BYLAWS OF
COPPERFIELD HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is COPPERFIELD HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 7000 North Midwest Boulevard, Oklahoma City, Oklahoma, with the State of Oklahoma County, of Oklahoma, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. The following words, when used in these By-Laws (unless the contest shall so prohibit), shall have the following meanings:

A. "Association" shall mean and refer to Copperfield Homeowners Association, Inc., a non-profit corporation to be incorporated under the laws of the State of Oklahoma, successors and assigns.

B. "Properties" shall mean and refer to that certain real property described in Article III of the Declaration of Covenants, and Restrictions for Copperfield, an Addition to the City of Edmond, Oklahoma County, Oklahoma, and such additions thereto and other real property within the Northeast Quarter of Section 34, Township 13 North, Range 2 West, as may hereafter be annexed thereto and/or brought within the jurisdiction of and subject to assessment by the Association.

C. "Common Areas" shall mean all of Lots A and B, Block 6, of COPPERFIELD, an Addition to the City of Edmond, Oklahoma County, State of Oklahoma, as shown by the recorded plat thereof.

D. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of all or any part of the Properties with the exception of the Common Areas.

E. "Corner Lot" shall mean any lot which abuts other than at its rear line upon more than one street and/or Common Area.

F. "Street" shall mean any street, lane, drive, boulevard, court, circle, road, place, manor or terrace as shown on the attached plat.

G. "Member" shall mean and refer to every person and/or entity who holds membership in the Association as Class A and Class B Members as defined in. Article VI of the Declaration of Covenants and Restrictions for-Copperfield.

H. "Building Limit Line" shall mean the line so designated on the attached plat.

I. "Person" shall mean an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.

J. "Supplementary Declaration" shall mean a Supplementary Declaration of Covenants and Restrictions, as specified by Section 1, Article II of the Declaration of Covenants and Restrictions for Copperfield, an Addition to the City of Edmond, Oklahoma County, State of Oklahoma.

K. "Occupant" of any Lot shall mean the point in time when the first member of the owner's family, or anyone authorized by the owner, moves into the residential unit located thereon.

L. "Articles" shall mean Articles of Incorporation of the Association filed in the office of the Secretary of State of the State of Oklahoma.

M. "Rule" shall mean the rules adopted by the Association.

N. "Declarant" shall refer to Copperfield Investments, Inc., an Oklahoma corporation, its successors or assigns.

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

P. "The Northeast Quarter" shall mean the Northeast Quarter of Section 34, Township 13 North, Range 2 West of the I.M., Oklahoma County, Oklahoma.

Q. "Frontage" or "Fronts" shall mean the direction or way the major elevation of the house or structure erected on a Lot shall face.

R. "Board" shall mean the Board of Directors of the Association.

S. "By-Laws" shall mean the By-Laws of the Association.

ARTICLE III
MEETINGS OF MEMBERS ENTITLED TO VOTE

Section 1. Annual Meetings. The first annual meeting of the voting members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the voting members shall be held on the same day of the same month of each year thereafter, at the hour of 9:00 a.m. If the day for the annual meeting of the voting members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

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

Section 3. Notice of Meetings. Written notice of each meeting of the voting members shall be given by, or at the direction oft the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen {15) days before such meeting to each voting member en- titled to vote thereat, addressed to the voting member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice 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 for Meetings. At any meeting of the Members of the Association, the presence at the meeting of Members or of proxies entitled to cast one-tenth (1/10th) of all - the votes of each class of membership shall constitute a quorum; provided, however, that if the required quorum is not present at any meeting duly called, the Members present, though less than a quorum, may give notice to all Members as required herein for the transaction to be considered, at an adjourned meeting, and at the adjourned meeting one-half (1/2) of the required quorum at the preceding meeting shall constitute a quorum. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Proxies. At all meetings of voting members, each voting member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the voting member of his Lot.

Section 6. Voting List. The officer or agent having charge of the membership books of the corporation shall make a complete list of the Members of each class entitled to vote at such meeting of the Members, arranged in alphabetical order with the address and number of the votes held by each. Such list shall be produced and kept open at the time and place of the meeting, and shall be subject to the inspection of any voting member during the whole time of the meeting for the purposes thereof.

Section 7. Voting Rights. The Association shall have two (2) classes of membership entitled to voting rights, to-wit:

Class A. Class A Members shall be all those Owners of single-family residential Lots with the exception of Declarant. Each Class A Member shall be entitled to one (1) vote for each Lot in which he holds the interest required for membership by Article IV of the Declaration of Covenants and Restrictions for Copperfield, an Addition to Edmond, Oklahoma County, State of Oklahoma. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Member(s)shall be the Declarant. The Class B Member(s) shall be entitled to three (3) votes for each lot in which it holds the interest required for membership by Article IV of the Declaration of Covenants and Restrictions for Copperfield, an Addition to the City of Edmond, Oklahoma County, State of Oklahoma.

ARTICLE IV
BOARD OF DIRECTORS

SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by Board of seven (7) Directors, who need not be voting Members of the Association.

Section 2. Term of Office. At the first annual meeting the voting Members shall elect seven(7) Directors for a term of one (1) year. At each annual meeting thereafter the Members shall elect seven (7) Directors for a term of one (1) year.

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 selected 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 tor 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 Director 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 voting Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the voting Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. 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. Such nominations may be made from among Members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the, provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting 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.

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 four (4) 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. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section I. 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 recreational facilities of a voting Member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a. member of the Board of Directors to be vacant in the event such member shall be absent with out prior approval of the Board, from three (3) consecutive regular meetings of the Board of Directors;

(e) 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 voting members, or any special meeting when such statement is requested in writing by one¬ fourth (1/4th) of each class of members who are entitled to vote;

(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 commencement date for annual maintenance assessments against all Lots then owned by the Declarant and against all Lots then owned and occupied by other Owners;

(2) cause the Association to prepare and maintain a roster of Lots, the Owners thereof, the assessments applicable thereto, and the status of the payment thereof, which shall be kept in the office of the Association and which shall be open to inspection by any Owner;

(3) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period;

(4) upon demand at any time, furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid;

(5) foreclose the lien against any property for which assessments are not paid within thirty {30) days from due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any-assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(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;

(g) cause the Common Area to be maintained.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president, who shall at all times be a member of the Board of Directors, a secretary, and a treasurer; and such other officers as the Board 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 disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of who 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 giving written notice to the Board, the president or the secretary. Such 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 such 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 such 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

PRESIDENT

(a) 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.

SECRETARY

(b) 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 said 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.

