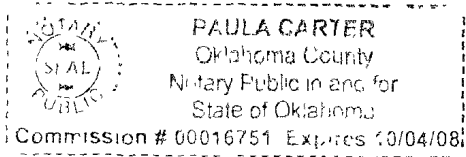


Exhibit "C"

DESIGN GUIDELINES
For
Williamson Farms

DECLARANT:
Williamson Farms, LLC
4101 Perimeter Center Dr.
Suite 350
OKC, OK 73112

Effective: January 1, 2007

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I. INTRODUCTION TO DESIGN REVIEW

A. Purpose of Design Guidelines:

The Design Guidelines provide an overall framework and comprehensive set of standards and procedures for the development of the community in an orderly and cohesive manner. The architectural and improvement design standards, and the landscaping and site standards have been developed to assist in the modifying and landscaping of Homes within Williamson Farms. The standards set forth criteria for design, style, materials, colors, and location of site improvements, landscaping, and signage. The Design Guidelines also establish a process for review of proposed modifications to Homes to ensure that all sites within Williamson Farms are developed with the consistency and quality that attracted you to this community.

B. Governmental Permits: To the extent the City of Oklahoma City, Oklahoma ordinances or any building code or regulation requires a more restrictive standard than the standards set forth in these Design Guidelines or the Declaration of Covenants, Conditions, and Restrictions for Williamson Farms ("Declaration"), the governmental standards shall prevail. To the extent that any governmental standard is less restrictive than these Design Guidelines or the Declaration, the Declaration and Design Guidelines (in that order) shall prevail.

C. Preparer: These Design Guidelines have been prepared by Williamson Farms, LLC (the "Declarant") and adopted by the Declarant pursuant to the Declaration. The Design Guidelines may be changed and amended to serve the needs of an evolving community pursuant to the procedures set forth in the Declaration and in Article IX of these Design Guidelines.

D. Applicability of Design Review: These Design Guidelines govern all property submitted to the Declaration. Unless otherwise specifically stated in the Declaration or these Design Guidelines, all plans and materials for new construction or exterior modifications of improvements on a Home must be approved before any construction activity begins. Unless otherwise specifically stated in these Design Guidelines, no structure may be erected upon any Home site and no improvements (including staking, clearing, excavation, grading and other site work, exterior alteration of existing improvements, and planting or removal of landscaping materials) shall take place without receiving the prior written approval of the appropriate reviewer as described below. Any Owner may remodel, paint, or redecorate the interior of his or her Home without approval. However, alterations to porches, patios, and similar portions of a home visible from outside the structures on the home shall be subject to approval. Where these Design Guidelines specifically allow an Owner to proceed without advance approval, such allowance shall only be effective so long as the Owner complies with the requirements of the stated guideline.

Owners are responsible for ensuring compliance with all standards and procedures within these Design Guidelines. Owners are also governed by the requirements and restrictions set forth in the Declaration and any applicable Supplemental Declaration. In particular, Owners must act in accordance with the Community Wide Standard when undertaking any new construction or exterior modifications, including the installation or removal of landscaping to their homes. In addition, Owners should review and become familiar with the "Use Restrictions" applicable to Williamson Farms promulgated in accordance with Article VII of the Declaration, which address restricted and prohibited activities and conditions within the community.

E. Review Structure: Architectural control and design review for Williamson Farms is handled by either (1) the Declarant or (ii) the Architectural Review Committee. The term "reviewer," as used in these Design Guidelines, shall refer to the appropriate reviewing entity.

1. Declarant: The Declarant has exclusive jurisdiction over all matters relating to architectural control. The Declarant shall review plans and specifications for and shall have jurisdiction over all construction and landscaping on any Home, shall be the conclusive interpreter of these Design Guidelines, shall monitor the effectiveness of these Design Guidelines, and may, but shall not be obligated to promulgate additional design standards and review procedures as it deems appropriate.

