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## DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR TEAL RIDGE ESTATES, A RESIDENTIAL COMMUNITY TO THE CITY OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA.

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**DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS FOR TEAL RIDGE ESTATES,  
A RESIDENTIAL COMMUNITY TO THE CITY OF STILLWATER,  
PAYNE COUNTY, OKLAHOMA.**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Ideal Homes of Norman, LP, an Oklahoma limited partnership ("Declarant").

**PART ONE: INTRODUCTION TO THE COMMUNITY**

The Declarant has established this Declaration to provide a governance structure and a flexible system of standards and procedures for the overall development, administration, maintenance, and preservation of Teal Ridge Estates as a quality residential community.

Teal Ridge Estates Homeowners Association (the Association, or Teal Ridge Estates Homeowners Association) is an Oklahoma real estate development owners association comprised of all owners of real property in Teal Ridge Estates.

The Teal Ridge Estates Homeowners Association has the power under the Governing Documents to establish standards for conduct and activities within Teal Ridge Estates. Another component of the Teal Ridge Estates development is the Design Review Board, which has jurisdiction over all matters of design review for all property within Teal Ridge Estates.

**Section 1 Creation of the Community.**

**1.1 Purpose and Intent.**

Declarant, as the owner of the real property described in Exhibit "A," intends by the Recording of this Declaration to 1) wholly revoke and replace the Declaration of Protective Covenants and Restrictions recorded at Book 2596, Page 898 within the Payne County Clerk's office, 2) replace such covenants with these Governing Documents, and 3) create a general plan of development and common development scheme for the planned community known as Teal Ridge Estates. This Declaration provides a flexible and reasonable procedure for future expansion of Teal Ridge Estates to include additional real property as Declarant deems appropriate and provides for the overall development, administration, maintenance and preservation of the real property now and hereafter comprising Teal Ridge Estates. An integral part of the development plan is the creation of Teal Ridge Estates Homeowners Association, an association comprised of all owners of real property in Teal Ridge Estates, to own, operate and maintain various common areas and its improvements and to administer and enforce this Declaration and the other Governing Documents referred to in this Declaration.

This Declaration does not and is not intended to create a unit ownership estate within the meaning of 60 O.S. §501 *et seq.* This Declaration does and is intended to create a real estate development and owners association within the meaning of 60 O.S. §851 *et seq.*

invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or applications. If any judgment or court order alters a Governing Document for reasonableness, such judgment or court order shall specifically set out the interpretation, meaning, or change in the subject Governing Document in a form for filing with the County Clerk.

## **Section 2 Definitions.**

The terms used in Teal Ridge Estates Governing Documents shall be given their natural, commonly accepted definitions unless otherwise specified within the Governing Documents. Capitalized terms shall be defined as set forth below or within the Governing Documents.

2.1 "**Association**": Teal Ridge Estates Homeowners Association, Inc. an Oklahoma nonprofit corporation, its successors or assigns.

2.2 "**Base Assessment**": Assessments levied on all Lots subject to assessment under Section 8 to fund Common Expenses for the general benefit of all Lots, as determined in accordance with Section 8.1.

2.3 "**Board of Directors**" or "**Board**": The body responsible for administration of the Association, selected as provided in the By-Laws. Unless otherwise specifically noted, any reference to the Board in this Declaration means Teal Ridge Estates Association Board.

2.4 "**Builder**": Any Person who purchases one or more Lots for the purpose of constructing improvements for later sale to consumers, or who purchases one or more parcels of land within Teal Ridge Estates for further subdivision, development, or resale in the ordinary course of such Person's business.

2.5 "**Class "B" Control Period**": The period of time during which the Class "B" Member is entitled to exercise any addition or annexation rights under Section 9.1 to this Declaration.

2.6 "**Common Area**": All real property described within Exhibits "A" or "B," including any personal property and improvements thereon, including easements, which the Association owns, leases or otherwise holds possessory or use rights in or for the common use and enjoyment of the Owners. Common Area shall also include 1) all common signage for the Addition, 2) screening and perimeter fencing installed by or at the direction of the Declarant, 3) ornamental street lights installed by or at the direction of the Declarant.

2.7 "**Common Expenses**": The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Owners, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to Teal Ridge Estates Governing Documents. Common Expenses includes the Flint Hills Assessment. Common Expenses shall not be limited to those expenses relative to the care of Common Area.

2.8 "**Condominium**": The form of ownership as defined under the Oklahoma Unit Ownership Estate Act, 60 O.S. §501 et seq.



the Property, Properties, and Addition.

2.21 "**Teal Ridge Estates Governing Documents**" or "**Governing Documents**": A collective term referring to this Declaration and any applicable amendments and Supplemental Declaration, the By-Laws of the Association, (the "By-Laws"), the Articles of Incorporation of the Association, (the "Articles"), the Use Restrictions and Rules and any design review guidelines promulgated in accordance with Section 4, as they may be amended.

2.22 "**Teal Ridge Estates Standard**": The standard of conduct, maintenance, or other activity generally prevailing throughout Teal Ridge Estates. Such standard shall be established initially by Declarant and may be more specifically defined in the Use Restrictions and Rules, Design Review Guidelines, and in Board resolutions, the budget, levels of maintenance and the Association's operation of its facilities.

2.23 "**Lot**": A portion of Teal Ridge Estates, whether improved or unimproved, which may be independently owned and is intended for development, use, and occupancy as an attached or detached residence for a single family. The term shall refer to the land, if any, which is part of the Lot as well as any improvements thereon. In the case of a building within which a condominium is designated, each separate dwelling designated for real property taxation shall be deemed to be a separate Lot. In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to contain the number of Lots designated for residential use for such parcel on the Development Plan or the site plan approved by Declarant, whichever is more recent, until such time as a subdivision plat or condominium plat is Recorded on all or a portion of the parcel. Thereafter, the portion encompassed by such plat shall contain the number of Lots determined as set forth thereon and any portion not encompassed by such plat shall continue to be treated in accordance with this paragraph.

2.24 "**Use Restrictions and Rules**": The initial use restrictions and rules set forth in Exhibit "C," as they may be supplemented, modified and repealed pursuant to Section 3.

## **PART TWO: CREATION AND MAINTENANCE OF COMMUNITY STANDARDS**

The standards for use, conduct, maintenance, and architecture at Teal Ridge Estates give the community its identity and make Teal Ridge Estates a place that people want to call "home." The standards are more than simply rules. This Declaration establishes procedures for rulemaking as a dynamic process which allows the community standards to evolve as the community changes and grows and as technology and public perception change.

### **Section 3 Use and Conduct.**

#### **3.1 Framework for Regulation.**

Teal Ridge Estates Governing Documents establish, as part of the general plan of development for Teal Ridge Estates, a framework of servitudes, affirmative and negative covenants, easements, and restrictions which govern Teal Ridge Estates. Within that framework, the Declarant, the Board and the Members must have the ability to respond to unforeseen

the Use Restrictions and Rules may change from time to time. All purchasers of Lots are on notice that changes may have been adopted by the Board. Copies of the current Use Restrictions and Rules may be obtained from the Association as provided above.

### **3.4 Protection of Owners and Others.**

Except as may be contained in this Declaration either initially or by amendment or in the initial Use Restrictions and Rules set forth in Exhibit "C," and the Design Review Guidelines set forth in Exhibit "F," all rules shall comply with the following provisions:

**(1) Similar Treatment.** Similarly situated Owners shall be treated similarly; provided, the Design Review Guidelines and Use Restrictions and Rules may vary between additional or annexed properties.

**(2) Displays.** The rights of Owners to display religious and holiday signs, symbols, and decorations inside structures on their Lots of the kinds normally displayed in dwellings located in single-family residential neighborhoods shall not be abridged, except that the Association may adopt time, place, and manner restrictions with respect to displays visible from outside the dwelling. No rules shall unreasonably regulate the content of political signs. The rules may regulate the time, place and manner of posting such signs (including design criteria).

**(3) Household Composition.** No rule shall interfere with the freedom of Owners to determine the composition of their households, except that the Association shall have the power to require that all occupants be members of a single housekeeping unit and to limit the total number of occupants permitted in each Lot on the basis of the size and facilities of the Lot and such occupants' fair use of the Common Area.

**(4) Activities Within Dwellings.** No rule shall interfere with the activities carried on within the confines of dwellings, except that the Association may prohibit activities not normally associated with property restricted to residential use, and it may restrict or prohibit any activities that create monetary costs for the Association or other Owners, that create a danger to the health or safety of occupants of other Lots, that generate excessive noise or traffic, that create unsightly conditions visible outside the dwelling, or that create an unreasonable source of annoyance.

**(5) Alienation.** Subject to Exhibit "C" section 4, no rule shall prohibit leasing or transfer of any Lot, or require consent of the Association or Board for leasing or transfer of any Lot; provided, the Association or the Board may require a minimum lease term of up to 12 months. The Association may require that Owners use lease forms approved by the Association, but shall not impose any fee on the lease or transfer of any Lot greater than an amount reasonably based on the costs to the Association of administering that lease or transfer.

**(6) Abridging Existing Rights.** No rule shall require an Owner to dispose of personal property that was in or on a Lot prior to the adoption of such rule and which was in compliance with all rules previously in force. This dispensation shall apply only for the duration of such Owner's ownership of the Lot personalty, and this right shall not run with the title to any Lot.

shrubs, flowers, vegetables, sod, gravel, bark, exterior lighting, poles, sporting fixtures such as basketball goals, temporary sporting features such as temporary basketball goals, signs, exterior tanks, exterior air conditioning units, cooling, heating, and water softening equipment (Modifications). If the Design Review Board delegates to the Association its design review authority for exterior alterations of existing improvements or planting or removal of landscaping, the Association shall establish an Architectural Review Committee (ARC). The structure, policies, procedures, and standards set forth in this Section shall apply to the ARC unless the Design Review Board otherwise establishes or modifies such matters.

#### **4.4 No Waiver of Future Approvals.**

Each Owner acknowledges that the persons reviewing applications under this Section (collectively, the "Reviewer") will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of the Declaration or the Design Review Guidelines, may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features of proposed activity ("Work") within the scope of this Section until the Work is completed, in which case it may be necessary to require changes to the improvements involved. Approval of applications or Plans for any Work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right of any Reviewer to withhold approval as to any similar applications, Plans, or other matters subsequently or additionally submitted for approval.

#### **4.5 Variances.**

A Reviewer, in its sole discretion, may authorize variances from compliance with any guidelines and procedures (a) in narrow circumstances where the design meets the intent of the provision sought to be varied and where granting of the variance would enhance design innovation and excellence, or (b) when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations so require, but only in accordance with duly adopted rules and regulations. A variance may be granted only when special circumstances so dictate and no variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) estop the Reviewer from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, issuance of any permit, or the terms of any financing shall not constitute hardships.

#### **4.6 Limitation of Liability.**

The standards and procedures established by this Section are intended as a mechanism for maintaining and enhancing the overall aesthetics of Teal Ridge Estates; they do not create any duty to any Person. Review and approval of any application pursuant to this Section are made on the basis of aesthetic considerations only, and the Reviewer shall not bear any responsibility for ensuring (i) structural integrity or soundness of approved construction or modifications, (ii) compliance with building codes and other governmental requirements; or (iii) conformity of quality, value, size or design among Lots.

Declarant, the Design Review Board, the Association, the Board, and any committee, or

to any Supplemental Declaration or other declaration of covenants applicable to such Lot. Each Owner shall ensure their Lot is maintained in a neat and orderly fashion, not overgrown with vegetation, in a manner consistent with the Teal Ridge Estates Standard. Notwithstanding the foregoing, the Association shall have the maintenance responsibilities as set out within Section 7 below.

## **5.2 Responsibility for Repair and Replacement.**

Unless otherwise specifically provided in Teal Ridge Estates Governing Documents or in other instruments creating and assigning maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement, as necessary to maintain the property to a level consistent with Teal Ridge Estates Standard.

By virtue of taking title to a Lot, each Owner covenants and agrees with all other Owners and with the Association to carry property insurance for the full replacement cost of all insurable improvements on such Owner's Lot, less a reasonable deductible. If the Association assumes responsibility for obtaining any insurance coverage on behalf of Owners, the premiums for such insurance shall be levied as a Specific Assessment against the benefited Lot and the Owner.

Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising such Owner's Lot, the Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Section 4. Alternatively, the Owner shall clear the Lot and maintain it in a neat and attractive, landscaped condition consistent with Teal Ridge Estates Standard. The Owner shall pay any costs which are not covered by insurance proceeds.

## **PART THREE: COMMUNITY GOVERNANCE AND ADMINISTRATION**

The success of Teal Ridge Estates depends upon the support and participation of every Owner in its governance and administration. The Declaration establishes the Association as the mechanism by which each owner is able to provide that support and participation. While many powers and responsibilities are vested in the Association's Board of Directors, some decisions are reserved for the Association's membership – the owners of property in Teal Ridge Estates.

### **Section 6 The Association and its Members.**

#### **6.1 Function of Association.**

The Association is the entity responsible for management, maintenance, operation and control of the Common Area. The Association also is the primary entity responsible for enforcement of Teal Ridge Estates Governing Documents. The Association shall perform its functions in accordance with Teal Ridge Estates Governing Documents and the laws of the State of Oklahoma.

#### **6.2 Membership.**

Every Owner is a Member of the Association. There is only one membership per Lot. If a



for quorum purposes.

## **Section 7 Association Powers and Responsibilities**

### **7.1 Acceptance and Control of Association Property.**

The Association, through action of its Board, may acquire, hold, and dispose of tangible and intangible personal property and real property. Declarant and its designees may convey to the Association personal property and fee title, leasehold or other property interests in any real property, improved or unimproved, described in Exhibits "A" or "B." The Association shall accept and maintain such property at its expense for the benefit of its Members, subject to any restrictions set forth in the deed or other instrument transferring such property to the Association. Upon written request of Declarant, the Association shall re-convey to Declarant any unimproved portions of Teal Ridge Estates originally conveyed by Declarant to the Association for no consideration, to the extent conveyed by Declarant in error or needed by Declarant to make minor adjustments in property lines.

The Declarant shall not bear any responsibility for any damages caused by mold, or by some other agent, that may be associated with defects in Common Area improvements and construction, to include but not be limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects, or any other effects. Any implied warranties, including an implied warranty of workmanlike construction, an implied warranty of habitability, or an implied warranty of fitness for a particular use, are hereby waived and disclaimed.

### **7.2 Maintenance of Common Areas.**

The Association shall maintain, in accordance with The Teal Ridge Estates Standard and the business judgment rule, the Common Area, which shall include, but need not be limited to:

(i) all portions of and structures situated upon the Common Area, including but not any wall constructed along the boundary of Teal Ridge Estates adjacent to a section line road and any fence adjacent to Common Area installed by Declarant;

(ii) landscaping and hardscape within public rights-of-way within or abutting Teal Ridge Estates;

(iii) such portions of any additional property included within the Common Area as may be dictated by this Declaration, any Supplemental Declaration, or any contract or agreement for maintenance thereof entered into by the Association;

(iv) all areas located within Teal Ridge Estates which serve as part of the stormwater drainage system for Teal Ridge Estates as set out within a Development Plan, including improvements and equipment installed therein or used in connection therewith; provided, neither Declarant, the Design Review Board, nor the Association shall have any liability for damage or injury caused by flooding or surface runoff resulting from rainfall or other natural occurrences; and

(v) any property and facilities owned by Declarant and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members, such property and facilities to be identified by written notice from Declarant to the Association and to remain a part of the Common Area and be maintained by the Association until such time as

the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf;

(3) Workers compensation insurance and employers liability insurance, if and to the extent required by law;

(4) Directors and officers liability coverage;

(5) Commercial crime insurance, including fidelity insurance covering all Persons responsible for handling Association funds in an amount determined in the Board's business judgment; and

(6) Such additional insurance as the Board, in its business judgment, determines advisable.

Premiums for all insurance on the Common Area shall be Common Expenses

**7.3.2 Policy Requirements.** The Association shall arrange for an annual review of the sufficiency of its insurance coverage by one or more qualified Persons, at least one of whom must be familiar with insurable replacement costs in the Stillwater area. All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon request, to each Member insured.

The policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 7.3.1. In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with Section 3.24 of the By-Laws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such deductible against such Owner(s) and their Lots as a Specific Assessment.

**7.3.2.1 Additional Policy Requirements.** All insurance coverage obtained by the Board, to the extent reasonably possible, shall:

(1) be written with a company authorized to do business in the State of Oklahoma which satisfies the requirements of the Federal National Mortgage Association, or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate;

(2) be written in the name of the Association as trustee for the benefited parties. Policies on the Common Areas shall be for the benefit of the Association and its Members;

(3) not be brought into contribution with insurance purchased by Owners, occupants, or their Mortgagees individually;



necessitated by changes in applicable building codes.

Damaged improvements on the Common Area shall be repaired or reconstructed unless the Members representing at least 75% of the total Class "A" votes in the Association, and the Class "B" Member, if any, decide within 60 days after the loss not to repair or reconstruct. If either the insurance proceeds or estimates of the loss, or both, are not available to the Association within such 60-day period, then the period shall be extended until such funds or information are available. However, such extension shall not exceed 60 additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed.

If a decision is made not to restore the damaged improvements, and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive, landscaped condition consistent with Teal Ridge Estates-Wide Standard.

Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by the Association for the benefit of its Members and placed in a capital improvements account. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Lot.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Members, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 7.3.1.