TREASURER

(c) 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 represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX
COMMITTEES

The Association shall appoint an Architectural Control Committee as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

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 of each class who are entitled to vote. The Declaration, the Articles of Incorporation and the By-Laws 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 personally obligated to pay to the Association annual and special assessments for capital improvements which is a charge on the landlord secured by a continuing lien upon the property against which each such assessment is made. Such a lien is paramount and superior to any homestead or other exemption provided by law, but shall not be prior or superior to any purchase money mortgage lien or any first mortgage on a home. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of _____ percent (____%) 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 attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment-provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE XII
SEAL

The Association shall have a seal in circular form having within its circumference the words: COPPERFIELD HOMEOWNERS ASSOCIATION, INC.

ARTICLE XIII
AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of the voting members of each class of membership present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall con trot; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of and end on the 31st day of of 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 the Copperfield Homeowners Association, Inc., have hereunto set our hands this _____ day of September, 1983.

Signed by David P. Roberts and Russell L. Roberts, initial Directors

AMENDED BYLAWS OF COPPERFIELD HOMEOWNERS ASSOCIATION, INC.

WHEREAS, THE BYLAWS OF COPPERFIELD HOMEOWNERS ASSOCIATION, INC. (THE "ORIGINAL BYLAWS") WERE PREVIOUSLY ADOPTED AND RATIFIED TO GOVERN THE AFFAIRS OF THE COPPERFIELD HOMEOWNERS ASSOCIATION, INC.

WHEREAS, BY THIS DOCUMENT, THE ORIGINAL BYLAWS ARE HEREBY AMENDED TO READ AS.FOLLOWS, AND ITS PROVISIONS ARE STRICKEN AND THE FOLLOWING ARE SUBSTITUTED IN THEIR PLACE:

The name of the organization shall be the Copperfield Homeowners Association, Inc.

ARTICLE I
DEFINITIONS

The following words, when used in these Amended Bylaws (unless the context so prohibits), shall have the following meanings:

A. "Association" shall mean and refer to the Copperfield Homeowners Association, Inc., a non-profit corporation formed under the laws of the State of Oklahoma, and its successors and assigns.

B. "Properties" shall mean and refer to that certain real property described in Article III of the Declaration and such additions thereto and other real, property within the Northeast Quarter as may hereafter be annexed thereto and/or brought within the jurisdiction of and subject to assessment by the Association, or which has been annexed thereto and/or brought within the jurisdiction of and subject to assessment by the Association, including, without limitation, the property affected by the Declaration, the Owner's Certificate and Restrictions for Blocks 1-7, the Owner's Certificate and Restrictions for Blocks 8-14, the Supplemental Declaration, the Amendment to the Declaration, the Ratification, and the Corrected Ratification, namely Blocks 1-20 of Copperfield, an Addition to the City of Edmond, Oklahoma County, Oklahoma.

C. "Common Areas" shall mean:

1. All of Lots A and B, Block Six (6) of COPPERFIELD, an Addition to the City of Edmond, Oklahoma County, Oklahoma, as shown by the Plat for Blocks 1-7;

2. The property described .and conveyed to the Association by Warranty Deed from Copperfield Investments, Inc. to the Association as recorded in Book 5425, Page 1213 of the records of the County Clerk of Oklahoma County, Oklahoma on January 29, 1986, as follows:

> Lot A Block Six (6), Lot B Block Seven (7) and Common Area C of COPPERFIELD ADDITION to the City of Edmond, Oklahoma County, Oklahoma according to the recorded plat thereof, together with all the improvements thereon and appurtenances thereunto belonging;

3. Common Area C as shown by the Plat for Blocks 8-14;

4. All of Lot D, Block Twenty (20) of COPPERFIELD Blocks 15-20, an Addition to the City of Edmond, Oklahoma County, Oklahoma, as shown by the Plat for Blocks 15-20; and

5. Those areas of land and any improvements or structures of any type or nature thereon at this time or constructed hereafter intended to be owned by the Association and devoted to the common use and enjoyment of the Owners of the Lots, including, without limitation, all fences and entrances installed by the Declarant or the Association, whether the same be on, or adjacent to public rights of way.

D. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of all or any part of the Properties as defined herein with the exception of the Common Areas.

E. "Corner Lot" shall mean any lot which abuts other than at its rear line upon more than one street and/or Common Area.

F. "Street" shall mean any street, lane, drive, boulevard, court, circle, road, place, manor or terrace as shown on the Plat for Blocks 1-7, the Plat for Block 8-14, and the Plat for Blocks 15-20.

G. "Member" shall mean and refer to every person and/or entity who holds membership in the Association as Class A and Class B Members as defined in Article VI of the Declaration.

H. "Building Limit Line" shall mean the line so designated on the Plat for Blocks 1-7, the Plat for Blocks 8-14, and the Plat for Blocks 15-20.

I. "Person" shall mean an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.

J. "Supplementary Declaration" shall mean a Supplementary Declaration of Covenants and Restrictions, as specified by Section 1, Article II of the Declaration of Covenants and Restrictions for Copperfield, an Addition to the City of Edmond, Oklahoma County, State of Oklahoma.

K. "Occupant" of any Lot shall mean the point in time when the first member of the Owner's family, or anyone authorized by the Owner, moves into the residential unit located thereon.

L. "Articles" or, "Articles of Incorporation" shall mean the Articles of Incorporation of the Association filed in the Office of the Secretary of State of the State of Oklahoma, and any amendments thereto.

M. "Rule" shall mean the rules adopted by the Association.

N. "Declarant" shall refer to Copperfield Investments, Inc., an Oklahoma corporation, and its successors or assigns, including J.R. Roberts Construction Co.

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

P. "The Northeast Quarter" shall mean the Northeast Quarter of Section 34, Township 14 North, Range 3 West of the I.M., Oklahoma County, Oklahoma. The Original By-¬Laws inadvertently described the "Northeast Quarter" as the Northeast Quarter of Section 34, Township 13 North, Range 2 West of the I.M., Oklahoma County, Oklahoma.

Q. "Frontage" or "Fronts" shall mean the direction or way the major elevation of the house or structure erected on a Lot shall face.

R. "Board" or "Board of Directors" shall mean the Board of Directors of the Association.

S. "By-Laws" shall mean the By-Laws of the Association, as amended herein, and any future amendments thereto.

T. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Copperfield as recorded at Book 5060, Page 1211 of the records of the County Clerk of Oklahoma County, Oklahoma on September 13, 1983.

U. "Owner's Certificate and Restrictions for Blocks 1-7" shall mean and refer to the Owner's C Certificate and Restrictions of Copperfield, an Addition to the City: of Edmond, Oklahoma County, Oklahoma as recorded in Book 5060, Page 1220 of the records of the County Clerk of Oklahoma County, Oklahoma on September 13, 1983.