Prior to the surrender or termination of this right, the Declarant may, but shall not be obligated to, delegate in writing all or a portion of its rights under this Section to the Architectural Review Committee (the "ARC") appointed by the Association's Board of Directors. In the event of such delegation, ARC jurisdiction shall be limited to such matters as are specifically delegated by the Declarant. In addition, any such delegation shall be subject to (i) the right of Declarant to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated, and (ii) the right of Declarant to veto any decision which Declarant determines, in its sole discretion, to be inappropriate or inadvisable for any reason.

2. Architectural Review Committee: The ARC has Jurisdiction over those responsibilities delegated to it by the Declarant during the Design Review Period. Upon the expiration or termination of the Design Review Period, the ARC has jurisdiction over architectural matters as set forth in Article IV of the Declaration. Members of the ARC will be appointed by the Board.

II. DESIGN REVIEW PROCEDURES

A. Review of New Construction: Plans for new construction upon any Home site must be reviewed and approved by the reviewer, requiring the submission of an Application for Review and payment of the Review Fee, as discussed below. Each Applicant shall submit a conceptual or preliminary site layout, elevation, and floor plan. Also, exterior finishes and color schemes, if available, and information concerning drainage and landscaping shall be provided. Applicants may request an initial meeting with a representative of the reviewer to address any questions about Williamson Farms and the Design Guidelines.

The Application for Review may be waived, in the discretion of the reviewer, for Builders who have been approved for participation in a builder program approved by the Declarant. To be pre-approved, the plans and specifications shall show the nature, kind, shape, color (if available at that time), size, materials and location of all proposed structures and improvements. Any changes made to pre-approved plans and specifications during the construction of improvements shall require approval of the reviewer.

B. Review of Modifications: The review of modifications shall require the submission of an Application for Review to the reviewer. Depending on the scope of the modification, the reviewer may require the submission of all or some of the plans and specifications listed below. In the alternative, the reviewer may require a less detailed description of the proposed modification. The review and approval of modifications shall take place within the same time periods as required for new construction. A form Application for Review is attached to these Design Guidelines as Exhibit "A."

The Owner shall submit the Application for Review requesting review by the reviewer. Such Application for Review shall meet the following requirements:

1. Information Regarding Owner. The Application for Review shall include the following information about the Owner and the site:

- (a) Owner's name, address, and telephone number
- (b) Type of home
- (c) Builder's name, company name, and business telephone number
- (d) Address of the property for the request

2. Nature of Request. The Applicant shall attach a written description of the proposed new construction or modification to the Application for Review.

3. Duplicate. If requested, the Owner shall submit all documents included in the Application for Review in duplicate.

4. Address of Reviewer. All applications for Review shall be addressed to the appropriate committee at the address set forth on the cover of these Design Guidelines.

C. Plans to be Reviewed: The Applicant shall submit one non-returnable set of final plans and specifications of the proposed new construction or modifications, which may consist of any or all of the following, as appropriate (Unless otherwise noted, minimum scale of plans shall be 1/4 inch = 1 foot).

1. Site Plan: Site plan, including building foot print, setback lines, easements, paving, and parking (driveway widths, parking bay sizes), planters, sidewalks, fences, grading and drainage, retaining walls, and other improvements

2. Floor Plans: The floor plan including porches and patios (covered and uncovered), decks and any other structure to be placed on the Home site.

3. Elevations: Front, rear and side exterior elevations showing building materials and finishes, and indicating the maximum height of the home.

4. Roof Plan: Roof plan indicating type and color of materials, pitch, and gable details

5. Landscaping Plan: Landscaping plan showing location of trees, use of approved plants, and other landscaping details Applicants shall use the landscaping checklist attached as Exhibit "B" when compiling the landscape plan.

6. Other: Such other information, data, and drawings as may be reasonably requested, including, without limitation, walls and fences, landscaping, and other features

D. Review Criteria; Variances: While the Design Guidelines are intended to provide a framework for construction and modifications, the Design Guidelines are not all-inclusive. In its review process, the reviewer may consider the quality of workmanship and design, harmony of external design with existing structures, and location in relation to surrounding structures, topography, and finish grade elevation, among other things. Reviewer decisions may be based on purely aesthetic considerations. However, no reviewer shall grant approval for proposed construction that is inconsistent with the Design Guidelines, unless such reviewer grants a variance.