#### **7.4 Compliance and Enforcement.**

Every Owner and occupant of a Lot shall comply with Teal Ridge Estates Governing Documents. The Board may impose sanctions for violation of Teal Ridge Estates Governing Documents, including an Owner's failure to timely remit FHA to the Association, after notice and a hearing in accordance with the procedures set forth in Section 3.24 of the By-Laws. Such sanctions may include, without limitation:

(1) imposing reasonable monetary fines which shall constitute a lien upon the violator's Lot. Such lien may be foreclosed in like manner as the other assessments under this Declaration. (In the event that any occupant, guest or invitee of a Lot violates Teal Ridge Estates Governing Documents and a fine is imposed, the fine shall first be assessed against the violator, but if the fine is not paid by the violator within the time period set by the Board, the Owner shall pay the fine upon notice from the Board);

(2) suspending an Owner's right to vote in all matters;

(3) suspending any Person's right to use any recreational facilities within the Common Area; provided, however, nothing herein shall authorize the Board to limit ingress or egress to or from a Lot;

The Association, by agreement, may, but shall not be obligated to, enforce applicable city and county ordinances, and may, but shall not be obligated to, permit Payne County or the City of Stillwater to enforce ordinances within Teal Ridge Estates Properties for the benefit of the Association and its Members.

While conducting the business affairs of the Association, the Board shall act within the scope of Teal Ridge Estates Governing Documents and in good faith to further the legitimate interests of the Association and its Members. In fulfilling its governance responsibilities, the Board's actions shall be governed and tested by the rule of reasonableness. The Board shall exercise its power in a fair and nondiscriminatory manner and shall adhere to the procedures established in Teal Ridge Estates Governing Documents.

### **7.5 Implied Rights; Board Authority.**

The Association may exercise any right or privilege expressly given to the Association by Teal Ridge Estates Governing Documents, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in Teal Ridge Estates Governing Documents, or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

### **7.6 Indemnification of Officers, Directors and Others.**

**SUBJECT TO OKLAHOMA LAW, THE ASSOCIATION SHALL INDEMNIFY THE DECLARANT, EVERY VOLUNTEER, EMPLOYEE, OFFICER, DIRECTOR, AND COMMITTEE MEMBER, INCLUDING THE DESIGN REVIEW BOARD AND ARCHITECTURAL REVIEW COMMITTEE OF DECLARANT AND ASSOCIATION (COLLECTIVELY INDEMNIFIED PARTIES) AGAINST ALL DAMAGES AND EXPENSES, INCLUDING LEGAL FEES, REASONABLY INCURRED IN CONNECTION WITH ANY CLAIM, ACTION, SUIT, OR OTHER PROCEEDING (INCLUDING SETTLEMENT OF ANY SUIT OR PROCEEDING, IF APPROVED BY THE THEN BOARD OF DIRECTORS) TO WHICH HE OR SHE MAY BE A PARTY BY REASON OF BEING OR HAVING BEEN AN OFFICER, DIRECTOR, EMPLOYEE, VOLUNTEER OR COMMITTEE MEMBER, EXCEPT THAT SUCH OBLIGATION TO INDEMNIFY SHALL BE LIMITED TO THOSE ACTIONS FOR WHICH LIABILITY IS LIMITED UNDER THIS SECTION.**

**THE INDEMNIFIED PARTIES SHALL NOT BE LIABLE FOR ANY MISTAKE OF JUDGMENT, NEGLIGENT OR OTHERWISE, EXCEPT FOR THEIR OWN INDIVIDUAL WILLFUL MISFEASANCE, WILLFUL MALFEASANCE, GROSS MISCONDUCT, OR BAD FAITH. THE INDEMNIFIED PARTIES SHALL HAVE NO PERSONAL LIABILITY WITH RESPECT TO ANY CONTRACT OR OTHER COMMITMENT MADE OR ACTION TAKEN IN GOOD FAITH ON BEHALF OF THE ASSOCIATION (EXCEPT TO THE EXTENT THAT SUCH INDEMNIFIED PARTIES MAY ALSO BE MEMBERS OF THE ASSOCIATION).**

**THE ASSOCIATION SHALL INDEMNIFY AND FOREVER HOLD EACH**

trails and paths, parks and other neighborhood spots at which to gather and interact, and roads, sidewalks, medians, and parking lots. Declarant may designate such areas and facilities as open to the public at the time Declarant makes such facilities or areas a part of the Common Area or the Board may so designate at any time thereafter.

### **7.10 Association's Responsibility with Respect to Transfer of Lots.**

As a courtesy, the Association may furnish to the purchaser of a Lot, within seven days after receipt of notice of a pending sale of the Lot given in accordance with Section 15, a copy of the Governing Documents, if not otherwise received by the purchaser in connection with such sale, and a dated document containing the following:

- (1) the telephone number and address of a principal contact for the Association, as designated by the Board;
- (2) the amount of all assessments, fees, or charges then owed by the seller of the Lot;
- (3) a statement regarding whether any portion of the subject Lot is covered by insurance the Association maintains;
- (4) a statement regarding whether the Association has any knowledge of any alterations or improvements to the Lot that violate any provision of this Declaration;
- (5) a statement as to whether the Association has knowledge of any violations of local health or building codes with respect to the Lot; and
- (6) a statement of case names and case numbers for pending litigation with respect to the Lot filed by the Association against the Member or filed by the Member against the Association.

The Association may charge a fee to cover the costs the Association incurs in preparing any document provided by this Section.

## **Section 8 Association Finances.**

### **8.1 Budgeting and Allocating Common Expenses.**

Prior to or contemporaneous with the invoicing of assessments, the Board shall prepare a budget of the estimated Common Expenses for the coming year, including any contributions to be made to a reserve fund pursuant to Section 8.2. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Lots, and the amount to be generated through the levy of Base Assessments and Special Assessments against the Lots, as authorized in Section 8.5. The budget shall also include a separate allocation for FHA-related expenses.

The Association is hereby authorized to levy Base Assessments, in accordance with the initial amounts set forth in Exhibit "E," or by some other formula, against all Lots subject to assessment under Section 8.5 to fund the Common Expenses. In determining the Base Assessment rate per Lot, the Board may consider any assessment income expected to be generated from any additional Lots reasonably anticipated to become subject to assessment during the fiscal year.

for special services may be levied in advance of the provision of the requested service; and

(2) to cover monetary fines, penalties, and costs incurred in bringing a Lot into compliance with Teal Ridge Estates Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of a Lot, their agents, contractors, employees, licensees, invitees, or guests; provided, the Board shall give the Lot Owner prior written notice and an opportunity for a hearing, in accordance with Section 3.24 of the By-Laws, before levying any Specific Assessment under this subsection (2).

### **8.5 Authority To Assess Owners; Time of Payment.**

Declarant hereby establishes and the Association is hereby authorized to levy assessments as provided for in this Section and elsewhere in Teal Ridge Estates Governing Documents. The obligation to pay assessments shall commence on a date determined in the sole discretion of the Declarant. Notwithstanding any provision to the contrary within the Governing Documents, assessments shall not be assessed on a particular Lot until a title transfer has been Recorded from the Declarant or Builder to a non-Declarant or non-Builder Owner; however the Declarant or Builder may elect to periodically pay assessments, but shall not be obligated to do so.

Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments at the closing of the transfer of title to a Lot and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, assessments may be paid in two or more installments. Unless the Board otherwise provides, the Base Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his Lot, the Board may require the outstanding balance on all assessments to be paid in full immediately.

### **8.6 Obligation for Assessments.**

**8.6.1 Personal Obligation.** Each Owner, by accepting a deed or entering into a Recorded contract of sale for any portion of Teal Ridge Estates, is deemed to covenant and agree to pay all assessments authorized in Teal Ridge Estates Governing Documents. All assessments, together with interest (computed from its due date at a rate of 10% per annum or such higher rate as the Board may establish, subject to the limitations of Oklahoma law), late charges as determined by Board resolution, costs, and reasonable attorneys' fees, shall be the personal obligation of each Owner and a lien upon each Lot until paid in full. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance.

Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any



Notwithstanding any other provision of this Declaration, no governmental authority or public utility shall be liable for assessments on any Lot dedicated to and accepted by the governmental authority or public utility ("Dedicated Property") which arose prior to its acceptance of such Lot. Dedicated Property shall include, without limitation, such areas created by or dedicated in the form of easements, including, perpetual easements, tract easements, and easements in favor of the City of Stillwater or municipal use property.

If only a portion of a Lot is Dedicated Property, any assessments which arose prior to the dedication shall remain due and owing against the non-dedicated portion of the Lot. If the entire Lot is Dedicated Property, such unpaid assessments shall be deemed to be Common Expenses collectible from owners of all Lots subject to assessment under Section 8.5.

In the event that a lien exists on any Dedicated Property, (a) if only a portion of the Lot is Dedicated Property, the lien shall remain in effect with respect to the undedicated portion of the Lot and shall terminate with respect to the Dedicated Property, or (b) if the entire Lot is Dedicated Property, the lien shall terminate with respect to the entire Lot.

### **8.8 Exempt Property.**

Notwithstanding any provision to the contrary in the Governing Documents, the following property shall be exempt from payment of Base Assessments, and Special Assessments:

(1) All Common Area and such portions of the property owned by Declarant as are included in the Common Area pursuant to Section 7.2;

(2) Any and all Dedicated Property including, without limitation such areas created by or dedicated in the form of easements, including, perpetual easements, tract easements, and easements in favor of the City of Stillwater, or property identified on the Development Plan as municipal use property; and

(3) In addition to the exemption set out in the first paragraph of Section 8.5 above, all property held by the Declarant, its successors, and its assigns, provided further that the Declarant, its successors, and its assigns shall also be exempt from Specific Assessments and Reserve Assessments.

In addition, Declarant and/or the Association shall have the right, but not the obligation, to grant exemptions to certain Persons qualifying for tax exempt status under Section 501(c) of the Internal Revenue Code so long as such Persons own property subject to this Declaration for purposes listed in Section 501(c).

Dedicated Property also shall be exempt from the payment of Specific Assessments.

### **8.9 Limitation on Increases of Assessments.**

Notwithstanding any provision to the contrary, the Board may not impose an assessment

covenants and easements may be set forth either in a Supplemental Declaration subjecting such property to this Declaration or in a separate Supplemental Declaration referencing property previously subjected to this Declaration. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property.

#### **9.4 Effect of Recording Supplemental Declaration.**

A Supplemental Declaration shall be effective upon Recording unless otherwise specified in such Supplemental Declaration. On the effective date of the Supplemental Declaration, any additional property subjected to this Declaration shall be assigned voting rights in the Association and assessment liability in accordance with the provisions of this Declaration.

#### **9.5 Condominium Conversions.**

In the event that any property now or hereafter subjected to the Declaration and located within the property described in Exhibits "A" or "B" is converted to a condominium, the owner of such property, subject to Declarant's approval requirements below, shall, subject such property to the provisions of this Declaration by Recording a Supplemental Declaration describing the property and specifically subjecting it to the terms of this Declaration. Such Supplemental Declaration shall not require the consent of the Association but shall require the signature of an officer of the Association acknowledging it. In addition, Declarant's prior written consent shall be necessary so long as Declarant owns any property described in Exhibits "A" or "B." Thereafter, each condominium unit within the condominium shall be treated in all respects as a Lot.

### **Section 10 Additional Rights Reserved to Declarant.**

#### **10.1 Withdrawal of Property.**

Declarant reserves the right to amend this Declaration, so long as it has a right to annex additional property pursuant to Section 9.1, for the purpose of removing from the coverage of this Declaration any portion of Teal Ridge Estates. Such amendment shall not require the consent of any Person other than the Owner(s) of the property to be withdrawn, if such Owner is not Declarant. If the property is Common Area, the Association shall immediately consent to such withdrawal; such consent may be exercised by a Declarant-controlled Association Board.

#### **10.2 Marketing and Sales Activities.**

Declarant and Builders authorized by Declarant may construct and maintain upon portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of Lots, including, but not limited to, business offices, signs, model units, and sales offices. Declarant and authorized Builders shall have a license with interest for access to and use of such facilities.

Declarant and Builders are required to permanently post notice in a prominent place in all model homes, sales offices, and all open spaces larger than 20,000 square feet stating that the



## **10.7 Termination of Rights.**

The rights contained in this Section shall not terminate until the earlier of (a) the date of termination of the Class B Control Period pursuant to Section 9.1 or (b) Recording by Declarant, in the sole discretion of the Declarant, of a written statement terminating such rights.

## **PART FIVE: PROPERTY RIGHTS WITHIN THE COMMUNITY**

The nature of living in a planned community, with its wide array of properties and development types and ongoing development activity, requires the creation of special property rights and provisions to address the needs and responsibilities of the Owners, Declarant, the Association, and others in or adjacent to the community.

### **Section 11 Easements.**

#### **11.1 Easements in Common Area.**

Declarant reserves unto itself and grants to each Owner a nonexclusive right and easement of use, access, and enjoyment in and to the Common Area, subject to:

(1) Teal Ridge Estates Governing Documents and any other applicable covenants, including any reserved Declarant rights to alter and remove Common Area;

(2) Any restrictions or limitations contained in any deed conveying such property to the Association;

(3) The Board's right to:

(i) adopt rules regulating the use and enjoyment of the Common Area, including rules limiting the number of guests who may use the Common Area;

(ii) suspend the right of an Owner to use recreational facilities within the Common Area (A) for any period during which any charge against such Owner's Lot remains delinquent, and (B) for a period not to exceed 30 days for a single violation or for a longer period in the case of any continuing violation, of Teal Ridge Estates Governing Documents after notice and a hearing pursuant to Section 3.24 of the By-Laws;

(iii) sell, dedicate or transfer all or any part of the Common Area, subject to such approval requirements as may be set forth in this Declaration;

(iv) impose reasonable membership requirements and charge reasonable admission or other use fees for the use of any recreational facility situated upon the Common Area;

(v) permit use of any recreational facilities situated on the Common Area by persons other than Owners, their families, lessees and guests upon payment of use fees established by the Board;

(vi) mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(vii) designate certain areas and facilities within the Common Area as open for the use and enjoyment of the public in accordance with Section 7.9.

Any Owner may extend the rights of use and enjoyment hereunder to the members of such Owner's family, lessees, and social invitees, as applicable, subject to reasonable regulation by the Board. An Owner who leases a Lot shall be deemed to have assigned all such rights to the

Declaration in accordance with Section 9 and only with respect to property that is owned by Declarant or the Association, as applicable.

(3) All work associated with the exercise of the easements described in subsections (1) and (2) of this Section shall be performed in such a manner as to minimize interference with the use and enjoyment of the property burdened by the easement. The grantor of the easements described in subsection (1) or (2), either Declaration or the Association, shall have the right to require specifically that the party exercising the easement, after exercising the easement, take restorative or ameliorative action with respect to the burdened property. Upon completion of the work, the Person exercising the easement shall restore the property, to the extent reasonably possible, to its condition prior to the commencement of the work. The exercise of these easements shall not extend to permitting entry into the structures on any Lot, nor shall it unreasonably interfere with the use of any Lot and, except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner or occupant.

#### **11.4 Easements To Serve Additional Property.**

Declarant hereby reserves for itself and its duly authorized agents, successors, assigns, and mortgagees, an easement over the Association Common Area for the purposes of enjoyment, use, access, and development of the property described in Exhibit "B," whether or not such property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of roads and for connecting and installing utilities on such property.

Declarant agrees that it and its successors or assigns shall be responsible for any damage caused to the Common Area as a result of their actions in connection with development of such property. In the event of any such damage to the property, whether to natural conditions or structures and regardless of whether such damage is the result of negligent, willful, or any other type of action, Declarant or its successors or assigns, whichever is appropriate, shall repair such property and shall restore it to the condition which existed prior to the occurrence of the damage or to the condition any governmental entity having jurisdiction requires, whichever standard is stricter. Declarant further agrees that if the easement is exercised for permanent access to such property and such property or any portion thereof benefiting from such easement is not made subject to this Declaration, Declarant, its successors or assigns shall enter into a reasonable agreement with the Association to share the cost of any maintenance which the Association provides to or along any roadway providing access to such property.

#### **11.5 Easements for Maintenance, Emergency and Enforcement.**

Declarant reserves to itself and grants to the Association easements over Teal Ridge Estates as necessary to enable the Association to fulfill its maintenance responsibilities under Section 7.2. The Association shall also have the right, but not the obligation, to enter upon any Lot for emergency, security, and safety reasons, to perform maintenance and to inspect for the purpose of ensuring compliance with and enforce Teal Ridge Estates Governing Documents; provided, however, except to avoid imminent threat of personal injury or property damage, entry into any portion of any property not generally open to the public shall only be authorized during

installed or used in connection therewith (collectively, "Drainage Areas") to install, maintain, repair, and replace such areas and property. Except to avoid imminent threat of personal injury or property damage, entry onto any portion of any property not generally open to the public shall only be authorized during reasonable hours and after receipt of the Owner's or occupant's consent, which consent shall not unreasonably be withheld.

### **11.8 Easements for Screening and Fencing.**

This Declaration hereby creates in favor of Declarant, so long as Declarant owns any property described in Exhibits "A" or "B," and the Association, and their successors, assigns, and designees, the nonexclusive right and easement to enter upon Lots and other areas within Teal Ridge Estates, on which common or generally useful screening and fencing has been installed for the purpose of improving the aesthetic quality of the Property. Except to avoid imminent threat of personal injury or property damage, entry onto any portion of any property not generally open to the public shall only be authorized during reasonable hours and after receipt of the Owner's or occupant's consent, which consent shall not unreasonably be withheld.

## **PART SIX: RELATIONSHIPS WITHIN AND OUTSIDE THE COMMUNITY**

The growth and success of Teal Ridge Estates as a community in which people enjoy living, working, and playing requires good faith efforts to resolve disputes amicably, attention to and understanding of relationships within the community and with its neighbors, and protection of the rights of others who have an interest in the community.

### **Section 12 Dispute Resolution and Limitation on Litigation.**

#### **12.1 Consensus for Association Litigation.**

Except as provided in this Section, the Association shall not commence a judicial or administrative proceeding without the approval at least two-thirds of the Members. Subsequent to the Class "B" Control Period, this Section shall not apply, however, to (a) actions brought by the Association to enforce Teal Ridge Estates Governing Documents (including, without limitation, the foreclosure of liens); (b) the imposition and collection of assessments; (c) proceedings involving challenges to ad valorem taxation; or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures necessary to institute proceedings as provided above, including the consent of the Declarant if the Declarant owns at least one Lot.