V. "Owner's Certificate and Restrictions for Blocks 8-14" shall mean and refer to the Owner's Certificate and Restrictions for Copperfield, Blocks 8-14, Incl., an Addition to the City of Edmond, Oklahoma County, Oklahoma as recorded in Book 5203, Page 1614 of the records of the County Clerk of Oklahoma County, Oklahoma on July 23., 1984.

W. "Supplemental Declaration" shall mean and refer to the Supplemental Declaration of Covenants, Conditions and Restrictions for Copperfield Addition as recorded in Book 5203, Page 1618 of the records of the County Clerk of Oklahoma County, Oklahoma on July 23, 1984.

X. "Amendment to the Declaration" shall mean and refer to the Amendment to Declaration of Covenants, Conditions and Restrictions for Copperfield and Amendment to Owner Certificate and Restrictions of Copperfield, an Addition to the City of Edmond, Oklahoma County, Oklahoma as recorded in Book 6293, Page 1573 of the records of the County Clerk of Oklahoma County, Oklahoma on May 21, 1992.

Y. "Ratification" shall mean and refer to the Ratification of Plat & Restrictions as recorded in Book 6304, Page 0621 of the records of the County Clerk of Oklahoma County on June 18, 1992.

Z. "Corrected Ratification" shall mean and refer to the Ratification of Plat & Restrictions as recorded in Book 6404, Page 1148 of the records of the County Clerk of Oklahoma County on March 10, 1993.

AA. "Plat for Blocks 1-7" shall mean and refer to the Plat for Copperfield as recorded in Book of Plats 50, Page 14 of the records .of the County of Oklahoma County on or about September 13, 1983, describing Blocks 1-7.

BB. "Plat for Blocks 8-14" shall mean and refer to the Plat for Copperfield Blocks 8-14 Incl., as recorded in Book of Plats 51, Page 3 of the records of the County of Oklahoma County on or about July 20, 1984.

CC. "Plat for Blocks 15-20" shall mean and refer to the Plat for Copperfield Blocks. 15-20 Incl., as recorded in Book of Plats 54, Page 9-A of the records of the County of Oklahoma County on or about May 21, 1992.

DD. "Other Covenants" shall mean and refer to the Owner's Certificate and Restrictions for Blocks 1-7, the Owner's Certificate and Restrictions for Blocks 8-14, the Supplemental Declaration, the Amendment to the Declaration, the Ratification, and the Corrected Ratification

EE. "Voting Member" shall mean and refer both (1) to a Member who is the sole Owner of a Lot and therefore has the right to exercise and cast the vote attributable to that Lot, and. (2) .to a Member who is a joint Owner of a Lot and who has been authorized by the other Owners of the Lot, as they among themselves have determined, to exercise and cast the vote attributable to that Lot.

ARTICLE II
PURPOSE AND PARTIES

Section 2.1 Governance of Real Estate Development Regime. The purpose for which this non-profit corporation has been formed is to govern the real estate development known as Copperfield, an Addition to the City of Edmond, Oklahoma County, State of Oklahoma, and all of its stages as reflected by the Plat for Blocks 1-7, the Plat for Blocks 8-14, and the Plat for Blocks 15-20 (the "Development"). In addition to the definitions set forth above, all definitions contained in the Declaration and Other Covenants shall apply hereto, as may be clarified or further explained herein, and are incorporated by reference as if fully set forth herein.

Section 2.2 Owners Subject to These By-Laws: Acceptance of By-Laws. All present or future Owners, Members, tenants, future tenants of any Lot, or any other person who might use in any manner the facilities of the Development are subject to the provisions and any regulations set forth in these By-Laws. The mere acquisition, lease, or rental of any Lot or the mere act of occupancy of a Lot will signify that these By-Laws are accepted, approved, ratified, and will be complied with in all respects.

ARTICLE III
MEMBERSHIP, VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section 3.1 Membership. Every person who is a record owner of a fee or undivided interest in any single-family residential Lot covered by the Declaration and Other Covenants and any future declaration covering all or any part of the Northeast Quarter which is subject by covenants of record to assessment by the Association,

including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each Lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association: Ownership of such Lot shall be the sole qualification for membership.

Section 3.2 Classes of Membership and Voting Rights. Article VI of the Declaration .provides as follows:

The Association shall have two (2) classes of voting membership as follows: Section 1. Voting Classes.

Class A. Class A members shall be all those Owners of single-family residential Lots with the exception of Declarant. Each Class A member shall be entitled to one vote for each Lot in which he holds the interest required for membership by Article IV [of the Declaration]. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member(s) shall be the Declarant. The Class B Member(s) shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article IV [of the Declaration]. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

a. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

b. On January 1, 1991. Paragraph D. of the Amendment to the Declaration provides as follows:

[Note – paragraph numbering seems out of order here]

D. Voting Rights. Each owner of a single-family residential lot, with the exception bf Declarant, shall be a Class A member of the Association entitled to one vote for each lot in which he holds the interest required for membership by Article IV of the Declaration. If more than one person holds such interest in any lot, all such persons shall be members. However, the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Declarant shall be a Class B member of the Association. The Class B member shall be entitled to one vote for each lot in which he holds the interest required for membership by Article IV of the Declaration.

Section 3.3 Quorum for Members' Meetings. At any meeting of the Members of the Association, the presence at the meeting of Members, in person or by proxy, entitled to cast one¬ tenth (1/10th) of all the votes of each class of membership shall constitute a quorum; provided, however, that if the required quorum is not present at any meeting duly called, the Members present, though less than a quorum, may give notice to all Members as required herein for the transaction to be considered, at an adjourned meeting, and at the adjourned meeting one-half (1/2) of the required quorum at the preceding meeting shall constitute a quorum. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Except as otherwise provided in these By-Laws, the Articles of Incorporation, and the Declaration and Other Covenants, the acts of the majority of the Voting Members, who are present either in person or by proxy, at a meeting at which a quorum is present shall be the acts of the membership of the Association.

Section 3.4 Proxies. At all meetings of Members, votes may be cast in person or by proxy. All proxies shall be in writing and signed by the Member but shall require no other attestation, and must be filed with the Secretary of the Association before or at the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot. Unless otherwise provided therein, an appointment of proxy filed with the Secretary shall have the effect of revoking all proxy appointments of prior date.

