

OWNER'S DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That ROBERT M. KANE, LOUISE KANE ROARK, ANN KANE SEIDMAN and MARK KANE are the owners of all of the land included and embraced in Deerfield Addition to Bartlesville, Oklahoma, now platted into lots, blocks, streets and easements, as shown on the plat of Deerfield Addition, filed for record *January 5*, 1989, in Plat Envelope No. *511* of the records in the office of the County Clerk for Washington County, Oklahoma; and said owners, joined by their spouses, do by this instrument impose upon all the land in said addition certain restrictions as hereinafter set out.

AND, WHEREAS, the land is being developed for residential purposes.

NOW, THEREFORE, for the purpose of providing an orderly development in the above described plat and for the further purpose of providing adequate restrictive covenants for the benefit of the owners and their successors in title to the aforesaid property, the owners hereby impose the following restrictions on all said land embraced in Deerfield Addition to which it shall be incumbent upon their successors in title to adhere, and any person or corporation, hereinafter becoming the owner or owners, either directly or through any subsequent transfer or in any manner hereinafter set forth of any property included in Deerfield Addition, shall take, hold and convey same subject to the following restrictions, subject to the right to alter or amend as provided in Article IX.

ARTICLE I

DEFINITIONS

1. Deerfield Association, Inc. is a non-profit corporation organized under Title 18, Section 1001 et. seq., of the Oklahoma Statutes. Each owner of a building site in Deerfield Addition shall be a member of the Corporation in accordance with the By-Laws which are set forth in Exhibit "A" attached hereto. Deerfield Association, Inc. is sometimes hereinafter referred to as "Association".

2. Lots shall be those lots as shown on the plat of Deerfield Addition, hereinafter sometimes referred to as the "Addition".

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3. Owner shall be any person or corporation having title to a building site in the Addition.

4. Architectural Committee shall be the person or persons appointed by the Board of Directors of the Association to serve in that capacity.

ARTICLE II

BUILDING AND USE RESTRICTIONS

1. All lots shall be used exclusively for residential purposes, and no residence or other structure shall be used either in whole or in part as a professional office, shop, school, or for the conduct of any business or trade. No activity which would increase traffic in the addition will be permitted.

2. A building site may be one lot, more than one lot, but in no case less than one lot.

3. No structure shall be created, placed, or permitted to remain on any building site, other than one single family residence and buildings appurtenant thereto such as a garage, servant's quarters, swimming pool and poolhouse, and garden shelter; however, these buildings appurtenant must be physically attached to the residence in a manner approved by the Architectural Committee.

4. Garages and carports shall open only from the side or rear of the house and not open from the front of the house nor front any street.

5. No residence shall be less than 2,800 square feet of usable living space, exclusive of breezeways, porches, attached garages, walks, driveways, swimming pool and bath house. Each residence shall be constructed of brick, stone, stucco, wood or glass or a combination thereof. Exterior concrete blocks and metal or vinyl siding are prohibited.

6. No building shall be erected on any building site nearer to the front line nor nearer to a side street line or interior lot lines than the building set back line as set forth in the current zoning regulations for the Bartlesville Metropolitan Area Planning Commission of the City of Bartlesville and as shown on the plat for the addition.

7. No nuisance shall be committed upon any lots, and fowl, livestock or other animals that may be offensive or annoying to the neighborhood shall not be permitted, with the exception of bonafide house pets such as dogs and cats, which

do not make objectionable noise or otherwise constitute a nuisance.

8. No trailer, tent, garage, or other outbuilding shall at any time be used as a residence.

9. No building shall be moved from another location onto the Addition.

10. No fence, whether ornamental or otherwise, shall be erected nearer to the front property line than the front of the building on that lot unless approved by the Architectural Committee. Side and rear yard fences may be erected on the side and rear property lines but shall not exceed six feet in height measured from the adjoining ground surface inside the fence; provided, however, that any fences fronting a street or extending in front of the rear of the building on the side of the lot on which the fence is located shall be constructed only of brick, rock, wrought iron or a combination thereof. Type and location of fencing must be approved by the Architectural Committee. Wire and chain link fencing shall not be allowed.

11. No sign of any kind shall be displayed on any lot except a sign showing the street address and name of the occupant except that in the event a building site is for sale or lease, a sign no larger than two feet by three feet may be placed on the property for such purpose.

12. Composition roofing shall not be allowed on any residence or building appurtenant thereto unless approved by the Architectural Committee, and no exposed antennas shall be allowed unless approved by the Architectural Committee. Roofs shall have a minimum pitch of three inches for each foot unless approved by the Architectural Committee.

13. All trash receptacles, air-conditioning condensers, miscellaneous electrical equipment and clothes lines shall be screened from the street.

14. No boats, trailers or recreational vehicles shall be parked, maintained or stored outside of garages in the development on other than a temporary basis.

15. No exterior lighting shall be used on any dwelling that is a nuisance to the neighborhood or detracts from the aesthetics of the neighborhood. Specifically no sodium or mercury lights are permitted and no single light bulb in excess of seventy-five watts is permitted. All flood lights shall be shielded so that the light bulbs shall not be visible beyond the owner's property line.