Prior to the Association or any Member commencing any judicial or administrative proceeding to which Declarant is a party and which arises out of an alleged defect at Teal Ridge Estates or any improvement constructed upon Teal Ridge Estates, Declarant shall have the right to be heard by the Members, or the particular Member, and to access, inspect, correct the condition of, or redesign any portion of Teal Ridge Estates, including any improvement as to which a defect is alleged. In addition, the Association or the Member shall notify the builder who constructed the subject improvement prior to retaining any other expert as an expert witness or

(1) Any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;

(2) Any delinquency in the payment of assessments or charges owed by a Lot subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of 60 days, or any other violation of Teal Ridge Estates Governing Documents relating to such Lot or the Owner or Occupant which is not cured within 60 days;

(3) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

(4) Any proposed action which would require the consent of a specified percentage of Eligible Holders.

### **13.2 Other Provisions for First Lien Holders.**

To the extent not inconsistent with Oklahoma law:

(1) Any restoration or repair of The Teal Ridge Estates after a partial condemnation or damage due to an insurable hazard shall be performed substantially in accordance with this Declaration and the original plans and specifications unless the approval is obtained of the Eligible Holders of first Mortgages on Lots to which more than 50% of the votes of Lots subject to Mortgages held by such Eligible Holders are allocated.

(2) Any election to terminate the Association after substantial destruction or a substantial taking in condemnation shall require the approval of the Eligible Holders of first Mortgages on Lots to which more than 50% of the votes of Lots subject to Mortgages held by such Eligible Holders are allocated.

### **13.3 No Priority.**

No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

### **13.4 Notice to Association.**

Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

### **13.5 Failure of Mortgagee To Respond.**

Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a



improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent available, unless within 60 days after such taking, Declarant, so long as Declarant owns any property subject to the Declaration or which may be made subject to the Declaration in accordance with Section 9.1, and Members representing at least 75% of the total Class "A" vote of the Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions of Section 7.3.3 regarding funds for restoring improvements shall apply.

If the taking or conveyance does not involve any improvements on the Common Area, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

### **16.2 Partition.**

Except as permitted in this Declaration, the Common Area shall remain undivided, and no Person shall bring any action to partition any portion of the Common Area without the written consent of all Owners and Mortgagees. This Section shall not prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring and disposing of real property which may or may not be subject to this Declaration.

### **16.3 Transfer or Dedication of Common Area.**

The Association may dedicate portions of the Common Area to Payne County, Oklahoma, the City of Stillwater, or to any other local, state, or federal governmental or quasi-governmental entity, subject to prior approval of the Declarant during the Class "B" Control Period.

## **Section 17 Amendment of Declaration.**

### **17.1 By Declarant.**

In addition to specific amendment rights granted elsewhere in this Declaration and without restriction by any term within this Declaration, until termination of the Class "B" membership, Declarant may unilaterally amend this Declaration for any purpose and at any time, including during restrictive periods. Thereafter, Declarant may unilaterally amend this Declaration if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Lots; or (iv) to satisfy the requirements of any local, state or federal governmental agency.

### **17.2 By Members.**

Except as otherwise specifically provided above and elsewhere in this Declaration, this





**EXHIBIT "B"**

**Land Subject to Annexation**

**THE LANDS BEING WITHIN A FIVE MILE RADIUS FROM THE  
PROPERTY DESCRIBED IN EXHIBIT "A."**

persons using the Common Area or to the occupants of other Lots;

**2.7 Burning.** Outside burning of trash, leaves, debris, or other materials;

**2.8 Audible Discharge.** Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be audible to occupants of other Lots, except alarm devices used exclusively for security purposes;

**2.9 Firecrackers, Firearms and Explosives.** Use and discharge of firecrackers and other fireworks, firearms, and other explosives, provided, the Board shall have no obligation to take action to prevent or stop such discharge;

**2.10 Dumping.** Dumping grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances on any Lot or Common Area and in any drainage ditch, stream, pond, or lake, or elsewhere within Teal Ridge Estates, except that fertilizers may be applied to landscaping on Lots provided care is taken to minimize runoff, and Declarant may dump and bury rocks and similar materials;

**2.11 Accumulation of Debris.** Accumulation of rubbish, trash, or garbage except between regular garbage pick ups, and then only in approved containers;

**2.12 Obstructions.** Obstruction or rechanneling drainage flows after location and installation of drainage swales, storm sewers, or storm drains, except that Declarant and the Association shall have such right; provided, the exercise of such right shall not materially diminish the value of or unreasonably interfere with the use of any Lot without the Owner's consent;

**2.13 Subdivision of Lots.** Subdivision of a Lot into two or more Lots, or changing the boundary lines of any Lot after a subdivision plat including such Lot has been approved and Recorded, except that Declarant shall be permitted to subdivide or replat Lots which it owns;

**2.14 Use of Water Areas.** Swimming, boating, use of personal flotation devices, or other active use of lakes, ponds, streams, or other bodies of water within Teal Ridge Estates, except that catch and release fishing from the shore shall be permitted with appropriate licenses and Declarant, its successors and assigns, shall be permitted and shall have the exclusive right and easement to retrieve materials and objects from bodies of water within the Common Areas and to draw water from lakes, ponds, and streams within Teal Ridge Estates for purposes of irrigation and such other purposes as Declarant shall deem desirable. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of rivers, lakes, ponds, streams or other bodies of water within or adjacent to Teal Ridge Estates;

**2.15 Investment Uses.** Use of any Lot for operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Lot rotates among participants in the program on a fixed or floating time schedule over a period of years, except that Declarant and its assigns may operate such a program with respect to Lots which it owns;

not limited to motorcycles, scooters, mopeds, go-carts, and golf carts, on sidewalks, pathways or trails, except that motorized carts may be operated by those requiring the same for medical purposes; and

**2.22 Construction Activities.** Any construction, erection, placement, or modification of any thing, permanently or temporarily, on the outside portions of the Lot, whether such portion is improved or unimproved, except in strict compliance with the provisions of Section 4 of the Declaration. This shall include, without limitation, signs, basketball hoops, swing sets and similar sports and play equipment; clotheslines; garbage cans; woodpiles; above-ground swimming pools; docks, piers and similar structures; and hedges, walls, dog runs, animal pens, or fences of any kind; satellite dishes and antennas, except that:

2.22.1 an antenna designed to receive direct broadcast satellite services, including direct-to-home satellite services, that is one meter or less in diameter;

2.22.2 an antenna designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or

2.22.3 an antenna that is designed to receive television broadcast signals;

(collectively, "Permitted Antennas") shall be permitted on Lots, subject to such reasonable requirements as to location and screening as may be set forth in the Design Review Guidelines, consistent with applicable law, in order to minimize obtrusiveness as viewed from streets and adjacent property. Declarant and/or the Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or a portion of Teal Ridge Estates, should any master system or systems be utilized by the Association and require such exterior apparatus.

**3. Prohibited Conditions.** The following shall be prohibited at Teal Ridge Estates:

3.1 Plants, animals, devices, or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of Teal Ridge Estates;

3.2 Structures, equipment, or other items on the exterior portions of a Lot which have become rusty, dilapidated, or otherwise fallen into disrepair; and

3.3 Sprinkler or irrigation systems or wells of any type which draw upon water from lakes, creeks, streams, rivers, ponds, wetlands, canals, or other ground or surface waters within Teal Ridge Estates, except that Declarant and the Association shall have the right to draw water from such sources.

3.4 Outbuildings, Temporary Structures. No temporary sheds, outbuildings, or temporary accessory buildings are allowed. Any sheds, outbuildings, or accessory buildings of a permanent

- iii. Currently and continually Professionally Manages no less than five residential real estate properties within the State of Oklahoma;
- iv. Has Professionally Managed residential real estate no less than three (3) years prior to the date the Professional Manager seeks to manage a Leased Lot.
- b. **“Professionally Manage”** shall mean the administration, oversight, management or control of residential real estate by a Professional Manager.
- c. **“Leased Lot”** shall mean any Lot within the Properties not occupied by the Lot Owner and for which any remuneration is paid to the Owner for the use or occupancy of such Lot.

#### **4.2.2 Leased Lot Restrictions and Requirements.**

- a. **Professional Management.** Each Leased Lot shall be Professionally Managed.
- b. **Registration.** Prior to the date any Lot shall become a Leased Lot, each Professional Manager shall register the following with the Association:
  - i. Name, business address, telephone and facsimile numbers, and email address for the individual Professional Manager;
  - ii. Professional Manager entity name, state of organizations, and date formed, business address, telephone and facsimile numbers, and email address for the entity Professional Manager;
  - iii. Date began property management of residential real estate;
  - iv. Maximum/minimum number of leased residential properties managed within the past 12 months;
  - v. Five representative property address references and contacts;
  - vi. Photocopies of all residential real estate licenses held by the owners, employees, and agents of Manager, including: license issuing agency, date license was obtained, and a certification by the license holder that such license is current and in effect as of the date such license holder seeks to become qualified as a Professional Manager;
  - vii. Demonstrate compliance with all licensing, ordinances, and code for any structure located on the Leased Lot;
  - viii. Demonstrate adequate insurance coverage, including but not limited to 1) liability and casualty on each structure located on the Leased Lot, and 2) worker’s compensation on the Professional Manager.
- c. **Familiarity with Governing Documents.** Each Professional Manager, their staff, employees, and agents shall demonstrate a familiarity with the Governing Documents to the Properties and shall agree to review the same with each tenant, lessee, or occupant.
- d. **Community-Wide Standard.** Each Professional Manager and Leased Lot Owner shall acknowledge the existence of the Community Wide Standard within the Properties and shall expressly agree that the Leased Lot shall be maintained within such standard, each personally agreeing to bear any expense incurred by the Declarant and Association in bringing the Leased Lot into compliance with the Governing Documents and Community Wide Standard.
- e. **No Joint Venture or Partnership.** The Owner of any Leased Lot and Professional Manager shall not be considered any partner, employee, agent or joint venturer with the Declarant or Association and no term within this Amendment shall create any implication or presumption of such relationship. No Owner of a Leased Lot or Professional Manager shall hold themselves or any other out to be any partner, employee, agent or joint venturer with the Declarant or Association.

value), 4) actual attorneys fees, 5) actual filing fees, 6) any other actual costs incurred by the Association in relation to the Lot purchase, and 7) incidental administrative fees and charges not in excess of two percent (2%) of the appraisal value. This Section shall act as a purchase agreement between the Registrant Lot Owner and Association.

**5.4. No Liability; Owner's Ability to Enforce.** The Association shall not be liable to any Lot Owner or anyone occupying or visiting the Addition as the result of the Association's failure to evict or remove a Registrant. Each affected Owner of a Lot may enforce this Section in the event the Association is unable to seek removal of a Registrant.

**5.5 Severability, Modification.** Each sentence, paragraph, and section within this Section are severable, and if any one or more should be found unreasonable and unmodifiable, such finding shall not affect the enforceability of this Section as a whole. Should a court find any provision within this Amendment, either in and of itself or in its application, unreasonable, it is the intent of the drafter that such court shall modify such provision so as to be reasonable and enforceable for the plain purposes of this Section.

- 3.14 Conduct of Meetings
- 3.15 Notice to Owners; Open Meetings
- 3.16 Action Without a Formal Meeting
- C. Powers and Duties
- 3.17 Powers
- 3.18 Duties
- 3.19 Right of Class 'B' Member to Disapprove Actions
- 3.20 Management
- 3.21 Accounts and Reports
- 3.22 Borrowing
- 3.23 Right to Contract
- 3.24 Enforcement

#### **4. OFFICERS**

- 4.1 Officers
- 4.2 Election and Term of Office
- 4.3 Removal and Vacancies
- 4.4 Powers and Duties
- 4.5 Resignation
- 4.6 Agreements, Contracts, Deeds, Leases, Checks, Etc.
- 4.7 Compensation

#### **5. COMMITTEES**

- 5.1 General
- 5.2 Covenants Committee

#### **6. MISCELLANEOUS**

- 6.1 Fiscal Year
- 6.2 Parliamentary Rules
- 6.3 Conflicts
- 6.4 Books and Records
- 6.5 Notices
- 6.6 Amendment



In the case of a special meeting or when otherwise required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered three days after deposit in the United States mail addressed to the Member at such Member's address as it appears on the records of the Association, with postage prepaid. If posted, the notice of a meeting shall be deemed delivered three days after such notice is posted at each entrance to Teal Ridge Estates.

**2.6 Waiver of Notice.** Waiver of notice of a meeting of Members shall be deemed the equivalent of proper notice. Any Member may waive, in writing, notice of any meeting of Members, either before or after such meeting. Attendance at a meeting by a Member shall be deemed a waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall be deemed a waiver of notice of all business transacted at such meeting, unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

**2.7 Adjournment of Meetings.** If any meeting of the Association cannot be held because a quorum is not present, a majority of Members who are present at such meeting may adjourn the meeting to a time not less than five nor more than 30 days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken is approved by at least a majority of the votes required to constitute a quorum.

**2.8 Voting.** The voting rights of the Members shall be as set forth in the Declaration and in these Bylaws, and such voting rights provisions in the Declaration are specifically incorporated herein by this reference.

**2.9 Proxies.** On any matter as to which a Member is entitled personally to cast the vote for a Lot, such vote may be cast in person, by written ballot, or by proxy, subject to the limitations of Oklahoma law relating to use of general proxies and subject to any specific provision to the contrary in the Declaration or these Bylaws.

Every proxy shall be in writing specifying the Lot for which it is given, signed by the Member or such Member's duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to the meeting for which it is to be effective. If such proxies have not been properly completed or returned in a timely fashion to the Secretary and a Member or such

appointed by the Class "B" Member, the directors shall be Members or residents; provided, however, no Owner and resident representing the same Lot may serve on the Board at the same time. A "resident" shall be any natural person 18 years of age or older whose principal residence is a Lot within Teal Ridge Estates. In the case of a Member which is not a natural person, any officer, director, partner or trust officer of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member; provided, no Member may have more than one such representative on the Board at a time, except in the case of directors appointed by the Class "B" Member.

**3.2 Number of Directors.** The Board shall consist of no less than three or more than nine directors, as provided in Articles 3.3 and 3.5 below. The initial Board shall consist of three directors as identified in the Articles of Incorporation.

**3.3 Directors During Class "B" Control Period.** Subject to the provisions of Article 3.5, the directors, shall be selected by the Class "B" Member acting in its sole discretion and shall serve at the pleasure of the Class "B" Member until the first to occur of the following:

- (a) when the Class B Control Period should cease; or
- (c) when, in its discretion, the Class "B" Member so determines.

### **3.4 Nomination and Election Procedures.**

(1) **Nominations and Declarations of Candidacy.** Prior to each election of directors, the Board shall prescribe the opening date and the closing date of a reasonable filing period in which each and every eligible person who has a bona-fide interest in serving as a director may file as a candidate for any position to be filled by Class "A" votes. The Board shall also establish such other rules and regulations as it deems appropriate to conduct the nomination of directors in a fair, efficient, and cost-effective manner.

Except with respect to directors selected by the Class "B" Member, nominations for election to the Board may also be made by a Nominating Committee. The Nominating Committee, if any, shall consist of a Chairman, who shall be a member of the Board, and three or more Members or representatives of Members. The members of the Nominating Committee shall be appointed by the Board not less than 30 days prior to each annual meeting to serve a term of one year and until their successors are appointed, and such appointment shall be announced in the notice of each election.

The Nominating Committee may make as many nominations for election to the Board as it shall, in its discretion, determine. The Nominating Committee shall nominate separate slates for the directors, if any, to be elected at large by all Class "A" votes. In making its nominations, the Nominating Committee shall use reasonable efforts to nominate candidates representing the diversity which exists within the pool of potential candidates.

Each candidate shall be given a reasonable, uniform opportunity to communicate qualifications to the Members and to solicit votes.

In the event of the death, disability, or resignation of a director, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time Members entitled to fill such directorship may elect a successor for the remainder of the term.

This Article shall not apply to directors appointed by the Class "B" Member. The Class "B" Member shall be entitled to appoint a successor to fill any vacancy on the Board resulting from the death, disability, or resignation of a director appointed by or elected as a representative of the Class "B" Member.

## **B. MEETINGS.**

**3.7 Organizational Meetings.** The first meeting of the Board following each annual meeting of the membership shall be held within 10 days thereafter at such time and place the Board shall fix.

**3.8 Regular Meetings.** Regular meetings of the Board may be held at such time and place a majority of the directors shall determine, but at least four such meetings shall be held during each fiscal year with at least one per quarter. Notice of the time and place of a regular meeting shall be communicated to directors not less than four days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

**3.9 Special Meetings.** Special meetings of the Board shall be held when called by written notice signed by the President or Vice President or by any two directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by: (a) personal delivery; (b) first class mail, postage prepaid; (c) telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (d) facsimile, computer, fiber optics or such other communication device. All such notices shall be given at the director's telephone number, fax number, electronic mail number, or sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least seven business days before the time set for the meeting. Notices given by personal delivery, telephone, or other device shall be delivered or transmitted at least 72 hours before the time set for the meeting.

**3.10 Waiver of Notice.** The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

**3.11 Telephonic Participation in Meetings.** Members of the Board or any committee designated by the Board may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment, by means of which all

**3.16 Action Without a Formal Meeting.** Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

### **C. POWERS AND DUTIES.**

**3.17 Powers.** The Board of Directors shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Declaration, these Bylaws, the Articles, and as provided by law. The Board may do or cause to be done all acts and things which the Declaration, Articles, these Bylaws, or Oklahoma law do not direct to be done and exercised exclusively by Members or the membership generally.