Section 3.5 Members Action Without Meeting. Any action which, under any provisions of the laws of the State of Oklahoma or under the provisions of the Articles of Incorporation or under these By-Laws may be taken at a meeting of the Members, may be taken without a meeting if a record or memorandum thereof be made in writing and signed by Voting Members having not less than the minimum number of votes that would be

necessary to authorize such action at a meeting at which all Voting Members were present and voted, and such record or memorandum shall be filed with the Secretary of the Association and made a part of the Associations records.

Section 3.6 Voting List. The officer or agent having charge of the membership books of the Association shall make a complete list of the Members of each class entitled to vote at .a meeting of the Members, arranged in alphabetical order with the address and number of the votes held by each Member. Such list shall be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Member during the whole time of the meeting for the purposes hereof.

ARTICLE IV
ADMINISTRATION MEETINGS

Section 4.1 Association Responsibilities. The Association will have the responsibility of administering the Development through a Board of Directors.

Section 4.2 Annual Meetings of the Members. An annual meeting of the Association, i.e., meeting of the Members, the Owners of Lots, shall be held each and every calendar year. The annual meeting for calendar year 1995 shall be held on Monday, April 10, 1995 at 7:00 p.m. (notice of which has been properly given to the Members after a proper fall to Meeting by the Members). Thereafter, the annual meeting of the Association shall be held in the month of January of each succeeding calendar year at a date, place, and time as determined and designated by the Board of Directors. Notice of the annual meeting shall be given in accordance with the section herein entitled "Notice of Members Meetings." At such meetings, the Members shall elect a Board of Directors in accordance with the requirements of the section herein entitled "Nominations and Elections of Directors" and other applicable provisions herein. The Members may also transact such other business of the Association as may properly come before them. The Members may request that an item or item(s) be placed on the agenda for the annual meeting by following any procedure established by the Board of Directors for making such request.

Section 4.3 Special Meetings of the Members. Special meetings of the Members may be called at any time (1) by the President of the Association, (2) by direction of the Board of Directors of the Association by resolution, or (3) by written request signed by the Members entitled to cast one-fourth (1/4) of all votes of any class of membership upon presentation of such written request to the Secretary of the Association. In the event a special meeting is directed by the Board of Directors or requested by the Members as provided- herein, it shall be the duty of the President to call such a special meeting. Notice of special meetings shall be given in accordance with the section herein entitled "Notice of Members' Meetings."

Section 4.4 Place of Meeting. Meetings of the, Association, i.e., meetings of the Members, the Owners of Lots, shall be held at such suitable place, convenient to the Members, as the Board of Directors may determine.

Section 4.5 Notice of Members' Meetings.

Section 4.5.1 In General. Written notice of each meeting of the Members, both annual and special, shall be given by, or at the direction of, the Secretary or other authorized person, by depositing in the mail a copy of such notice, postage prepaid, at least ten (10) but not more than thirty (30) days before such meeting to each Member, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of Notice.

Section 4.5.2 Contents of' Notice. Each notice for annual or special meetings shall specify the place, day, and hour of the meeting, and shall state the purpose thereof, including the general nature of any proposed amendment to the Articles of Incorporation, the By-Laws, or the Declaration and Other Covenants. The mailing of notices in the manner provided in this section entitled "Notice of Members' Meetings" shall be considered notice served on the Members.

Section 4.6 Order of Business. The order of business at all meetings of the Members shall be as follows:

a. Roll call and certifying proxies;

b. Proof of notice of meeting or waiver of notice;
c. Minutes;
d. Reports of officers;
e. Reports of committees;
f. Election of directors, as applicable;
g. Unfinished business;
h. New business; and
i. Adjournment.

ARTICLE V
BOARD OF DIRECTORS

Section 5.1 Number, Qualification, and Appointment or Election. The affairs of the Association shall be governed by a Board of Directors consisting of not less than seven (7) persons, who need not be Members of the Association. With respect to the initial Board of Directors appointed hereunder during the annual meeting on April 10, 1995, the term of office of four (4) of the Directors shall be fixed at two (2) years, and the term of office of the remaining three (3) Directors shall be fixed at one (1) year. At the expiration of the initial term of office of each Director, his or her successor shall be elected to serve a term of two (2) years.

Section 5.2 Nominations and Election of Directors.

Section 5.2.1 Nominations. Nominations for election to the Board of Directors shall only be made by a Nominating Committee. The provisions concerning the appointment and composition of the Nominating Committee are set forth in the section herein entitled 'Nominating Committee. Such nominations shall be submitted by the Nominating Committee to the Board of Directors on or before November 1 of the calendar year immediately preceding the calendar year of the annual meeting. Members or non Members may be nominated for the position of Director. Nominations for the position of Director may be made by the Nominating Committee only by the following methods:

a. 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; and

b. Candidates who desire to be nominated for the position of Director must submit a Petition of Candidacy in writing to the Nominating Committee which (1) must be signed by not less than ten (10) Voting Members, and (2) must be submitted on or before October 1 of the calendar year immediately preceding the calendar year of the annual meeting for which the candidate desires to be elected as a Director, in order to be nominated for the position of Director. Upon certification by the Secretary of the Association that the persons who signed the Petition of Candidacy are Voting Members, the candidate shall be deemed to have been nominated by the Nominating Committee, and the Nominating Committee shall forward that person's name to the Board of Directors as a nominee as provided herein.

Section 5.2.2 Election. Election to the Board of Directors sha1l be by secret written ballot cast by Voting Members. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and Other Covenants. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 5.3 General Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of a first class project, and shall 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 By-Laws, the Articles of Incorporation, and the Declaration and Other Covenants. The Board of Directors may do all such acts and things except as prohibited by law or by these By-Laws or by the Declaration and Other Covenants.

Section 5.4 Other Powers and Duties. Such powers and duties of the Board of Directors shall include those powers and duties set forth in the recorded Declaration and Other Covenants and shall also include, but shall not be limited to, the following, all of which shall be done for and on behalf of the Members of the Association and the Owners:

Section 5.4.1 Administration. To administer and enforce the covenants, conditions, restrictions, reservations, easements, uses, limitations, obligations, and all other provisions set forth in the Declaration and Other Covenants, the Articles of Incorporation, the By Laws, and supplements and amendment's thereto, and, in general, to carry on the administration of the Association and to do all of those things necessary, reasonable, and proper in order to carry out the governing and the operation of the Development and the sound and efficient management thereof.

Section 5.4.2 Rules. To establish, make, and enforce compliance with such reasonable rules as may be necessary for the operation, use and occupancy of the Development with the right to amend same from time to time, and to establish and publish rules and regulations governing the use of the Common Areas and facilities and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof. A copy of such rules and regulations shall be delivered or mailed to each Member prior to the date when the same shall become effective.