The Declarant, prior to the expiration or termination of the Declarant Review Period and the ARC, after the expiration or termination of the Declarant Review Period, shall have the authority from time to time to adopt and revise lists of recommended landscape materials. The Declarant or ARC may, in its sole discretion, provide that the lists of recommended materials constitute "approved materials" and that the installation of such materials requires no reviewer approval. Alternatively, the reviewer may provide that the purpose of the list(s) is merely to provide guidance and that installation of recommended materials does not relieve the Applicant from any obligations set forth in these Design Guidelines to acquire approval prior to installation.

The reviewer may grant variances when circumstances require deviation. Such circumstances may include, without limitation, topography, natural obstructions, hardship, or environmental considerations. The reviewer shall have the power to grant a variance from strict compliance in such circumstances, so long as the variance does not result in a material violation of the Declaration and is compatible with existing and anticipated uses of the adjoining properties. No variance shall be effective unless in writing and signed by the Declarant or the reviewing committee's chairperson with the support of a majority of the committee members, as appropriate. The ARC may not authorize variances without the written consent of the Declarant so long as the Declarant owns any portion of the Properties or has a right to annex any property described on Exhibit "B" of the Declaration.

E. Review Period: Each Application for Review shall be approved or disapproved within 30 days of submission of all materials required by the reviewer. Within 30 days of receipt of a complete review request, the reviewer shall respond to the Owner. One set of plans shall be returned to the Owner, accompanied by the reviewer's decision. The other set of plans shall be retained for the reviewer's records. The reviewer's decision shall be rendered in one of the following forms:

1. "Approved": The entire application as submitted is approved in total.

2. "Approved as noted": The application is not approved as submitted, but the reviewer's suggestions for curing objectionable features or segments are noted. The Owner may proceed with the work

to be performed, however, in so doing, the Owner must cure the objectionable features or segments that have been noted by the reviewer

3. "Disapproved": The entire application as submitted is rejected in total. The reviewer may provide comments but is not required to do so. If the reviewer fails to respond within 30 days, approval shall be deemed granted. However, no construction or modification that is inconsistent with the Declaration or the Design Guidelines shall be deemed approved, unless the reviewer has granted a variance

F. Appeal: Any Owner shall have the right to appeal a decision of the reviewer by resubmitting the information and documents specified above. However, such appeal shall be considered only if the applicant has modified the proposed construction or modification or has new information which would, in the reviewer's opinion, warrant reconsideration. If the reviewer does not allow an appeal or if the reviewer, after appeal, again rules in a manner aggrieving the Owner, the reviewer's decision shall be final. In the case of a disapproval and resubmission, the reviewer shall have 10 days from the date of each resubmittal to approve or disapprove any resubmission. The filing of an appeal does not extend any maximum time period for the completion of any new construction or modification.

G. City of Oklahoma City Approval: The review and approval of plans and specifications shall not be a substitute for compliance with the permitting and approval requirements of the City of Oklahoma City or other governmental authorities. It is the responsibility of the Owner to obtain all necessary permits and approvals. Likewise, approval of plans and specifications by the City of Oklahoma City does not replace the need to obtain approval from the reviewer.

H. Implementation of Approved Plans: All work must conform to approved plans. If it is determined by the reviewer that work completed or in progress on any Home is not in compliance with these Design Guidelines or any approval issued by the reviewer, the reviewer shall notify the Owner of the Home on which such noncompliance is located or shall notify the Board. If the reviewer notifies the Board, the Board shall notify the Owner. In either case, the reviewer or the Board shall give, within 30 days of the inspection, written notice to the Owner of such noncompliance, which notice shall specify in reasonable detail the particulars of noncompliance and shall require the Owner to remedy the same. Prior to issuance of written notice and referral for further Board action, the reviewer shall use reasonable efforts to mediate the dispute and encourage the Owner to bring the improvements into compliance with these Design Guidelines or any variance issued by the reviewer.

If the Owner fails to remedy such noncompliance or fails to commence and continue diligently toward achieving compliance within the time period stated in the notice, then such noncompliance shall be deemed to be in violation of the Declaration and these Design Guidelines. In such case, the Board or the Declarant, whichever is appropriate, shall notify the Owner that it may take action to remove the noncompliance and/or seek injunctive relief, recovery of costs incurred, and imposition of an assessment.