**3.18 Duties.** After the Class B Control Period, the duties of the Board shall include, without limitation:

- (1) preparing and adopting, in accordance with the Declaration, an annual budget and establishing each Owner's share of the Common Expenses;
- (2) providing for the operation, care, upkeep, and maintenance of the Common Area;
- (3) designating, hiring, and dismissing the personnel necessary to carry out the rights and responsibilities of the Association and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
- (4) depositing all funds received on behalf of the Association in a bank depository which it shall approve, and using such funds to operate the Association; provided, any reserve funds may be deposited, in the Board's best business judgment, in depositories other than banks;
- (5) making and amending use restrictions and rules in accordance with the Declaration;
- (6) opening of bank accounts on behalf of the Association and designating the signatories required;
- (7) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the Declaration and these Bylaws;
- (8) enforcing the provisions of the Declaration, these Bylaws, and the rules adopted pursuant thereto and bringing any legal proceedings which may be instituted on behalf of or against the Owners concerning the Association; provided, the Association shall not be obligated to take action to enforce any covenant, restriction or rule which the Board in the exercise of its business judgment determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action;
- (9) obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;
- (10) paying the cost of all services rendered to the Association;
- (11) keeping books with detailed accounts of the receipts and expenditures of the Association;
- (12) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Properties;
- (13) indemnifying a director, officer or committee member, or former director, officer, or



3.18(1), 3.18(2), 3.18(5)-(6), 3.18(8) and 3.18(13)-(14). Declarant or an affiliate of Declarant may be employed as managing agent or manager.

The Board may delegate to one of its members the authority to act on behalf of the Board on all matters relating to the duties of the manager, if any, which might arise between meetings of the Board.

The Association shall not be bound, either directly or indirectly, by any management contract executed during the Class "B" Control Period unless such contract contains a right of termination exercisable by the Association, with or without cause and without penalty, at any time after termination of the Class "B" Control Period upon not more than 90 days' written notice.

**3.21 Accounts and Reports.** Following the Class B Control Period, the following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise:

- (1) cash accounting, as defined by generally accepted accounting principles, shall be employed;
- (2) accounting and controls should conform to basic accounting principles;
- (3) cash accounts of the Association shall not be commingled with any other accounts;
- (4) no remuneration shall be accepted by the manager from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Association;
- (5) any financial or other interest which the manager may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board;
- (6) commencing at the end of the quarter in which the first Lot is sold and closed, financial reports shall be prepared for the Association at least quarterly containing:
  - (i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;
  - (ii) a statement reflecting all cash receipts and disbursements for the preceding period;
  - (iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;
  - (iv) a balance sheet as of the last day of the preceding period; and
  - (v) a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments which remain delinquent (any assessment or installment thereof shall be considered to be delinquent on the 15th day following the due date unless otherwise specified by Board resolution); and
- (7) an annual report consisting of at least the following shall be made available to all Members within 120 days after the close of the fiscal year: (i) a balance sheet; (ii) an operating (income) statement; and (iii) a statement of changes in financial position for the fiscal year. Such annual report shall be prepared on an audited, reviewed, or compiled basis, as the Board determines, by an independent public accountant; provided, upon written request of any holder, guarantor, or insurer of any first Mortgage on a Lot, the Association shall provide an audited financial statement.



or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation; (ii) the proposed sanction to be imposed; (iii) a period of not less than 10 days within which the alleged violator may present a written request for a hearing to the Board or the Covenants Committee, if one has been appointed pursuant to Article 5; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within 10 days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed; provided that the Board or Covenants Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the 10-day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

**(2) Hearing.** If a hearing is requested within the allotted 10-day period, the hearing shall be held before the Covenants Committee, or if none has been appointed, then before the Board in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the Person, who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

**(3) Appeal.** Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board. To exercise this right, a written notice of appeal must be received by the manager, President, or Secretary of the Association within 10 days after the hearing date.

**(4) Additional Enforcement Rights.** Notwithstanding anything to the contrary in this Article, the Board may elect to enforce any provision of the Declaration, these Bylaws, or the rules of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules) or, following compliance with the dispute resolution procedures set forth in Section 12 of the Declaration, if applicable, by suit at law or in equity to enjoin any violation or to recover monetary damages or both, without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred. Any entry onto a Lot for purposes of exercising this power of self-help shall not be deemed a trespass.

## **Article 4 Officers**

**4.1 Officers.** The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. The President and Secretary shall be elected from among the members of the Board; other officers may, but need not be members of the Board. The Board may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have such authority and perform such duties as the Board prescribes. Any two or more offices may be held by the same person, except the offices of President and Secretary.

establishes a different fiscal year by resolution.

**6.2 Parliamentary Rules.** Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Oklahoma law, the Articles of Incorporation, the Declaration, or these Bylaws.

**6.3 Conflicts.** If there are conflicts among the provisions of Oklahoma law, the Articles of Incorporation, the Declaration, and these Bylaws, the provisions of Oklahoma law (unless displaceable by the Governing Documents), the Declaration, the Articles of Incorporation, and the Bylaws (in that order) shall prevail.

#### **6.4 Books and Records.**

(1) **Inspection by Members and Mortgagees.** The Board shall make available for inspection and copying by any holder, insurer or guarantor of a first Mortgage on a Lot, any Member, or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in a Lot: the Declaration, Bylaws, and Articles of Incorporation, including any amendments, the rules of the Association, the membership register, books of account, including financial records, and the minutes of meetings of the Members, the Board, and committees. The Board shall provide for such inspection to take place at the office of the Association or at such other place within the Properties as the Board shall designate.

(2) **Rules for Inspection.** The Board shall establish rules with respect to: (i) notice to be given to the custodian of the records; (ii) hours and days of the week when such an inspection may be made; and (iii) payment of the cost of reproducing documents requested.

(3) **Inspection by Directors.** Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make a copy of relevant documents at the expense of the Association.

(4) **Exceptions to Inspection Requirement.** Notwithstanding any provision to the contrary, the Board shall not be required to make available for inspection any portion of any book or record which relates to any of the following:

- (i) personnel matters or a person's medical records;
- (ii) communication between an attorney for the Association and the Association;
- (iii) pending or contemplated litigation;
- (iv) pending or contemplated matters relating to enforcement of the Governing Documents; or
- (v) meeting minutes or other records of a session of a Board or Association meeting that is not required by law to be open to all Members.

In addition, the Board shall not be required to disclose or make available for inspection any financial or other records of the Association if disclosure would violate local, state, or federal law.

**6.5 Notices.** Except as otherwise provided in the Declaration or these Bylaws, all notices, demands, bills, statements, or other communications under the Declaration or these Bylaws shall be in writing and shall be deemed to have been duly given if posted at each entrance to Teal

**EXHIBIT "E"**

**Initial Base Assessments**

**Base Assessment**

**\$200.00**

## **1. INTRODUCTION**

### **1.1. Purpose.**

Teal Ridge Estates is a planned community comprised of real property in Payne County, State of Oklahoma. The purpose of The Teal Ridge Estates development is to provide a high quality, aesthetically pleasing residential community, while preserving the natural beauty of the area and enhancing the value of each Owner's investment. The purpose of the Design Review Guidelines (DRG) and Design Review Board (DRB) is to meet the overall Teal Ridge Estates purpose by assisting in the building design process. As a general rule, the DRG and DRB will not dictate any particular architectural style or hinder personal design preferences. The DRG and DRB will strive to maintain an aesthetic flow between the interrelated sections. Traditional design details may be incorporated in the DRG, but any styles that tend to disrupt aesthetic harmony will be discouraged.

### **1.2. Scope.**

The Design Review Guidelines and Design Review Board oversight apply to all Modifications, as defined in the Declaration. Modifications include new construction and the alteration of or additions to existing construction.

### **1.3. Amendments.**

The Design Review Board may amend, cancel, add to, modify, or otherwise change these Design Review Guidelines from time to time as necessary in the DRB's sole discretion. The DRB shall send notice of any changes by mail to all Owners at least five business days prior to implementation of any new design guideline. Such mailing, or failure thereof, shall not relieve each Owner of their obligation to determine applicable design guidelines prior to making any new construction or Modification.

### **1.4. Compliance with Local Law.**

The DRB is not responsible for notice of or ensuring compliance with building codes, structural details, local, state, federal law, or environmental agency compliance.

### **1.5. Limitation of Liability.**

The DRB is not responsible and shall bear no liability for the accuracy of drawings and techniques of construction. The DRB shall bear no liability and is not responsible for workmanship, safety, or quality of new construction or Modification based upon its review and decision of an application.

## **2. DESIGN REVIEW PROCEDURES**

### **2.1. Applicability.**

The Design Review Guidelines apply to all new construction and Modifications. Other examples include by illustration only antenna and satellite receivers, outdoor sculptures or artwork, storm doors, security doors, windows, storm windows and siding.

### **2.2. Design Review Board.**

Oversight of the DRG is vested in the Design Review Board, unless otherwise delegated or assigned to an Architectural Review Committee. The DRB shall consist of at least three and

new construction or Modification relates favorably to the landscape, the existing structures on the Lot and in the vicinity. Primary issues of concern are access, drainage, sunlight, and ventilation. When new construction or Modification has particular impact upon Lots in the vicinity, the DRB may require the applicant to discuss the proposal with Lot Owners in the vicinity prior to the DRB making a decision on the application. The DRB may also require the submittal of comments from Lot Owners in the vicinity.

**Scale.** All applications are reviewed to confirm that the proposed new construction or Modification relates well to the size, in three dimensions, of existing structures on Lots in the vicinity. For example, additions to an existing structure that would place the square footage of the structures on a Lot in disproportion to structures on Lots in the vicinity may be inappropriate.

**Color.** All applications are reviewed to confirm that the proposed new construction or Modification conforms to the colors represented on the existing structures on the Lot and on Lots in the vicinity.

**Materials.** All applications are reviewed to confirm that the proposed new construction or Modification utilizes materials of the same or compatible nature as were used on existing structures on the Lot or on Lots in the vicinity.

**Workmanship.** All applications are reviewed to confirm that the proposed new construction or Modification would entail workmanship of an equal or better quality than that represented on existing structures on the Lot or on Lots in the vicinity.

**Timing.** All applications are reviewed to confirm that the proposed new construction or Modification may be completed in a timely manner, whether an Owner performs such work themselves or contracts the work to be done.

## **2.5. Review Process for New Construction and Modifications.**

Prior to making application to the DRB, Owners are encouraged to meet with a representative of the DRB to avoid confusion about the approval process and to determine the acceptability of their design intent. The Owner should also obtain a current copy of the Design Review Guidelines and applicable forms.

Prior to commencing any new construction or Modifications, an Owner shall submit to the DRB an application for approval in such form as the DRB shall require. An acceptable application appears as Exhibit 1 to these Design Review Guidelines. Such application shall include plans and specifications ("Plans") showing site layout, structural design, exterior elevations, exterior materials and colors, landscaping, drainage, exterior lighting, irrigation, and other features of proposed construction, as applicable. The DRB, ARC, the Declaration, or the Design Review Guidelines may require the submission of such additional information as may be reasonably necessary to consider any application. For consideration, the application must be received by the DRB before 5:00 p.m. five days prior to the scheduled meeting of the DRB. The DRB will meet on a regular basis as determined by the DRB. Late submissions will not be reviewed until the next meeting of the DRB.



approval. This Section shall not apply to the activities of Declarant, nor to activities of the Association during the Class "B" Control Period.

### **3. CONSTRUCTION GUIDELINES AND PROCEDURES**

#### **3.1. Construction Drawings.**

All proposed new construction or Modification requires DRB review, which comes only as a result of a properly submitted application. The application must include construction drawings of the proposed improvement. Depending on the type of new construction or Modification, the DRB may require less or more construction drawings for a proper application. Construction drawings include, but are not limited to:

**Site Plan.** A site plan must be submitted with the application and will include:

- 4.1. **Site survey** with property lines or a site plan based on the recorded plat;
- 4.2. **Elevation drawings** showing elevations of the property corners, center of building or existing structures, culvert inlets, edge of roadway and finished floor elevations;
- 4.3. **Vegetation diagram** showing the location and species of trees 3" in diameter or larger at 48" from the ground;
- 4.4. **Setback lines**;
- 4.5. **Building outline** including service yard and front and rear corner of adjacent buildings;
- 4.6. **Paved area diagram** including drives, parking areas, walks, patios, etc.;
- 4.7. **Drainage and grading plan** if the proposed construction disturbs any dirt or would alter in any manner the flow of storm water or run-off;
- 4.8. **Special features locations**, such as easements, common areas, walls, etc.;
- 4.9. **Utility elements** and improvements, such as utility meters, etc.

**Floor Plan.** A floor plan must be submitted that details square footage per level and total and showing the roof outline, entry steps, service yard details such as screening and all other architectural features.

**Roof Plan.** A roof plan must be submitted that indicates roof pitch, an outline of the building walls below, the roof outline, dormers, and any other pertinent features.

**Elevation Drawings.** Elevation drawings must be submitted to include all four elevations, indicate existing grades and finished grades, exterior finishes of materials, roof pitch, window and door designs, service yard enclosure, screening of meters and equipment, and any other pertinent information such as the windscreen for the chimney.

**Color and Materials Specifications.** Color and materials specification to be used must be identified in the application. If requested by the DRB, samples of both color and materials are to be submitted to the DRB in a form provided by the DRB in their request.

**Detail Drawings.** Detail drawings must be submitted showing wall sections, service area enclosure details, and other architectural details. A schedule of window types and finish colors would help in the review process.

**Electric Plan.** An electric plan must be submitted to show the location of the meter

- commencement. Any change to the exterior of the house, siding, driveway, garage, etc., must receive prior approval from the DRB.
7. **Signs.** To minimize visual clutter, the DRB has a job site sign standard to be used on all construction sites. A sign stanchion specification will be provided by DRB. Individual contractors will be responsible for providing a sign stanchion per design specifications. Contact the DRB for placement and coordination.
  8. **Erosion Control.** Each owner shall be responsible for the installation and maintenance of all necessary erosion control devices and shall at all times keep erosion control devices in good working order. Any failure of erosion control devices and subsequent clean-up shall be the responsibility of the owner. In the event landscaping is delayed to meet optimal planting seasons, owner shall be responsible for establishing and maintaining turf to minimize erosion. Receipt of a DRB acknowledgement of compliance will depend upon compliance with erosion control provisions. Any default by an Owner or contractor of erosion control pursuant to this section shall be remedied within 24 hours of notice of such default.
  9. **Repair to Damaged Property.** Damage or scarring to other property, including, but not limited to, open space, other Lots, roads, driveways, sidewalks and/or other improvements whether surface or subsurface will not be permitted. If any such damage occurs, it shall be repaired and/or restored promptly at the expense of the person causing the damage. Upon completion of construction, each contractor shall clean the construction site and repair all property, whether above surface or subsurface, which was damaged, including, but not limited to, restoring grades, planting shrubs and trees as approved or required by the DRB and repairing streets, driveways, pathways, sidewalks, culverts, ditches, signs, lighting, and fencing, etc.
  10. **Schedule of Assessments for Violations of the Design Review Guidelines for Teal Ridge Estates.** The following is a Schedule of Assessments that will be enforced when a contractor or owner violates the Governing Documents and/or these Design Review Guidelines. The assessments collected will be used for grounds beautification in Common Areas and will not be refunded to the contractor or owner. Assessments will be charges against the Lot and may prevent transfer of the Lot or frustration of construction/permanent financing. Assessments levied by the DRB due to violations may be appealed, in writing, with appropriate justification, to the Chairman of the DRB. The Schedule of Assessments may be amended by the DRB to meet the needs of the Property as development continues. Such amendments shall occur as provided under Section 1.3 to the DRG.

#### Schedule of Assessments

The Violation	Assessment
▪ Violations of 3.3.2.2 above shall be assessed the actual cost of clean up plus \$100.00.	
▪ Violations of 3.3.2.8 above shall be assessed the actual cost of clean up plus \$100.00.	
▪ Other violations of the Governing Documents, including Design Review Guidelines shall be assessed \$5.00 per day. A notice of violation shall be sent certified mail to the Owner or contractor, and any assessment shall accrue on a daily basis beginning 72 hours after the Owner or contractor receives such notice. Otherwise, any assessment shall accrue beginning 72 hours of actual notice of the violation.	

## General Design Standards

The general design standards are listed below in alphabetical order according to natural headings. The following list of design standards is presented for your convenience and should not be taken to be an exhaustive or exclusive list of items subject to DRB review. If you have any questions about a particular design standard or applicability to your proposed design, please contact the DRB. Unless otherwise indicated within the specific design standard, each design standard applies to every Lot. None of the following design standards should be read so as to negate making an application or the requirement of an Owner to receive DRB approval prior to undertaking new construction or a modification.

- 4.1. **Address Numbers.** Approval is not required if numbers are not larger than six (6) inches in height, whether such numbers are affixed on the dwelling or mailbox, or painted on the curb.
- 4.2. **Air conditioners and fans.** Window unit air conditioners and fans are permitted so long as they are not visible from any street, any other Lot, or the Common Areas.
- 4.3. **Awnings.** Any form of awning must receive approval from the DRB prior to installation.
- 4.4. **Birdfeeders.** Seeded or suet birdfeeders are only allowed in private backyards below the top of the fence line. Because there are no seeds in hummingbird feeders, these are allowed on private property without a height limit.
- 4.5. **Chimneys.** Chimneys shall receive DRB approval prior to installation.
- 4.6. **Clotheslines.** Clotheslines are prohibited.
- 4.7. **Decks.** Decks may be constructed in the back yard of a Lot with prior DRB approval. Decks must be constructed of wood or other materials similar to the materials used on the residence, must be painted or stained substantially similar to the residence. Views under decks shall be screened in a manner approved by the DRB.
- 4.8. **Dog Houses.** Any dog house shall be located in the back yard of a Lot. Any dog house shall not be larger than 4 feet wide by 4 feet long, and 3 feet tall at the peak of the roof.
- 4.9. **Dog Runs.** Dog runs are not permitted.
- 4.10. **Doors.** Door colors and materials shall remain as originally installed, unless otherwise given prior DRB approval.
- 4.11. **Drainage.** All drainage shall conform to City ordinance and The Teal Ridge Estates development drainage plan.
- 4.12. **Driveways and Sidewalks.** The Declarant and Builders have installed standard concrete driveways and sidewalks. Any modification to these must receive prior DRB approval and must meet City ordinance. No driveway or sidewalk visible from any street, any Lot, or the Common Areas shall be painted, stained, or otherwise colored or decorated unless otherwise approved by the DRB.
- 4.13. **Fences.** Except as provided below, all fencing shall be constructed of 6 foot dog-eared wood stockade with the smooth surface installed facing out from the Lot. The DRB may, in its discretion, allow substantially similar fencing materials upon application. For any corner Lot, no fence shall be constructed closer than twenty-one (21) feet from the street, as measured from the base of the curb to the base of the fence. Any fencing facing the center Common Area shall be constructed of a four (4) foot in height split rail fencing with black vinyl-coated chain link product. All fencing and walls require Declarant approval prior to construction or installation.

any set back provided by any Governing Document. Each outbuilding shall be properly permitted as required by City ordinance.