Section 5.4.3 Meetings. To meet at least once each quarter and in accordance with the provisions contained herein concerning meetings of the Board of Directors.

Section 5.4.4 Assessments and Enforcement. As more fully provided in the Declaration and Other Covenants, to:

a. Fix the commencement date for annual maintenance assessments against all Lots then owned by the Declarant and against all Lots then owned and occupied by other Owners, and to fix assessments;

b. Cause the Association to prepare and maintain a roster of Lots, the Owners thereof, the assessments applicable thereto, and the status of the payment thereof, which shall be kept in the office of the Association and which shall be open to inspection by any Owner;

c. Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;

d. Upon demand at any time, furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid;

e. Foreclose the lien against any property for which assessments are not paid within thirty (30) days from due date or to bring an action at law against the Owner personally obligated to pay the same;

f. Levy and collect special assessments; and

g. Collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an Owner who may be in default, together with interest, attorneys fees, and costs, pursuant to the Declaration and Other Covenants and these By-Laws.

Section 5.4.5 Certificates. To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such' payment.

Section 5.4.6 Suspension of Voting Rights. To suspend the voting rights and right to use of the Common Areas and recreational 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. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations.

Section 5.4.7 Bank Account. To establish a bank account Or accounts for the common treasury and for all separate funds which are required or may be deemed advisable by the Board of Directors.

Section 5.4.8 Budget. To prepare a budget for the Development, at least annually.

Section 5.4.9 Books and Records. To keep and maintain full and accurate books and records showing

all of the receipts, expenses or disbursements and to permit examination thereof, upon written notice, by each of the Owners and each first mortgagee, and to allow mortgagees and Owners to receive, upon written request and payment of the reasonable costs of reproduction, the reviewed financial statements of the Association.

Section 5.4.10 Reviews. To cause a review of the books and accounts by a public accountant (as the term "review" is defined or used under generally accepted accounting principles, ie., GAAP) to be undertaken and completed within one hundred and twenty (120) days after the end of each fiscal year. Notwithstanding the foregoing, the Board of Directors shall have the authority to authorize, in its sole discretion, external or internal audits of the books, accounts, and/or practices of the Association.

Section 5.4.11 Animal Statement. To prepare annually and make available upon request to Owners, a statement showing receipts, expenses, and disbursements since the last such statement.

Section 5.4.12 Corporate Records. To cause to be kept a. record of all of the significant acts of the Board of Directors and to present an overview thereof to the Members at (1) the annual meeting of the Members, or 2) any special meeting when such statement is requested in writing by one-fourth (1/4th) of the Voting Members.

Section 5.4.13 Maintenance of Common Areas. To keep in good order, condition, and repair all of the Common Areas and all items of common personal property used by the Owners in the enjoyment of the Development

Section 5.4.14 Manage. To make repairs, additions, alterations, and improvements to the Common Areas, and to grant easements and rights-of-way, all consistent with managing the Development in a first class manner and consistent with the best interests of the Owners.

Section 5.4.15 Protect and Defend. To protect and defend the Common Areas from loss and damage by suit or otherwise.

Section 5.4.16 Borrow Funds. To borrow funds in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the Declaration and Other Covenants and these By-Laws, and to execute all such instruments evidencing such indebtedness as the Board of Directors may deem-necessary. Such indebtedness shall be the several obligations of all of the Owners in the same proportion as their interest in the, Lots in the Property powers.

Section 5.4.17 Contract. To enter into contracts within the scope of their duties and

Section 5.4.18 Insurance. To continuously carry and maintain insurance coverage as described in the Declaration and Other Covenants and adequate liability and hazard insurance on property owned by and facilities run by the Association, and to continuously carry and maintain to the extent it deems necessary the insurance described in the article herein entitled "Indemnification of Officers, Directors, and Managing Agent"

Section 5.4.19 Personnel. To, as they deem necessary, designate, employ, and dismiss independent contractors, employees, or other personnel necessary for the maintenance and operation of the Common Areas or other administration of the Development, and to supervise all officers, agents, and employees of the Association and to see that their duties are properly performed.

Section 5.4.20 Managing Agent. To, as they deem necessary for the Association, employ, enter into an independent contractor or other type of relationship with, a management agent ("Managing. Agent") who may have and exercise the powers granted to the Board of Directors by the Declaration and Other Covenants, the Articles of Incorporation, and the By-Laws.

Section 5.4.21 Ownership of Lots. To own, convey, encumber, lease or otherwise deal with Lots conveyed to it.

Section 5.4.22 Tax Exempt Status. To determine each year the advisability of election of tax exempt status under Section 528 of the Internal Revenue Code of 1954, as amended, and the regulations enacted thereunder, and to file in a timely manner all appropriate returns, elections, and other documents that may be required to implement that determination.

Section 5.5. No Waiver of Rights. The omission or failure of the Association or any Member or owner to enforce the covenants, conditions, restrictions, easements, use limitations, obligations, or other provisions of the Declaration and Other Covenants, these By-Laws, or the regulations and rules adopted pursuant thereto shall not constitute or be deemed a waiver, modification, or release thereof, and the Board of Directors or the Managing Agent, if any, shall have the right to enforce the same thereafter.

Section 5.6 Vacancies in Board. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by-vote of the majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected shall serve for the unexpired term of his predecessor.

Section 5.7 Removal of Directors. At any Members' meeting duly called, any one or more of the Directors may be removed with or without cause by a majority vote of the Voting Members, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting. Should any Director miss three (3) consecutive regular meetings of the Board of Directors without prior approval of the Board of Directors, he shall be automatically removed from the Board and a successor selected and approved by the Directors to fill his unexpired term.

Section 5.8 Board of Directors Organization Meeting. The first meeting of a newly elected Board of Directors following the annual meeting of the Association shall be held within thirty (30) days thereafter at such place as shall be fixed by the Board of Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 5.9 Board of Directors Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least one (1) such meeting shall be held during each calendar quarter. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone, facsimile, or telegraph, at least three (3) days prior to the day named for such meeting.

Section 5.10 Board of Directors Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given either personally or by mail, telephone, facsimile, or telegraph, which notice shall state the time, place, and purpose of the meeting. Special meetings may be called upon the request of one (1) or more Directors, and in such event, the President or Secretary of the Association shall give notice to the Directors of the meeting in like manner and on like notice as a special meeting called by the President as described herein.

Section 5.11 Waiver of Notice. Before or at any meeting of the Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving. of such notice. Any actions taken or approved at any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present and if, either before or after the meeting, each of the Directors not present signs a written waiver of notice or a consent to holding such meeting or an approval, of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting. If a Director does not receive notice of a. meeting, .but attends and participates in the meeting, he shall be deemed to have waived notice of the meeting. Further, if all of the Directors are present at any meeting of the Directors, no notice shall be required, and any business may be transacted at such meeting.