1. Time to Commence: If construction does not commence on a project for which plans have been approved within 120 days of such approval, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to resubmit the plans to the appropriate reviewer for reconsideration.

2. Time to Complete:

(a) New Construction: Homes must start construction within 12 months of lot purchase and be complete within 12 months after the commencement of construction. For the purposes of this Section, construction shall be deemed "completed" upon the issuance of a certificate of occupancy for the home located on the Home by the appropriate City of Oklahoma City entity and the complete installation of all landscaping on the Home in accordance with the landscaping plan submitted by the Applicant.

(b) Modifications: The reviewer shall include in any approval of a modification a maximum time period for the completion of any modification. If no maximum time period is specified in the approval, modifications shall be completed within 90 days of the commencement of work. The Owner may request an extension of the maximum time period for both new construction and

modifications not less than 5 days prior to the expiration of the maximum time period, which the reviewer may approve or disapprove, in its sole discretion.

If construction is not completed on a project within the default periods set forth above or, if applicable, within any extension approved by the reviewer, the approval shall be deemed withdrawn, and the incomplete construction shall be deemed to be in violation of the Declaration and these Design Guidelines.

I. Changes After Approval: All proposed changes to plans, including changes that affect the exterior of any building, colors, windows, grading, paving, utilities, landscaping or signage, made after the approval of plans must be submitted to and approved in writing by the reviewer prior to implementation. Close cooperation and coordination between the Owner and the reviewer will ensure that changes are approved in a timely manner.

If the City of Oklahoma City or any other authority having jurisdiction requires that changes be made to final construction plans previously approved by the reviewer, the Owner must notify the reviewer and receive approval from the reviewer prior to implementing such changes

J. Enforcement: In the event of any violation of these Design Guidelines, the Declarant or the Board may take any action set forth in the By-Laws or the Declaration, including the levy of a Specific Assessment pursuant to Article V of the Declaration. The Declarant or the Board may remove or remedy the violation and/or seek injunctive relief requiring the removal or the remedying of the violation. In addition, the Declarant or the Board shall be entitled to recover the costs incurred in enforcing compliance and/or impose an assessment against the Owner and the Home upon which such violation exists.

III. DESIGN STANDARDS

A. Accessory Buildings: Owners shall secure reviewer approval prior to construction of any accessory building, including sheds or permanently installed playhouses. A detached garage is not considered an accessory building and its construction shall require reviewer approval on a case-by-case basis. Accessory buildings shall meet the following criteria:

1. An accessory building must be of the same color, material and architectural style as the main residence or of color, material and style that is generally recognized as complementary to that of the main residence. An accessory building's roofing materials shall match those of the main residence. Accessory buildings shall be no larger than 10 feet by 10 feet. Vinyl and metal siding is prohibited.

2. Any utilities servicing accessory buildings shall be installed underground.

3. Accessory buildings generally shall be located in the rear one third of the yard, shall conform to the side and rear yard setbacks required pursuant to City of Oklahoma City ordinances, shall not unreasonably obstruct any adjacent neighbor's views and must be screened by a fence.

4. We recognize that new products become available each year and some pre-made storage buildings may be acceptable, but MUST be submitted for review before it is placed on home site.

B. Additions, Expansions, and Alterations: Reviewer approval is required for any alteration to, addition to or expansion of a home. The architectural design and materials used in any and all exterior additions, alterations or renovations shall strictly conform to the original home's design with respect to style, detailing and materials used in the initial construction.

C. Air-Conditioning Equipment: Reviewer approval is required for the installation of air-conditioning equipment. Window units are prohibited. Installation of air-conditioning equipment higher than 4 feet above finished ground is prohibited.

D. Antennae: Except for satellite receivers as set forth herein, antennae, radio towers, or other apparatus for sending or receiving communications signals are prohibited. Notwithstanding the foregoing, Homes may be wired for cable television and other communications in accordance with standards approved by the Reviewer for Williamson Farms.