- 4.25. **Outdoor Furniture.** Except with prior DRB approval, all outdoor furniture shall be contained wholly within the back yard of a Lot.
- 4.26. **Painting.** Prior DRB approval is required for all painting, including but not limited to structures and garages, of a color other than originally installed by the Declarant or Builder.
- 4.27. **Patios, Patio Covers, Porches, Arbors.** All patios, porches, and the like must receive prior DRB approval. Patios must be constructed of materials of like kind, color and style as the Dwelling.
- 4.28. **Play and Sports Equipment.** Play and sports items and equipment are not permitted on any Lot adjoining Common Area where such items and equipment would be visible from the Common Area. All play and sports items and equipment must be wholly contained in the backyard to a Lot and may be no higher than 6 feet tall. Basketball backboards and hoops may not be affixed to any portion of the Lot. Portable basketball backboards and hoops may be used in the front yard of a Lot during daylight hours, but shall be stored out of sight otherwise.
- 4.29. **Pools.** Pools of any type may be permitted with prior DRB approval.
- 4.30. **Roofs.** See, specific design guidelines above.
- 4.31. **Satellite Dishes and Antennas.** No exterior radio antenna, television antenna, or other antenna, satellite dish, or audio or visual reception device of any type shall be placed, erected or maintained on any Lot, except inside a residence or otherwise concealed from view; provided, however, that any such devices may be erected or installed by the Declarant during its sales or construction upon the Lots; and provided further, however, that these requirements shall not apply to those antenna which are specifically covered by regulations promulgated under the Telecommunications Act of 1996, as amended from time to time. As to antenna which are specifically covered by the Telecommunications Act of 1996, as amended, the DRB shall be empowered to adopt rules and regulations governing the types of antenna that are permissible hereunder and, to the extent permitted by the Telecommunications Act of 1996, as amended, establishing reasonable, non-discriminatory restrictions relating to appearance, safety, location and maintenance.

As provided in the Telecommunications Act of 1996, "Antenna" is defined as follows: (1) an antenna that is designed to receive direct broadcast satellite service including direct-to-home satellite services and is one meter or less in diameter or diagonal measurement; (2) an antenna that is designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services and is one meter or less in diameter or diagonal measurement; or (3) an antenna that is designed to receive television broadcast signals.

All Antennas are subject to the provisions set forth below:

1. Any Antenna an Owner places on their property must be registered with the DRB within ten (10) days of installation. Owners shall submit a registration drawing detailing how it complies with the guidelines set forth herein.



for other Owners. If such damage occurs, owners are responsible for these costs.

**If an Antenna needs to be installed in any way that is not consistent with the above-mentioned provisions due to preclusion of an acceptable quality signal, then the homeowner is asked to submit a request for location approval. The Association's approval will then be based on how well the device is screened from the view of both public and private areas. Important Note: Any Antenna/Satellite Dish that is in any way mounted on your house may void applicable warranties.**

- 4.32.           **Siding.** Any siding must receive prior DRB approval.
- 4.33.           **Signs:** Subject to the restriction that no sign shall be located within any Common Area, and except as reserved by the Declarant, the following sign standards shall apply.
- 4.33.1. **Real Estate Signs:** Temporary, non-illuminated, real estate signs indicating the availability for sale, rent, or lease of a specific Lot upon which this sign is erected or displayed are approved without application, provided the sign does not exceed five (5) square feet in total area, does not exceed four feet (4') in height, and the Lot is restricted to one (1) sign per street frontage. Such signs are to be removed immediately following sale closing or rental occupancy of the property. Such signs may not be placed on any fence. Open House signs shall conform to the above dimensions, are limited in number to six (6), shall be placed only upon the owner's Lot or within the public right-of-way for the duration of the open house, and shall not block or interfere with traffic visibility. All signs must also meet local sign codes.
- 4.33.2. **Garage Sale Signs:** A sign advertising the existence of a garage sale of personal property may indicate the date, time and location of the sale. Such signs may have a maximum area of three (3) square feet, and may be posted for the period of the garage sale only. Such signs may not block or interfere with traffic visibility, and shall be posted only on the owner's Lot or within the public right-of-way.
- 4.33.3. **Political Signs.** Signs depicting the name and office of a legitimate political candidate who has filed for a present political race are allowed, provided such signs do not exceed a maximum area of three square feet. Such signs shall be removed the day after elections pertaining to the candidate's race. All signs depicting political slogans and information other than the candidate's name and office shall receive prior DRB approval.
- 4.33.4. **Other Signs.** All other signs, including but not limited to, posters, billboards, advertising devices, or displays of any kind, are not permissible for posting on any Lot without the prior written consent of the DRB.
- 4.34.           **Skateboard Ramps.** Not permitted.
- 4.35.           **Skylights.** See, specific design standards.
- 4.36.           **Solar Devices.** All solar devices must receive prior DRB approval.
- 4.37.           **Statues, Sculptures, Fountains, Ponds.** Placement of any statue, sculpture, fountain, pond, or similar artistic expression in the front yard of any Lot or the front and backyard of any Lot adjoining the Common Areas is highly discouraged by the DRB and must receive prior DRB approval. All other locations of artistic expressions visible from other Lots or requiring any excavation must receive prior DRB approval.



size arranged in a single row along the foundation is not acceptable. Installing plant material of different sizes and textures in natural groupings is a preferred alternative.

2. **Screen.** Visually screen compressors, tanks, service yards, transformers, telephone pedestals, recreation equipment, parking, driveways, patios and other hard or unsightly areas.
3. **Restoration.** Restoration of a site due to construction.
4. **Drainage.** It is the responsibility of each owner to handle surface water on the Lot to minimize impact on adjoining property and insure that water is moved to the appropriate areas to interface properly with Teal Ridge Estates's master drainage plan.
5. **Phasing.** This approach to landscaping is approvable; however, the initial phase must meet the first four (4) objectives above.
6. **Conservation.** Owners are also encouraged to plan for the conservation of water by planting native and drought resistant species.
7. **View.** Taller plantings and recreation equipment should not be placed in the neighbor's view line. Existing vegetation will be allowed to remain in the view line. The view line is defined by starting at the left and right rear property corners and proceeding twenty (20) feet toward the front corners and twenty (20) feet toward the center across the rear property line. These two new points, near each corner, when connected form triangles that should remain free of obstructions for neighbor's view corridors.

#### **5.4. Plans.**

1. **Landscaping.** The landscaping plan must be professionally prepared on a site plan indicating topography, existing and proposed vegetation. The plan should be drawn at a scale of 1/8 inch equals one foot. The plan should graphically illustrate location, Lot number, adjoining Lot border lines, nearest structure lines on adjoining Lots, sizes of plant material, lawn, mulched areas, and open areas. A schedule must be included on the planting plan indicating the following specifications for each plant: Common name, Plant height at time of planting (2 gallon minimum), Plant quantities, Identify grass and mulched areas. Lots within The Teal Ridge Estates shall meet all requirements of the City of Stillwater's Landscaping Ordinance in place at the time of development. In addition, the required points for the Subdivision Buffer along the section line roads shall be doubled.
2. **Features and Surface.** All existing site features such as roads, walks, structures on adjoining Lots, bike paths, walls, etc. are to be graphically noted on the Landscape Site Plan. All surfacing materials are to be noted (as to whether they are concrete, grass, planting beds, etc.). Texturing or other surface treatment of concrete paving is to be indicated and should include color presentation.
3. **Sod Requirement.** All lawn areas must be covered with sod approved by the DRB.
4. **Tree Requirement.** To the extent one exists, each Lot Owner shall comply with the landscaping plan promulgated by the Design Review Board. In any event, each Lot shall have located within the front yard two live trees having no less than a 2" caliper measured six inches from the ground. Corner Lots shall have located within their front yard three live trees having no less than a 2" caliper measured six inches from the ground. All landscaping shall be regularly and reasonably maintained and improved. Any tree, whether indigenous or planted, that must be removed or fails to thrive shall be immediately replaced by the Lot Owner.
5. **Irrigation.** Should any Lot have any form of irrigation system installed to irrigate planting beds or grassed areas of the Lot, the spray from such irrigation system shall be contained as

## Application for Design Review for Teal Ridge Estates

Pursuant to the Governing Documents, any Owner desiring to make any Modification to a Lot must make an application to the Design Review Board prior to commencement of work. By completing this Application and making the appropriate submittals, you successfully make your application for modifications as required by the Governing Documents. You may need additional approvals from local, state, or federal agencies. By executing and submitting this Application, the Owner(s) acknowledge that they have reviewed the Governing Documents and understand the standards applicable to Modifications and the authority and discretion afforded the DRB, all such provisions within the Governing Documents being incorporated herein by reference. If you need any additional space, please include supplement pages.

Name of Owner(s) \_\_\_\_\_

Property address: \_\_\_\_\_

Day phone \_\_\_\_\_ Evening phone \_\_\_\_\_

**1. Modification Area.** Approval is requested for the following Modifications as described below and on the submittal pages. The general type of Modification requested is indicated below. If applicable, appropriate submittal pages are indicated and attached to this Application. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. Submittal Pages.** All applications shall include appropriate submittal pages showing such design features as required by the Governing Documents and Design Review Guidelines. Failure to include the submittal pages will result in a returned Application.

Commencement date: \_\_\_\_\_ Time for completion: \_\_\_\_\_

This is a Re-application:  YES  NO

\_\_\_\_\_  
Owner's Signature(s)

**[DO NOT WRITE BELOW THIS LINE]**

Date Application received \_\_\_\_\_ By \_\_\_\_\_

Action on Application:  Approved  Denied  Other \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

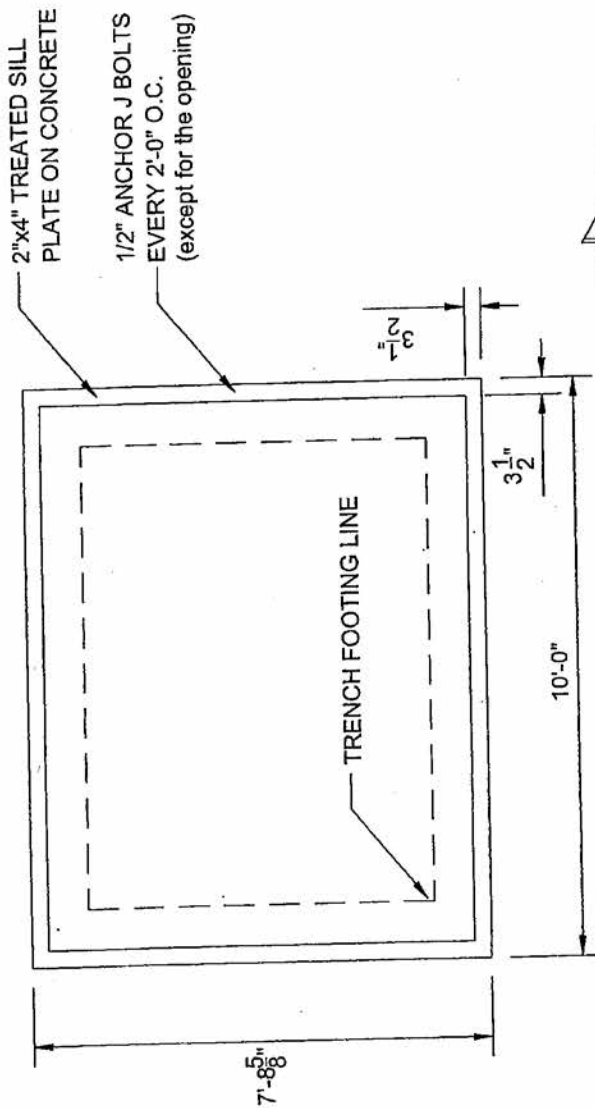
\_\_\_\_\_  
Authorized DRB signature

**10'x12'**

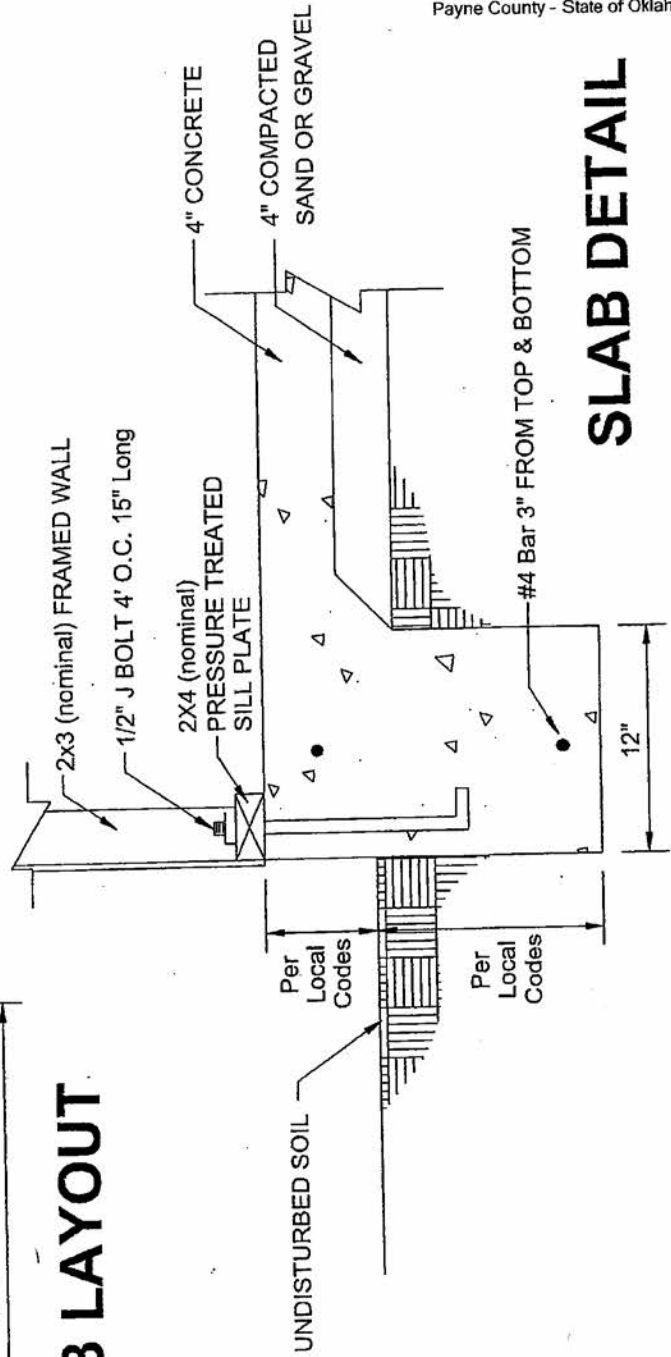
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**10'x16'**

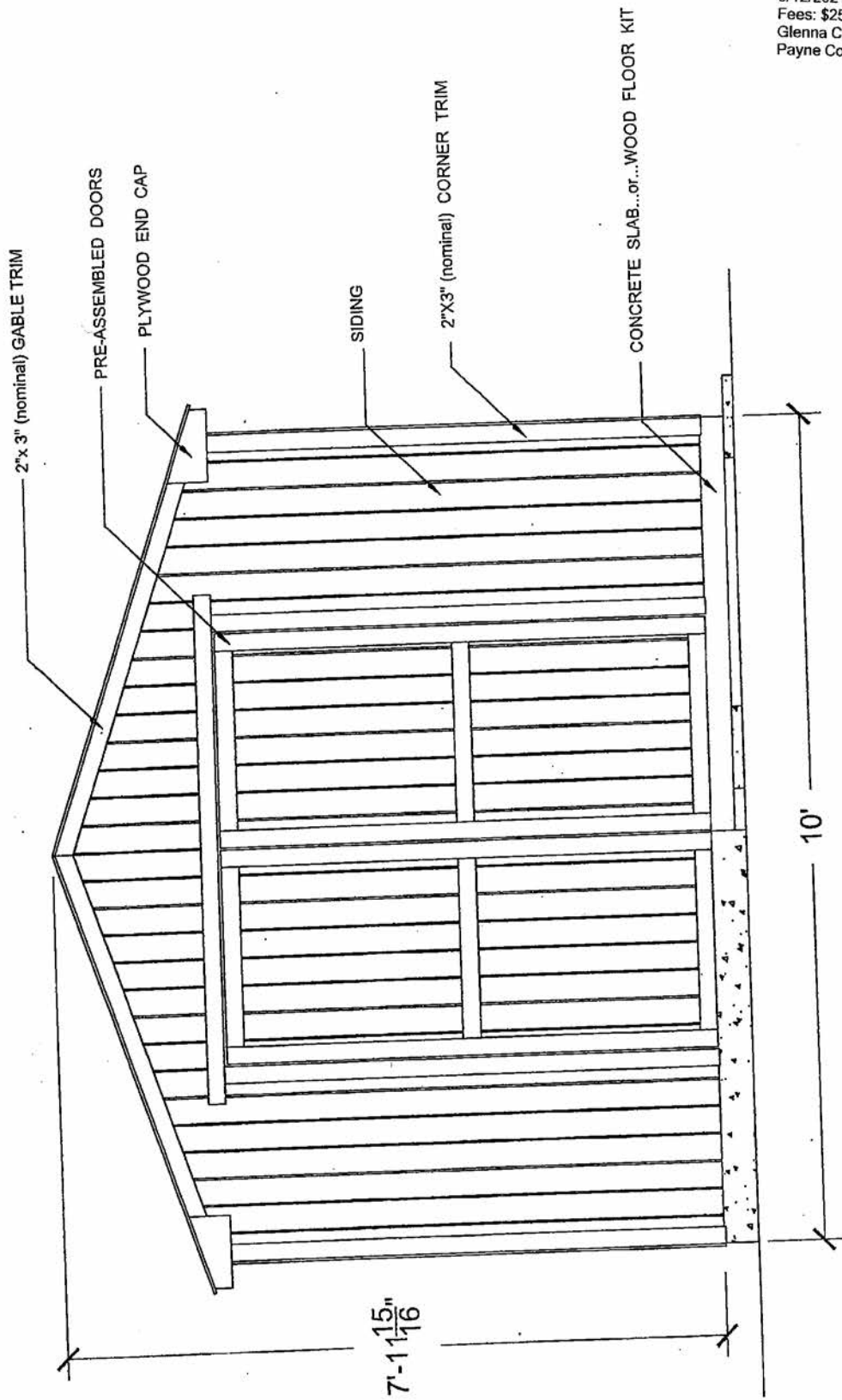
Slab size is 10' x 15' 8-5/8"