Section 5.12 Quorum for Meetings of Board of Directors. At all, meetings of the Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Directors, there be less than a quorum present, the majority of those present may adjourn and, after further notice, reconvene the meeting from time to time. At any such reconvened meeting, any business which might have been transacted at the meeting as originally called may be transacted but only after further notice.

Section.5.13 Action Without Meeting. Any, action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if all members of the Board of Directors shall individually or collectively consent to such action by signing a written record or memorandum thereof which sets forth the action

so taken. Such record or memorandum shall have the same effect as a unanimous vote of the Board of Directors and shall be filed with the Secretary of the Association and made a part of the Association's records.

Section 5.14 Participation in Meetings by Telephone. Any one or more members of the Board of Directors or of any committee of the Board of Directors may participate in a meeting of the Board of Directors or committee by means of conference telephone or similar communications equipment which allows all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

Section 5.15. Fidelity Bonds. The Directors must require that all Officers, Directors, managers, and employees of the Association who have the authority to withdraw funds from Association accounts by checks or otherwise, obtain, at the expense of the Association, adequate fidelity insurance or bonds. Unless the Board of Directors determine otherwise by resolution, the Directors shall always require that Association funds cannot be withdrawn from its accounts or other safekeeping by check or otherwise without the signatures of two (2) or more persons authorized by the Board of Directors to make such withdrawals. The Board of Directors shall have the authority in its sole discretion to require from time to time that other Officers, Directors, managers, and employees of the Association obtain, at the expense of the Association, adequate
fidelity insurance or bonds.

Section 5.16 Compensation. No member of the Board of Directors shall receive any compensation for serving as a Director. However, members of the Board of Directors may be reimbursed for actual expenses incurred by them in the performance of Association business and their duties as Directors.

ARTICLE VI
OFFICERS

Section 6.1 Designation. The officers of the Association shall be a President (who shall at all times be a member of the Board of Directors), a Vice President, a Treasurer, and a Secretary, all of whom shall be elected by and from the Board of Directors, and such assistant officers and other officers as the Directors shall, from time to time, by resolution create and elect. Such assistant officers or other officers need not be members of the Board of Directors, but each shall be an Owner of a Lot (or its representative) or the Declarant or its representative(s).

Section 6.2 Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board.

Section 6.3 Term of Officers. The officers of the Association shall each hold office for one (1) year unless he shall sooner resign, be removed, or otherwise be disqualified to serve. In any event, officers shall hold office subject to the continuing approval of the Board.

Section 6.4 Removal and Resignation of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed from his office either with or without cause at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose. Directors may only be removed by vote of the Members as provided elsewhere in these By-Laws: Any officer may resign at any time by giving written to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at such later time specified therein subject to the Board of Directors' power to specify an earlier effective date for such resignation, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6.5 Vacancies. A vacancy in any office may be filled by appointment of the Board of Directors upon the majority vote of the Directors at any regular meeting of the Board of Directors or at any special meeting of the Directors called for such purpose. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 6.6 President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Directors unless he is absent. He shall have all of the general powers and duties which are usually vested in the office of president of an association, including, but not limited to, the duty to see that orders and resolutions of the Board of Directors are carried out, the responsibility to sign

leases, mortgages, deeds, and other written instruments on behalf of the Association, and the power to appoint committees from among the Members and Owners from time to time as he may, in his discretion, decide are appropriate to assist in the operation of the Association or as may be established by the Directors or by the Members at any regular or special meeting.

Section. 6.7 Vice President. The Vice President shall have all the powers and authority and perform all the functions and duties of the President, in the absence of the President or his inability for any reason to exercise such powers and functions or perform such duties, and also perform any duties he is directed to perform by the President.

Section 6.8 Treasurer. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies. and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. Further, he shall sign all checks and promissory notes of the Association, keep proper books of account, cause an-annual review of the Association books to be made by a public accountant pursuant to the instructions of the Board of Directors and the paragraph herein entitled "Reviews," and prepare an annual budget and a statement of income and expenditures to be presented to the membership at its annual meeting and deliver a copy of each to the Members present at the annual meeting. 'In the event a Managing Agent has the responsibility of collecting and disbursing funds, the Treasurer, shall review the accounts of the Managing Agent within thirty (30) days after the first day of each month.

Section 6.9 Secretary.

6.9.1 General Duties. The secretary shall record votes and keep all the minutes of the meetings and proceedings of the Directors and the minutes of all meetings of the Association; have charge of such books and papers as the Board of Directors may direct; keep the corporate seal of the, Association and affix it on all papers requiring said seal; serve -notice of the meetings of the Board of Directors and the Members; and, in general, perform all the duties incident to the office of Secretary and as is provided in the Declaration and Other Covenants and these By-Laws and such other duties as required by the Board of Directors.

6.9.2 List of Members. The Secretary shall compile and keep up to date at the principal office of the Association a complete list of Members and their last known business addresses as shown on the records of the Association. Such list shall also show opposite each Member's name the street address or other appropriate designation of the Lot or Lots owned by such Member. Such list shall be open to inspection by Members at reasonable times during regular business hours. .

Section 6.10 Special Appointments. The Board may elect such 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 from, time to time, determine.

Section 6.11 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 the section herein entitled "Special Appointments."

ARTICLE VII
COMMITTEES

Section 7.1 Designation. The Directors may, but shall not be required to (with the exception of the Nominating Committee which must be established), appoint an executive committee and/or any of the following standing committees and/or any special ad hoc committees for any useful or worthwhile purpose to function in an advisory capacity to the Directors. The Directors may establish rules for the conduct. of these committees and may delegate responsibilities to said committees.

Section 7.2 Executive Committee. The Executive Committee, if appointed, shall consist of at least two (2) persons who shall be appointed by the Directors from the members of the Board. One member shall be the President. The Executive Committee shall supervise the affairs of the Association and shall regulate its internal economy, approve expenditures and commitments, act and carry out the established policies of the

Association, and report to the Directors at each meeting of the Board. The Executive Committee may hold regular Monthly meetings or as it may, in its discretion, determine. Special meetings may be called at any time by the chairman of the Executive Committee or by any of its members, either personally or-by mail, telephone, facsimile; or telegraph, and a special meeting may be held by telephone.

Section 7.3 Nominating Committee. The Nominating Committee shall have the responsibilities concerning the nomination of persons for the Board of Directors as provided in these By-Laws. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Voting Members of the Association. The Nominating Committee shall be appointed by the Board of Directors on or before September 1 of each calendar year and shall serve from the date of appointment until the close of the next annual meeting.