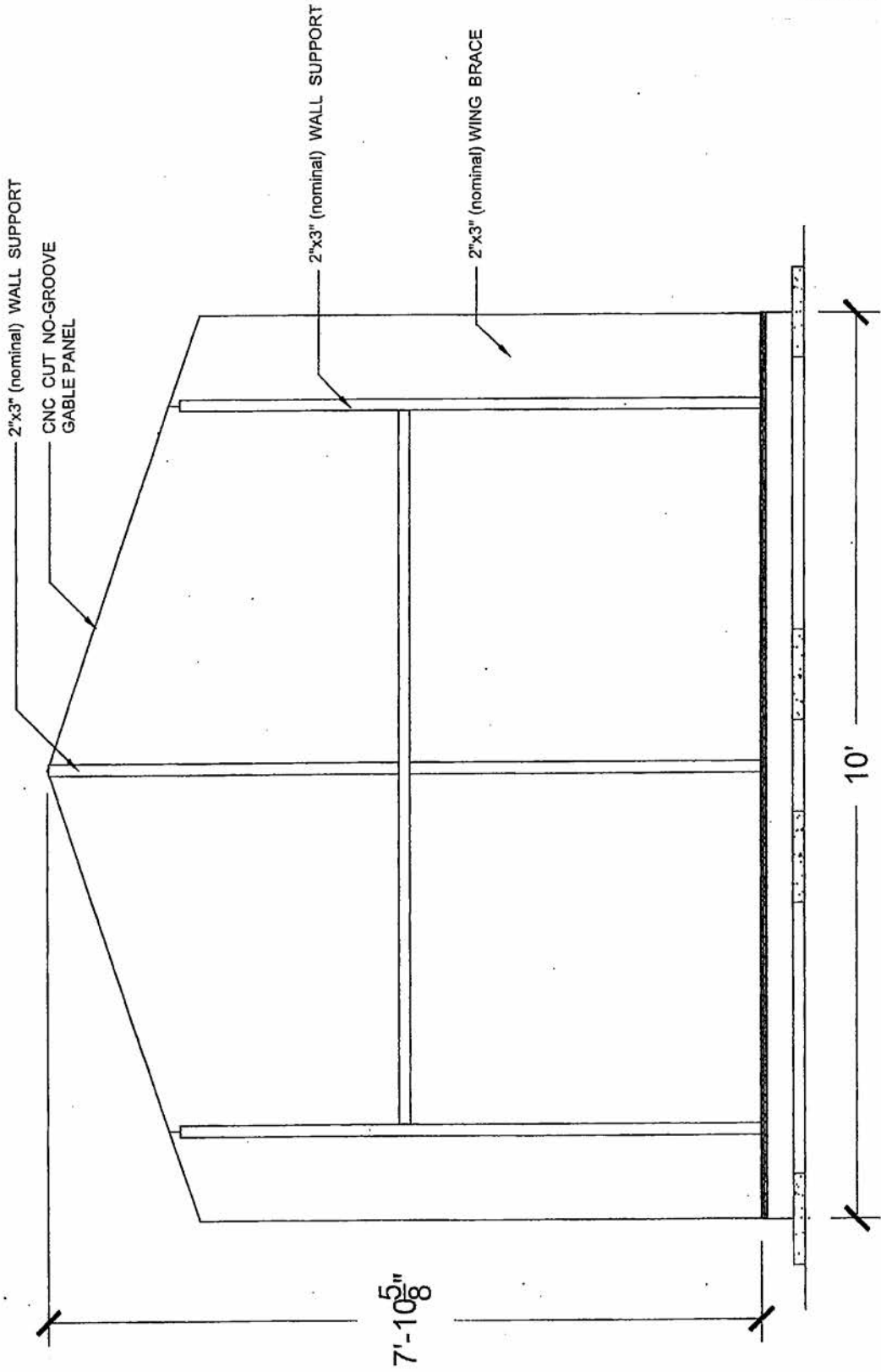
### SLAB LAYOUT



### SLAB DETAIL



# FRONT ELEVATION

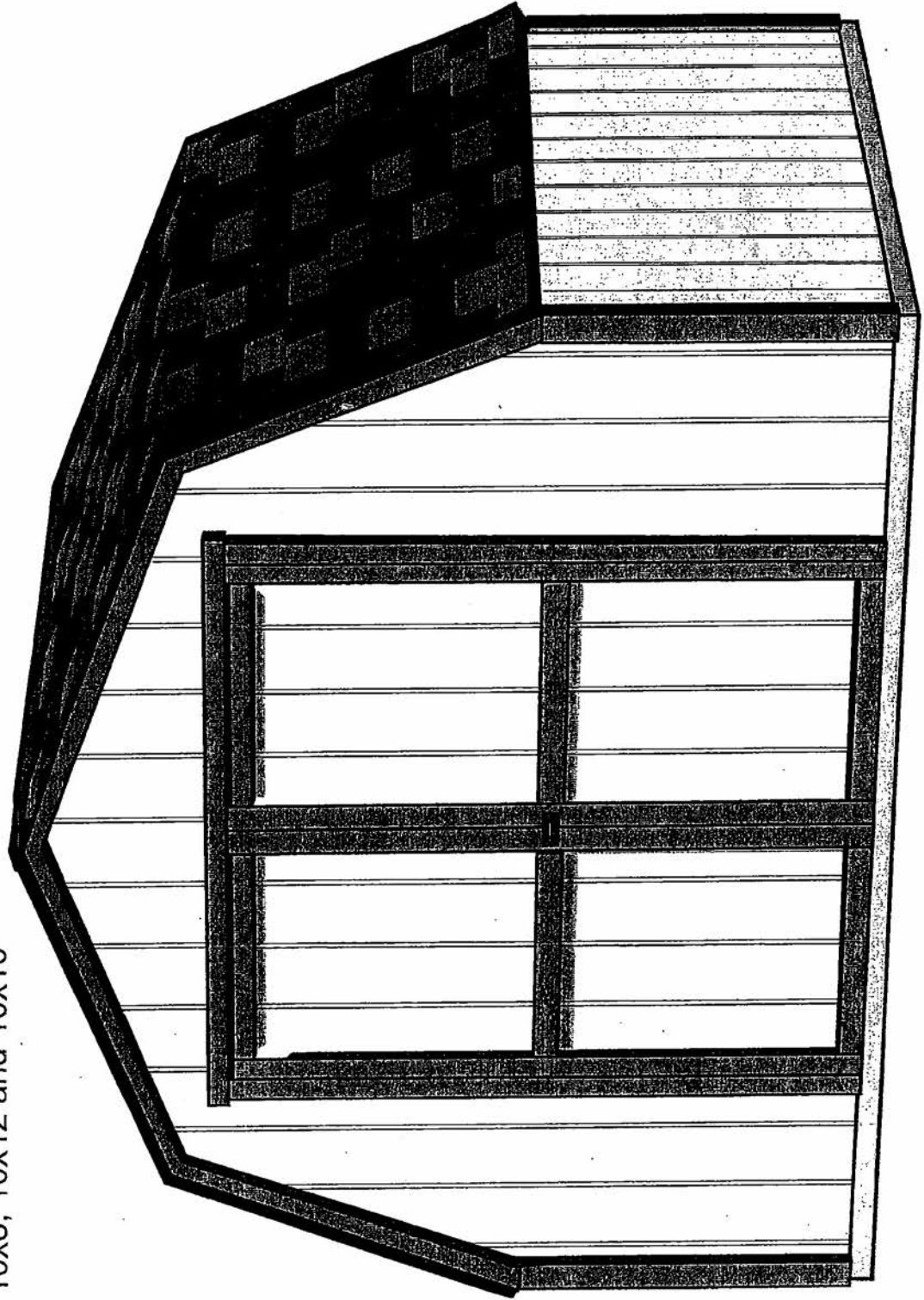


# BACK WALL FRAMING



# 10' Marco Series Gambrel Building

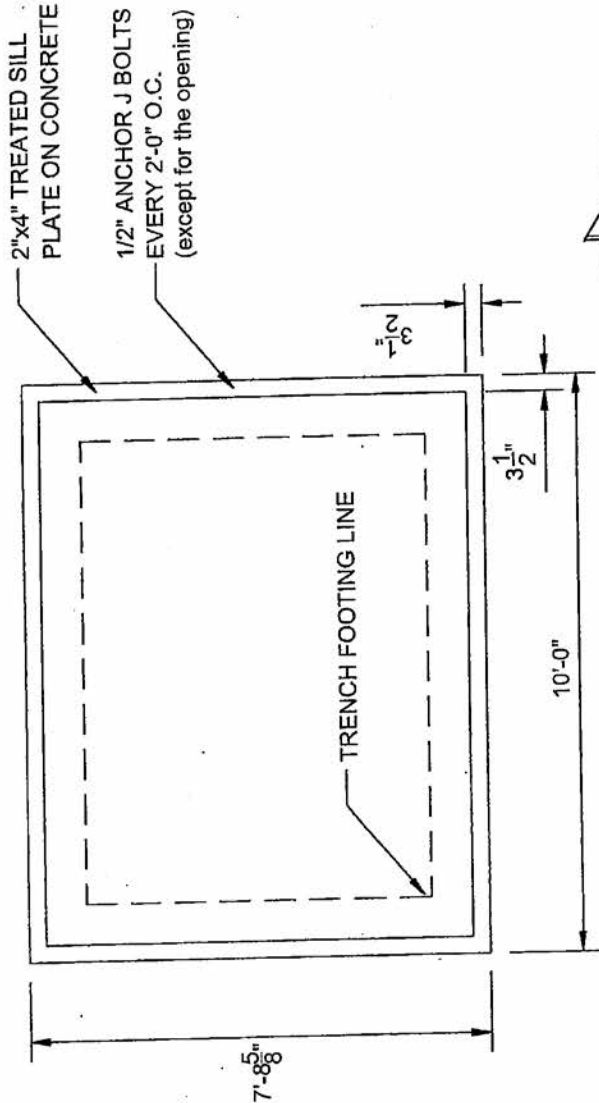
Engineering Building  
Plans for 10x8, 10x12 and 10x16



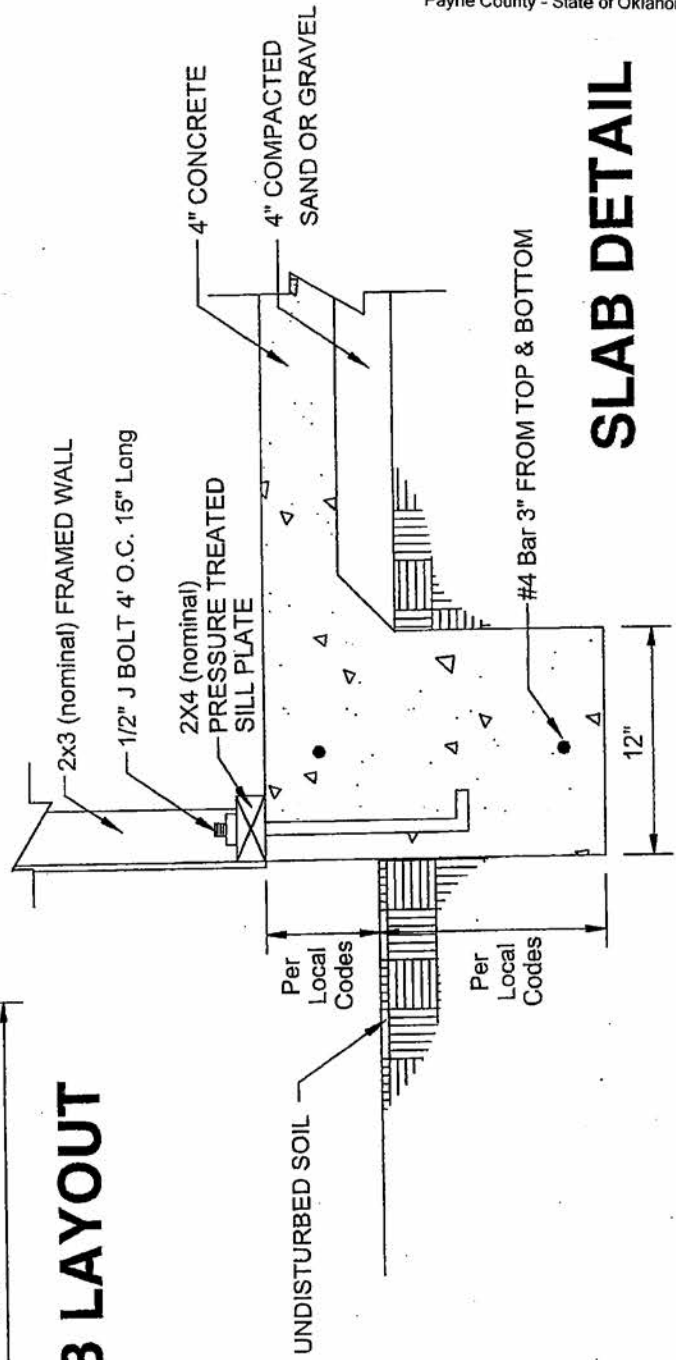
I-2021-005952 Book: 2629 pg: 1074  
5/12/2021 8:21 AM pgs: 978 - 1098  
Fees: \$258.00 Doc: \$0.00  
Glenna Craig, Payne County Clerk  
Payne County - State of Oklahoma

**10'x12'**  
Slab size is 10' x 11' 8-5/8"

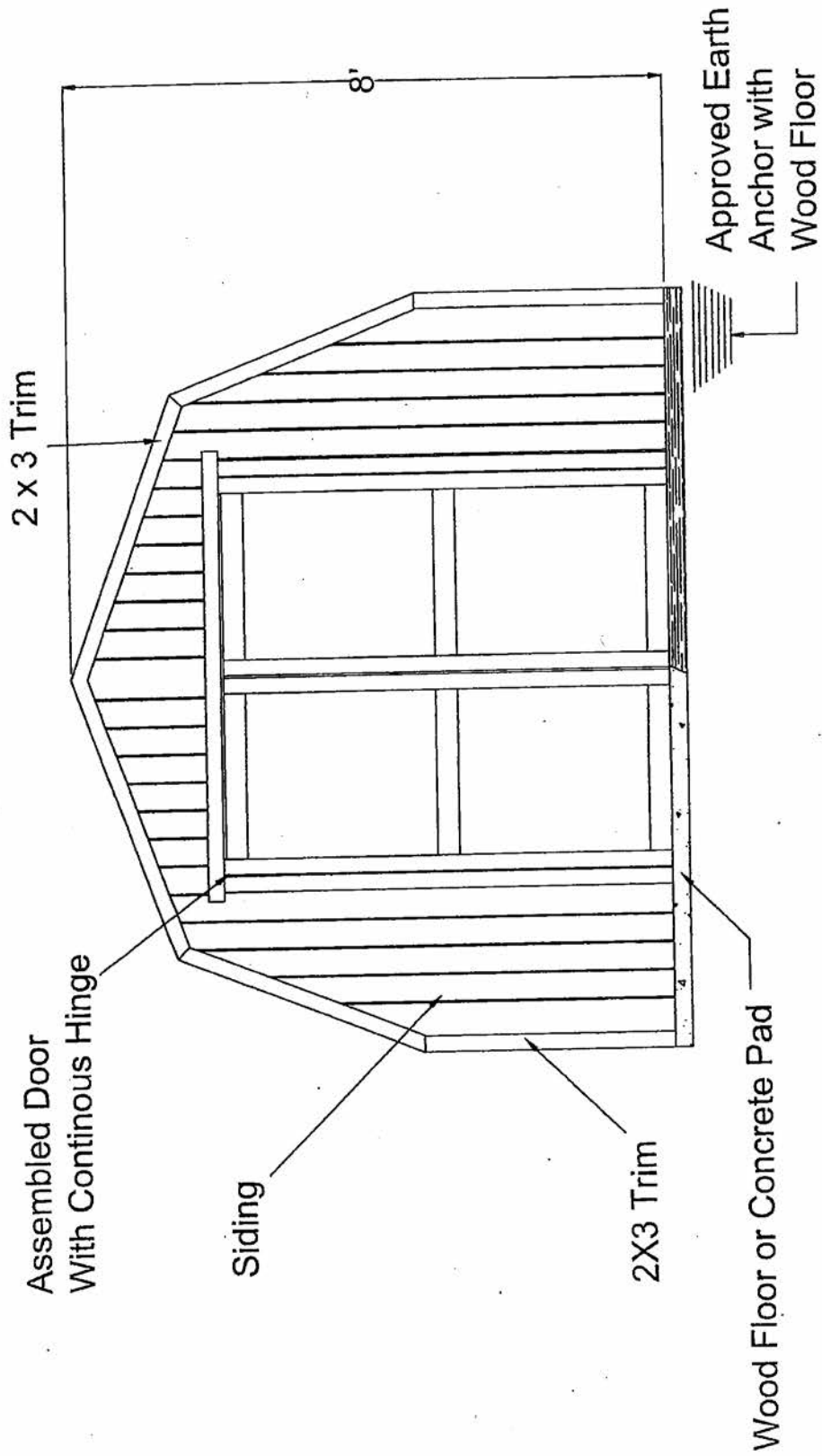
**10'x16'**  
Slab size is 10' x 15' 8-5/8"



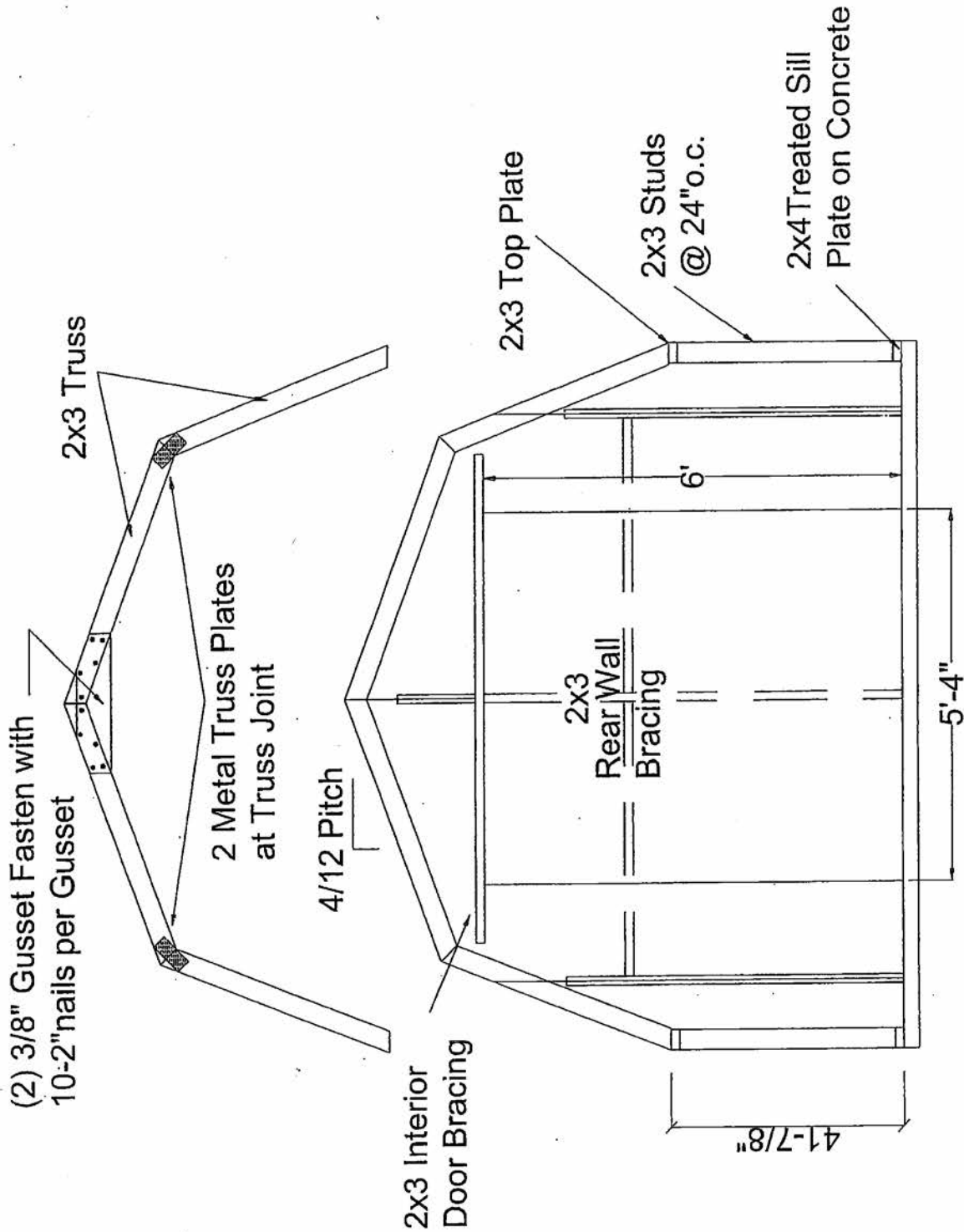
## SLAB LAYOUT



## SLAB DETAIL



# FRONT ELEVATION



# FRONT/REAR WALL FRAMING

- NOTES: 1) The Roof System of this 10 ft. wide Gabrel style building has a live load capacity of 35 PSF.  
The equivalent ground snow load per ANCE 7-97 is 68 PSF which exceeds the 16.2 PSF pressure for a  
110 mph wind per ASCE 7-97.
- 2) This plan supplements assembly instructions prepared by Handy Home Products.
  - 3) Kits for extending the building in 4 ft. increments are identical in construction to the basic building.

**STRUCTURAL ANALYSIS:**

$f_b = 1200$  PSC

$f_v = 80$  psi

$S_x 2"x3" = 1.56$  in Area = 3.75 in

**DEAD LOAD:**

Max Rafter Moment =  $f_b S_x / 12 = 156$  ft. lb.

Max Rafter Shear =  $80 \times 3.75 = 300$  lb.

Max Stud Moment = 156 ft. lb.

**WALL SYSTEM:**

1) Studs  $2 \times 3 @ 24"cc$   $L = 3.3$  ft.  $w = 8M/L^2 = 114$  PLF = 57 PSF

2) Wind Loading  $V = 110$  mph EXP 1

$K_z = 0.37$   $G_h = 1.65$   $GC_{pl} = -0.25$

$I = 0.95$   $C_p = 0.8$

Velocity Pressure =  $8z = .00256 K_z(IV) = 10.3$  PSF

Design Pressure =  $P = qfG_h C_p - (qhGC_{pl}) = 16.2$  PSF

ok < 57 PSF

**ROOF SYSTEM:**

1) Rafters  $2 \times 3 @ 2'cc$   $w = 8M/L^2 = 78$  PLF = 39 PSF-4

2) Rafter Shear  $w = 2V/L = 150$  PLF = 75 PSF-4

3) Sheathing  $w = 49$  PSF-4 = 45 psf

4) Ground Snow Load: Ref ASCE 7-97

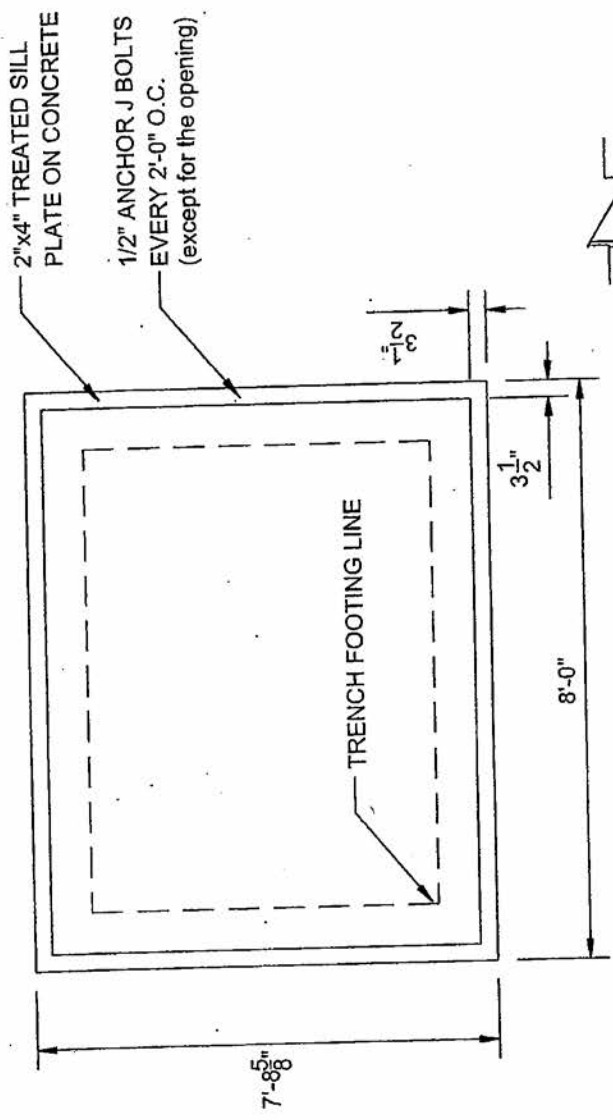
$P_s = 35$  PSF  $I = 0.8$

$C_s = 0.95$   $C_e = 0.8$

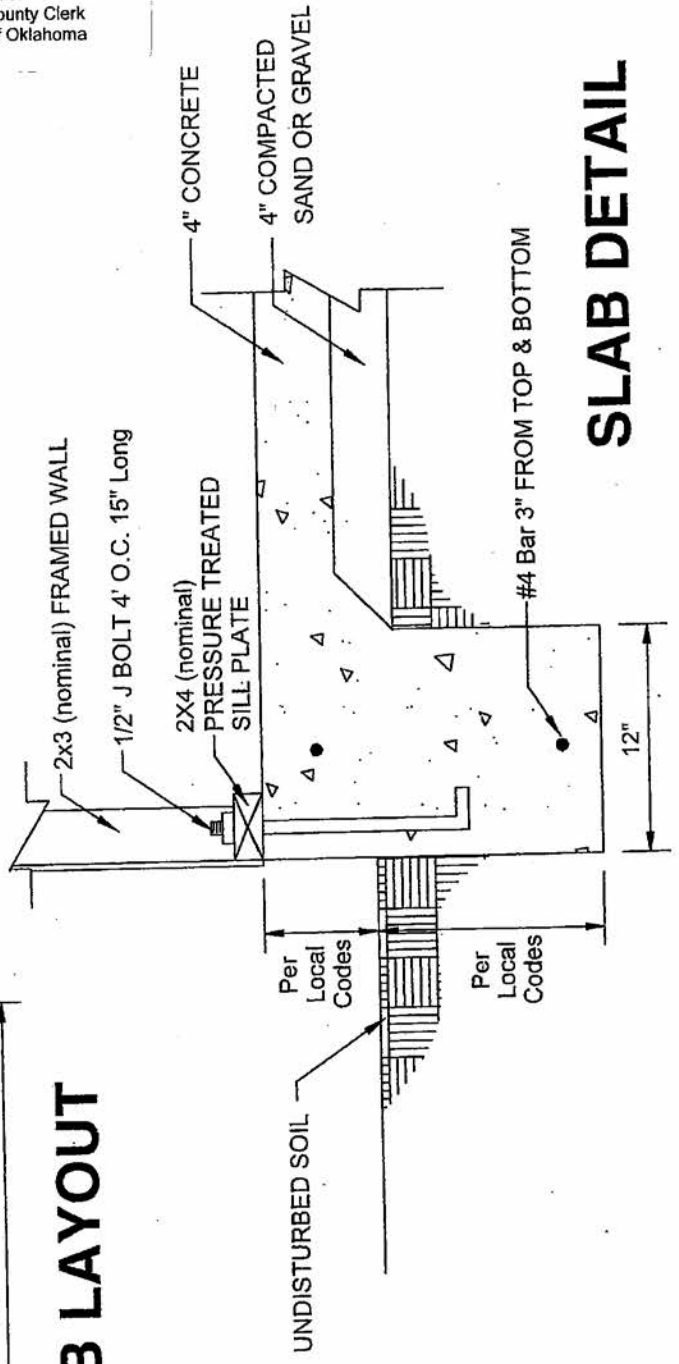
$C_t = 1.2$   $P_f = 35 / 0.95 = 36$  PSF

$P_g = P_f / 1.7 C_e C_t I = 68$  PSF Ground Snow Capacity

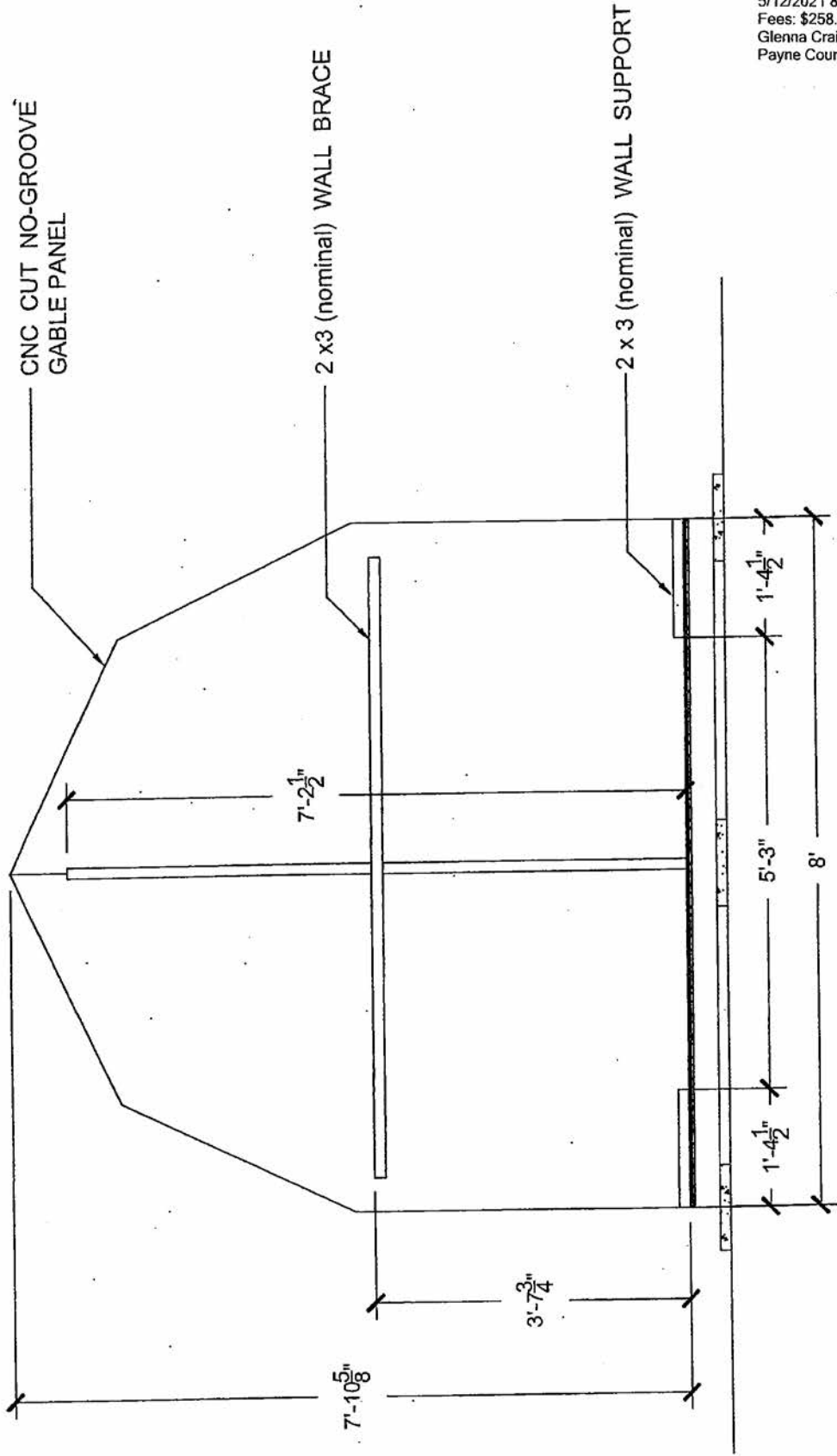




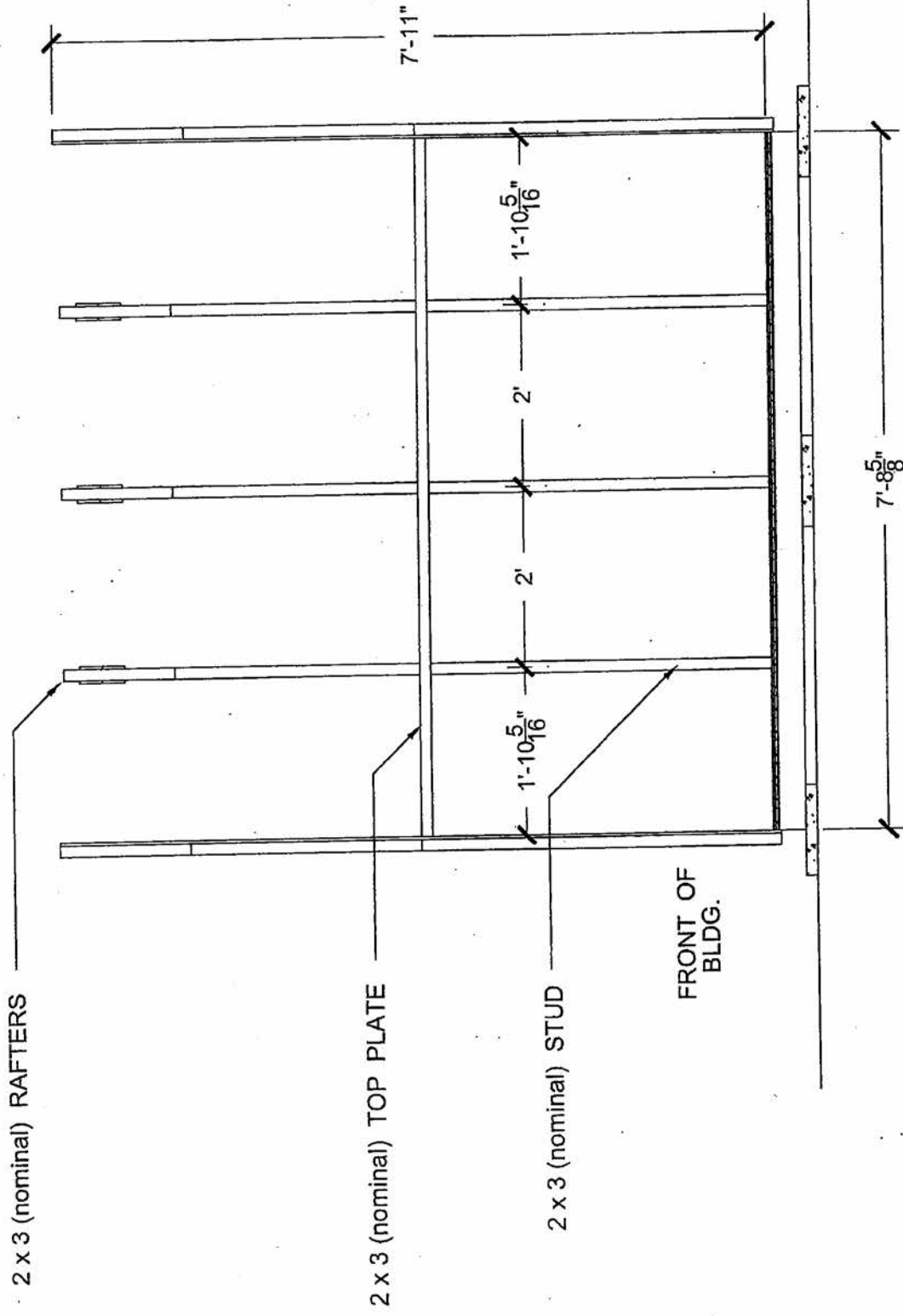
# SLAB LAYOUT



# SLAB DETAIL



# BACK WALL FRAMING



# SIDE FRAMING

NOTES: 1) The Roof System of this 8 ft. wide Gabrel style building has a live load capacity of 35 PSF.  
The equivalent ground snow load per ANCE 7-97 is 68 PSF which exceeds the 16.2 PSF pressure for a  
110 mph wind per ASCE 7-97.  
2) This plan supplements assembly instructions.