Section 7.4 Vacancies. A vacancy in any committee shall be filled by the President until the next meeting of the Board of Directors.

ARTICLE VIII
INDEMNIFICATION OF OFFICERS, DIRECTORS, AND MANAGING AGENT

Section 8.1 Indemnification. Each Officer, Director, or Managing Agent, if any, of the Association, including such person's heirs, personal representatives, and successors, made a party to any action, suit, or proceeding or against whom a claim, action, cause of action, suit, or liability is threatened, asserted, or commenced by reason of the fact that such person was or is an Officer, Director, or Managing Agent, if any, of the Association, shall be indemnified, defended, and held harmless by the Association against all judgments, damages, penalties, interest, fines, amounts paid on account thereof (whether in settlement or otherwise), and remedies, of any type or nature, whether legal or equitable (collectively referred to as the "Claims"), and shall be reimbursed for all expenses, including attorneys' fees and costs, actually. and reasonably incurred by the person in connection with the defense of any claim, action, cause of action, suit, or proceeding, whether or not the same proceeds to judgment or is settled or otherwise brought to a conclusion, provided that no person shall be indemnified, defended, held harmless, or reimbursed hereunder for Claim arising out of or relating to the person's dishonesty with the Association or his willful malfeasance or gross and reckless disregard of his duty.

This indemnification is not exclusive, and, in addition, any person who is or was an Officer, Director, or Managing Agent, if any, of the Association shall be entitled to all, and the full extent of, reimbursement and indemnity, and immunity, provided by or under applicable provisions of the Oklahoma Business Corporations Act and Oklahoma statutes concerning nonprofit corporations (including, without limitation, 18 Okla. Stat. Sec. 865--867), as now in effect or as hereafter amended.

Section .8.2 No Personal Liability. Contracts or other commitments made by the Directors, Officers, or the Managing Agent, if any, on behalf of the Association shall be made as agent for the Association, and they shall have no personal responsibility on any such contract or commitment, (except, if they are Owners, as Owners may have as limited herein), and the liability, if any ever exists and "as proven, of any Owner on such contract or commitment shall be limited to such proportionate share of the total liability thereof as the common interest of each Owner bears to the aggregate common interest of all of the Owners.

Section 8.3 Insurance. The Association shall have the power, and shall purchase, and indemnify, defend, and hold harmless every Director, Officer, Managing Agent, if any, and their successors through, insurance commonly known as directors' and officers' liability insurance, including the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee, or agent of the Association, or is or was serving at the request of the Association as a Director, Officer, employee or agent of another Association, partnership, joint venture, trust, or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article VIII.

Section 8.4 Constituent Corporation. For the: purposes. of this Article, references to "the Association" include all constituent corporations absorbed in a consolidation, or merger as well as the resulting or surviving corporation so that any person who is or was a director, officer, employee, or. agent of such a constituent corporation or is, or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise shall stand in the

same, position under the provisions of this Article VIII with respect to the resulting or surviving corporation as he would if he had served the resulting or surviving corporation in the same capacity.

ARTICLE IX
MORTGAGES

Section 9.1 Notice by Owners to Association. An Owner who mortgages his Lot shall notify the Association, through the Secretary of the Association or the Managing Agent, if any, giving the name and address of his mortgagee. The Association shall maintain such information in a book entitled "Mortgagees of Lots."

Section 9.2 Notice to Mortgagees. The Directors, whenever so requested in writing by the holder, insurer, or guarantor of a first mortgagee of a Lot, shall give written notice thereto of:

Section 9.2.1 Losses. Any condemnation loss or any casualty loss which affects a material portion of the Development or any Lot;

Section 9.2.2 Delinquencies. Any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to a first mortgage held, insured, or guaranteed by such holder, insurer, or guarantor which remains uncured for a period of ninety (90) days;

Section 9.2.3 Insurance. Any lapse, cancellation, or -material modification of any insurance policy or fidelity bond maintained by the Association; and

Section 9.2.4 Consent of Mortgage Holders. Any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

Section 9.3 Examination of Books by Owners and Mortgages. Upon written notice, each Owner, lender, and the holders, insurers, and guarantors of first mortgages of a Lot shall be permitted to examine the Declaration and Other Covenants, the By-Laws, and the books of account of the Association at reasonable times, on business days, or under other reasonable circumstances and shall be permitted to receive, upon request, financial statements, if any, of the Association.

ARTICLE X
OBLIGATIONS OF THE OWNERS

Section 10.1 Assessments. The following provisions pertain to the assessments or charges imposed by the Association, as more fully described in the Declaration and Other Covenants:

Section10.1.1 General Obligation. All Owners and/or Members shall be obligated to pay the assessments or charges imposed by the Association pursuant to, and as described in, the Declaration and Other Covenants. The amount of such assessments may be altered in accordance with the Declaration and Other Covenants. A Member or Voting Member, as that term may be used, shall be deemed to be in good standing and entitled to vote at any meeting of Members, within the meaning of these By-Laws, unless and until the Association has mailed to or served him with notice that he has not fully paid all assessments and charges made or levied against him and the Lot or Lots owned by him.

Section10.1.2 Personal Obligation of Owners. Each assessment, together with interest, costs, and reasonable attorney's fees as provided in the Declaration and Other Covenants, shall be the personal obligation of the person who was the Owner of the property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them, but, nevertheless, the lien mentioned next arising by reason of such assessment shall continue to be a charge and lien upon the land as herein provided.

Section10.1.3 Lien. The annual and special assessments, together with interest thereon and costs of collection thereof as provided in the Declaration and Other Covenants, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made, paramount and superior to any homestead or other exemption provided by law, but shall

not be prior or superior to any purchase money mortgage lien or any first mortgage on a home. Sale or transfer of any Lot shall not affect the assessment lien.

Section 10.1.4 Effect of Non-Payment of Assessments and Remedies. Any assessments which are not paid when due shall be delinquent. If an assessment is not paid within thirty (30) days after its due date, the assessment shall bear interest from its due date at an annual rate equal to the floating rate of interest for mortgage loans from time to time announced by the Federal Housing Administration, and the Association may bring an action at law against the Owner personally obligated to pay the same and/or enforce and foreclose the lien against the property as provided by the laws of the State of Oklahoma for the foreclosure of a mortgage or deed of trust, with or without power of sale; and interest, costs, and reasonable attorney's fees of 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 Areas or abandonment of his Lot.

Section 10.2 Change of Ownership. Any person becoming an. Owner shall, within ten (10) days next following the recording of a deed reflecting such person as the Owner, give written notice to the Association that such person has become an Owner; provided, however, that the record Owner of any Lot as. of the first day of January of each year should be subject to and obligated to pay the(assessment.

Section 10.3 Maintenance and Repair. Every Owner must perform promptly, at his own expense, all maintenance and repair work on his own Lot.

Section 10.4 General Compliance. Each Owner shall comply strictly with the provisions of the recorded Declaration and Other Covenants and these By-Laws.

Section 10.5 Use of Common Areas. Each Owner may use the Common Areas in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other Owners and in accordance with: the provisions of the Declaration and Other Covenants.

Section 10.6 Denial of Use of Common Areas. Should any Owner be in default in the payment of any dues, assessments, or other sums due under the terms of the Declaration and Other Covenants or these By-Laws, or be in violation of any of the terms of the Declaration and .Other Covenants, these By-Laws, or any rule or regulation then in force, after due notice to correct such violation, then in any of such events, such Owner may be denied the use of any of the Common Areas until such default or violation is appropriately cured or as more particularly described in the Declaration and Other Covenants.
Section

Section 10.7 Rules and Regulations. The Directors, pursuant to the article herein entitled "Board of Directors," reserves the power to establish, make, and enforce compliance with such additional rules as may be necessary for the operation, use, and occupancy of the Development with the right to amend same from time to time. Copies of such rules and regulations shall be furnished to each Owner prior to the date when the same shall become effective.

Section 10.8 Registration of Mailing Address. The Owner or several Owners of an individual Lot shall have one and the same registered mailing address to be used by the Association for mailing of statements, notices, demands, and all other communications, and such registered address shall be the only mailing address of a person or persons, firm, corporation, partnership, association, or other legal entity or any combination thereof to be used by the Association. Such registered address of an Owner or Owners shall be furnished by such Owner(s) to the Board of Directors or Managing Agent, if any, of the Association within ten (10) days after transfer of title, or after a change of address, and such registration shall be in written form and signed by all of the Owners of the Lot or by such persons as are authorized by law to represent the interest of the Owner(s) thereof. Any statements, notices, and demands intended to be served upon a Member or Owner, and all other communications shall be deemed to have been properly sent when mailed by first class mail, with postage prepaid, to the last known registered address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing. All notices, demands, or other notices intended to be served upon the Board of Directors of the Association or to the Association shall be sent by certified mail, with postage prepaid, to P.O. Box 5972, Edmond, OK 73083, or at such other address of which the Board may be furnished from time to time or served in person upon the service agent of the Association.

ARTICLE XI
COMPENSATION

This Association is not organized for profit. No Member, Director, Officer, or person from whom the Association may receive any property or funds shall receive or shall be lawfully . entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any member of the Board of Directors, Officer, or Member;

However, reasonable compensation may be paid to a Member, Director, or Officer while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association upon satisfaction both of the following conditions prior to the rendering of the services: (1) The services constitute the lowest bid as the result of competitive bidding from at least two (2) other service providers; and (2) If the services are proposed to be provided by a Member or an Officer, neither of whom is a Director, the arrangement is approved by unanimous vote of the Board of Directors, and if the services are proposed to be provided by a Member or an Officer who is a Director or by a Director, the arrangement is approved by unanimous vote of the disinterested Directors.

Notwithstanding the foregoing paragraph, any Member, Director, or Officer may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE XII
EXECUTION OF DOCUMENTS; SEAL

The persons, who shall be authorized to execute any and all contracts, documents, instruments, or conveyances or encumbrances including promissory notes, shall be the President or Vice President and the Secretary of the Association. The Association shall have a seal in circular form having- within its circumference the words: COPPERFIELD HOMEOWNERS ASSOCIATION, INC.

ARTICLE XIII
AMENDMENTS TO BYLAWS

These By-Laws may be amended in writing by the Members of the Association who are entitled to vote at a duly constituted meeting called for such purpose or in any regular meeting so long as the notice of such meeting sets forth, or has attached to it, the complete text of the proposed amendment and a quorum is established. No amendment shall be effective unless approved in writing by a vote of a majority of the Voting Members present in person or by proxy at the meeting .at which the vote is taken.

ARTICLE XIV
MISCELLANEOUS

Section 14.1 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 and Other Covenants, the Articles of Incorporation, and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost.

Section 14.2 Fiscal Year. The fiscal year of the Association shall be fixed by resolution of the Board<of Directors.

Section 14.3 Conflict in Documents. In the event the any inconsistency or conflict exists between the items of the Articles of Incorporation and these By-Laws, the inconsistency or conflict shall in every instance be controlled by the Articles of Incorporation. In the event that any inconsistency or conflict exists between the items of the Declaration and Other Covenants, these By-Laws, or any rule or regulation then in force, the inconsistency or conflict shall in every instance be controlled by the Declaration and Other Covenants.

Section 14.4 Conflict Between Members and Owners. In the event that any dispute between Members or Owners arises involving any of the Common Areas or any other matters concerning the Development, and the conflict cannot be resolved by the Managing Agent, if any, it shall be resolved by the Directors.

Section 14.5 Exculpation of Unavoidable Loss. The Association shall not be liable for any loss to any Owner or inflicted upon any Lot or the property of the Owner situated therein, brought about by flooding, water damage caused by acts of God, or other force majeure. It is intended that for losses of this nature, each Owner will bear the same or effect his own insurance to cover the same.

[CERTIFICATION OF ADOPTION TO BE ADDED AFTER. APPROVAL AND ADOPTION]

NOTE TO READER – THIS DOCUMENT HAS BEEN RETYPED FROM THE RECORDED COPY BY EMPLOYEES OF NEIGHBORHOOD SERVICES CORPORATION. ALTHOUGH DUE CARE WAS TAKEN TO INSURE ACCURACY MISTAKES AND OMISSIONS MAY HAVE OCCURRED IN THE RETYPING. YOU SHOULD NOT RELY ON THIS DOCUMENT AS THE BASIS FOR IMPORTANT DECISIONS WITH REGARD TO THE PURCHASE OR USE OF ANY PROPERTY, AND NO LIABILITY OR RESPONSIBILITY IS ACCEPTED BY NEIGHBORHOOD SERVICES CORPORATION FOR ERRORS CONTAINED HEREIN. YOU MAY OBTAIN COPIES OF ANY RECORDED DOCUMENTS FROM THE COUNTY CLERKS OFFICE, OR YOU MAY OBTAIN COPIES OF UNRECORDED DOCUMENTS FROM THE HOMEOWNERS ASSOCIATION.