**STRUCTURAL ANALYSIS:**

f b = 1200 PSC  
f v = 80 psi  
Sx 2"x3" = 1.56 in Area = 3.75 in

**DEAD LOAD:**

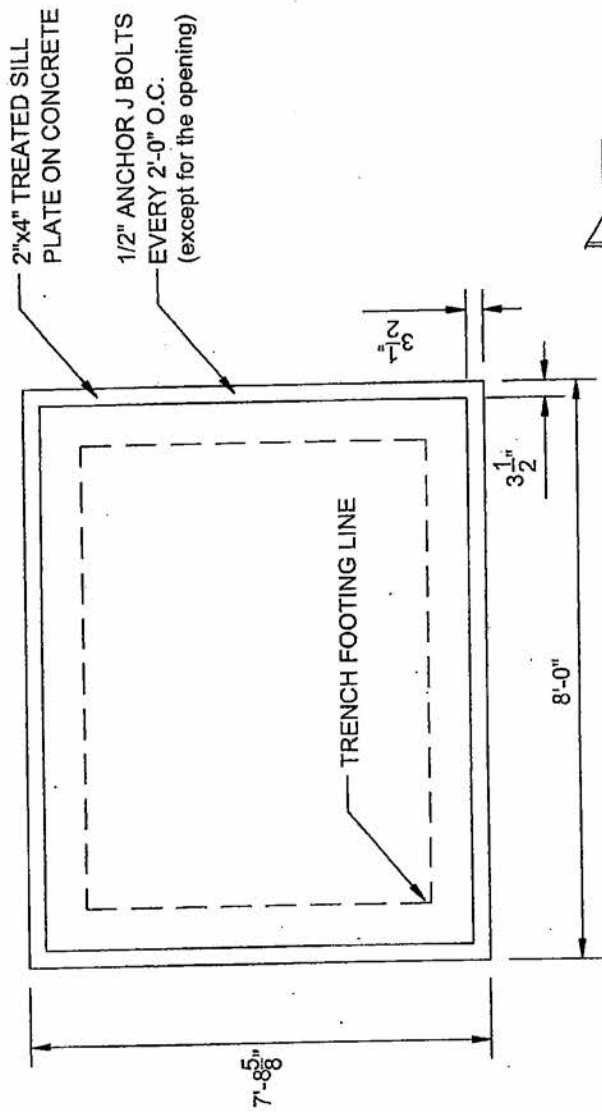
Max Rafter Moment = fb Sx/12=156 ft.lb.  
Max Rafter Shear = 80x3.75=300 lb.  
Max Stud Moment = 156 ft. lb.

**ROOF SYSTEM:**

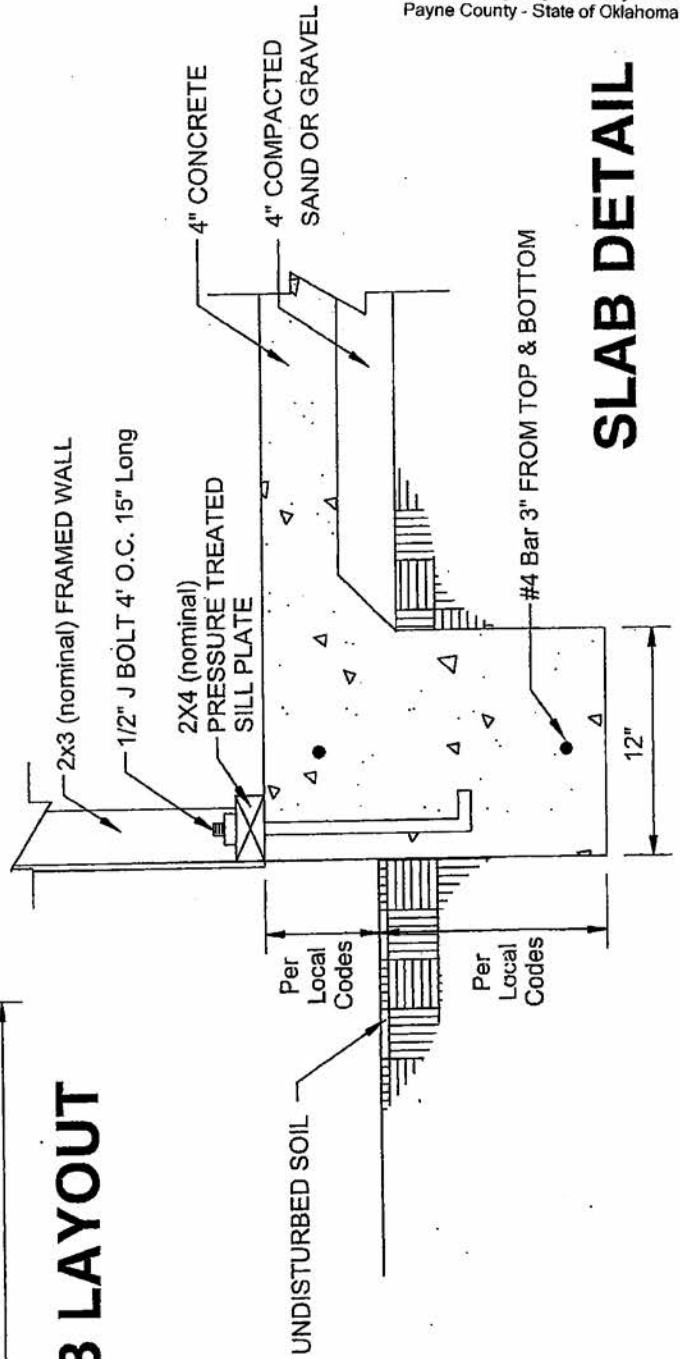
1) Rafters 2x3@2'cc w=8M/L2 = 78PLF=39 PSF-4  
2) Rafter Shear w=2V/L = 150 PLF=75 PSF-4  
3) Sheathing w=49PSF-4=45psf  
4) Ground Snow Load: Ref ASCE 7-97  
Ps=35PSF I=0.8  
Cs=0.95 Ce=0.8  
Ct=1.2 Pf=35/0.95=36PSF  
Pg=PF/.7CeCtI=68 PSF Ground Snow Capacity

**WALL SYSTEM:**

1) Studs 2x3@24"cc L=3.3ft. w=8M/L2=114PLF=57 PSF  
2) Wind Loading V = 110 mph EXP 1  
Kz=0.37 Gh=1.65 GCpl=-0.25  
I=0.95 Cp=0.8  
Velocity Pressure=8z=.00256Kz(IV) =10.3PSF  
Design Pressure=P=qfGhCp-(qhGCpl)=16.2PSF  
ok<57PSF



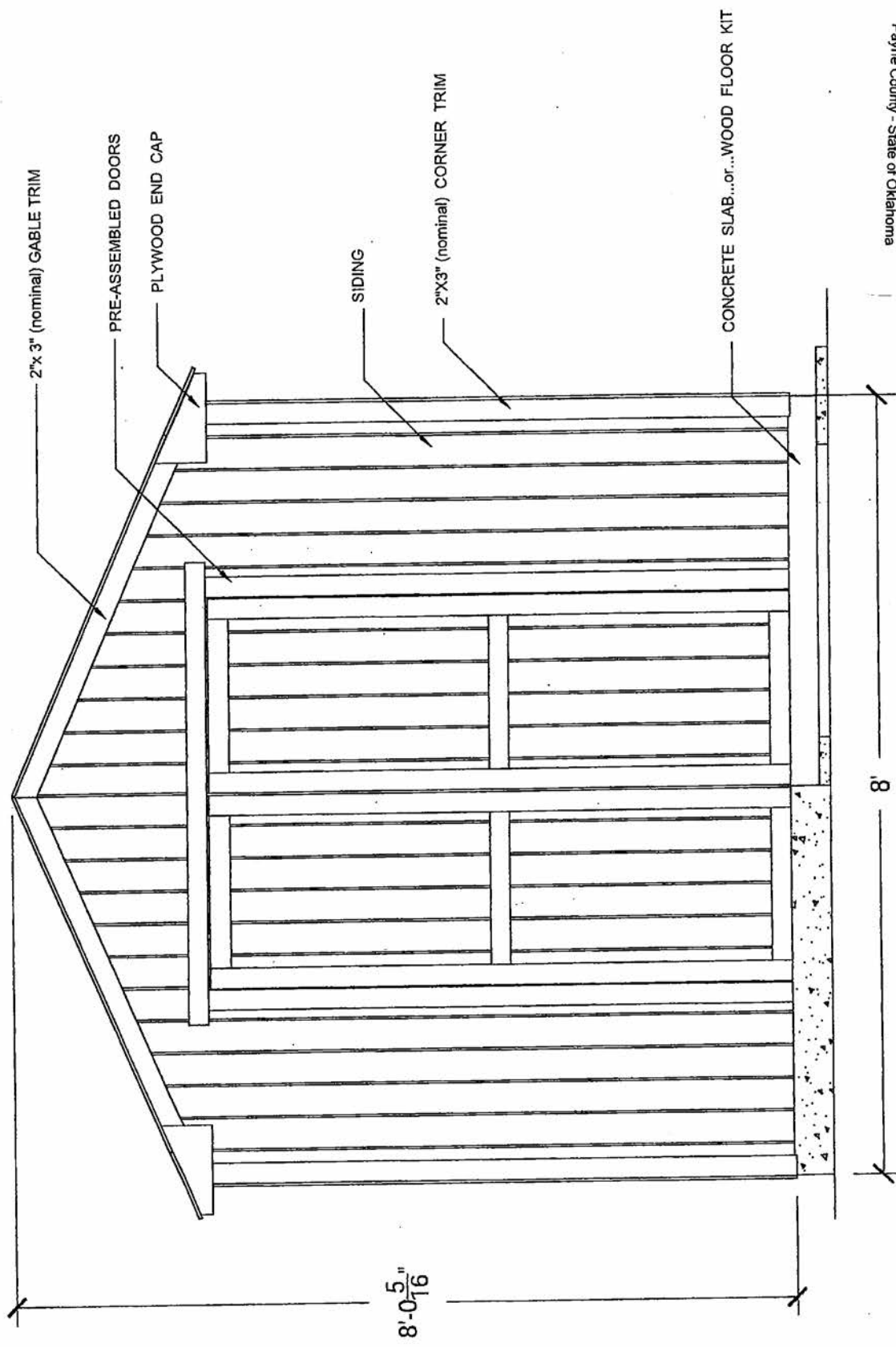
# SLAB LAYOUT



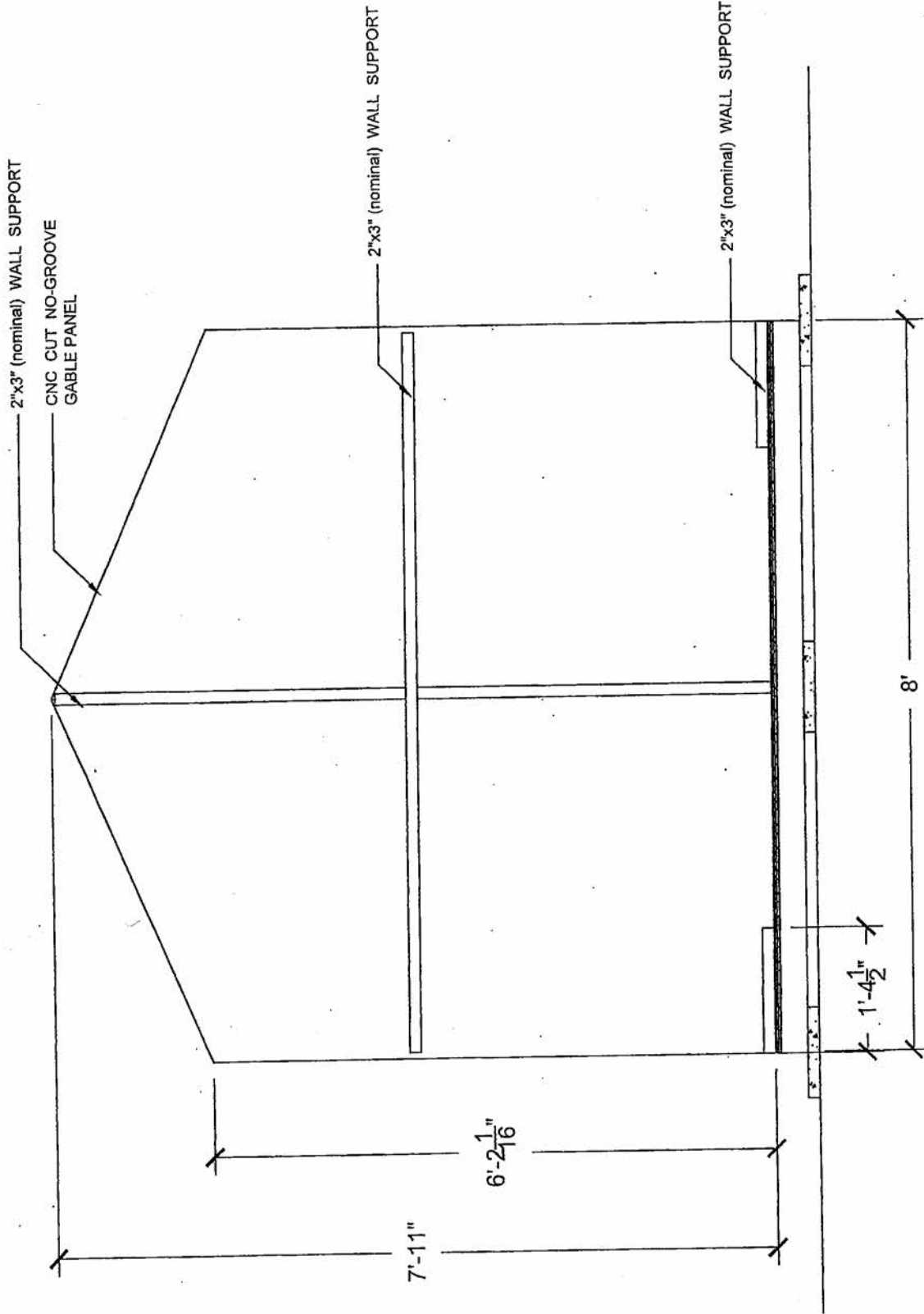
# SLAB DETAIL



I-2021-005952 Book: 2629 pg: 1094  
5/12/2021 8:21 AM Pgs: 978 - 1098  
Fees: \$258.00 Doc: \$0.00  
Glenna Craig, Payne County Clerk  
Payne County - State of Oklahoma



# FRONT ELEVATION



# BACK WALL FRAMING

- NOTES: 1) The Roof System of this 8 ft. wide Gable style building has a live load capacity of 45 PSF.  
The equivalent ground snow load per ANCE 7-98 is 88 PSF which exceeds the 17.3 PSF pressure for a  
110 mph wind per ASCE 7-98.
- 2) This plan supplements assembly instructions.

STRUCTURAL ANALYSIS:

f b = 1200 PSC  
f v = 80 psi  
Sx 2"x3" = 1.56 in Area = 3.75 in  
Dead Load = 4 PSF (Roof)  
Max Rafter Moment = fb Sx/12=306 ft.lb.  
Max Rafter Shear = 80x3.75=300 lb.  
Max Stud Moment = 156 ft. lb.

WALL SYSTEM:

1) Studs 2x3@24"cc L=3.3ft. w=8M/L2=114PLF=57 PSF  
2) Wind Loading V = 110 mph EXP 1  
Kz=0.37 Gh=1.65 GCpl=-0.25  
I=0.95 Cp=0.8  
Velocity Pressure=8z=.00256Kz(IV) =10.3PSF  
Design Pressure=P=qfGhCp-(qhGCpl)=16.2PSF  
ok<57PSF

ROOF SYSTEM:

1) Rafters 2x4@2'cc w=8M/L2 = 76PLF=45 PSF-4  
2) Rafter Shear w=2V/L = 117 PLF=92 PSF-4  
3) Sheathing w=45PSF-4=45psf  
4) Ground Snow Load: Ref ASCE 7-98  
Ps=45PSF I=0.8  
Cs=0.95 Ce=0.8  
Ct=1.2 Pf=45/0.95=47.4PSF  
Pg=PF/7CeCtI=88 PSF Ground Snow Capacity