16. (a) Easements have been provided for utilities and all utilities (gas, water, electricity, telephone, cablevision or other similar services) are to be underground, but connection pedestals can be placed on the easements. The company providing the services shall have right of access to all such easement-ways shown on said plat plan or provided in this deed of dedication for the purpose of installing, maintaining, servicing, removing or replacing any portion of the underground service.

(b) The owner of each lot shall be responsible for the protection of the underground service located on his property and shall prevent alteration of the grade or construction activity which may interfere with the utility facility and agrees to be bound for the utilities protection.

(c) Overhead pole lines for the supply of electric service shall not be located within the boundaries of Deerfield Addition. Street light poles or standards shall be served by underground cable. All supply lines shall be located underground, in the easement-ways reserved for general utility services and streets, shown on the attached plat. Service pedestals and transformers, as sources or supply at secondary voltages, may also be located in said easement-ways.

(d) Underground service cables to all houses which may be located on all lots in said Addition, may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such house as may be located upon each said lot; provided that upon the installation of such a service cable to a particular house, the supplier of electric service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said lot, covering a five-foot strip extended 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said house.

(e) The supplier of electric service, through its proper agents and employees shall at all times have right of access to all such easement-ways shown on said plat, or provided for in these restrictions for the purpose of installing, maintaining, removing or replacing any portion of said underground electric facilities so installed by it.

(f) The owner of each lot shall be responsible for the protection of the underground electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said

electric facilities. The supplier will be responsible for ordinary maintenance of underground electric facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.

(g) The foregoing covenants concerning underground electric facilities shall be enforceable by the supplier of electric service, and the owner of each lot agrees to be bound hereby.

ARTICLE III

INSURANCE

1. Insurance policies shall cover all improvements and personal property of the Association. Public liability and workmen's compensation insurance shall be carried by the Association.

ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENTS

1. Creation of Lien and Personal Obligation for Assessments. Each Owner by the acceptance of a deed for property in the Addition covenants and agrees to pay to the Association:

(a) Annual assessments or charges in a minimum amount of \$120.00, and

(b) Special assessments for capital improvements.

The annual and special assessments together with interest shall be a lien on the Land of the respective Owners. Each such assessment together with interest, costs and a reasonable attorney's fee, if the services of an attorney are required, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them, but such assumption shall not impair the right of the Association to pursue its remedies against the former Owner.

2. Purposes of Assessment. The assessments levied by the Association shall be used exclusively to promote health, safety, welfare and quiet enjoyment of the residents in the Addition and for the maintenance and replacement of landscaping, lighting and the ornamental brick wall located

on the city street easement adjacent to Stonewall Drive in the Addition and in the circles located at the end of Deerfield Circle and Deerfield Place including paying for utilities and maintaining sprinkler facilities and mowing, trimming and maintaining the grass and plantings located in these areas.

3. Basis for Assessments. Each Owner shall be assessed for each building site owned, and assessments for each building site shall be equal in amount, EXCEPT that all assessments made for undeveloped building sites shall be twenty-five percent (25%) of assessments for developed building sites.

4. Notice and Quorum for Any Action Authorizing Assessments. Any action authorizing assessments shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than thirty (30) days in advance of the meeting. Any owner may give to any other owner his written proxy to cast his vote at said meeting.

5. Effect of Non-Payment of Assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action against the Owner personally obligated to pay the same or foreclose the lien against the property. In the event the Association is required to procure the services of an attorney, a reasonable attorney's fee shall be assessed against the property. No owner may waive or otherwise escape or excuse himself from liability for the assessments provided for herein because of non-use of the Common Areas or abandonment of his building site.

6. Subordination of the Lien and Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage.

7. Scope of Assessments. The assessments provided for in this Declaration shall be made solely for the purpose of defraying the costs of the Association in connection with maintenance and repair of the landscaping and wall as above set forth.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

1. Every Owner of a building site is subject to assessment and shall be a member of the Association.

Membership shall be appurtenant to and may not be separated from ownership of any building site which is subject to assessment.

2. The Association shall have one (1) class of voting membership, and each owner of a building site shall be entitled to one (1) vote. When more than one person owns an interest in any one building site, all such persons shall be members. The vote shall be exercised as they among themselves determine and in no event shall more than one (1) vote be cast with respect to any one building site. If an owner owns more than one (1) building site, he shall have as many votes as sites owned.

ARTICLE VI

EXTERIOR MAINTENANCE

1. Each owner shall be responsible for the care, preservation, maintenance and repair of his premises and the improvements situated thereon, in accordance with reasonable standards.

ARTICLE VII

ARCHITECTURAL CONTROL

1. All plans and specifications for any building, swimming pool, fence, wall, or other structure whatsoever to be erected on any lot or part of said property, the proposed location thereof on any lot or lots, the roofs and exterior color schemes thereof, any later changes or additions thereto after initial approval thereof, and any exterior remodeling, reconstruction, alteration, or additions to any building or other structure on any lot or part of said property shall be subject to and shall require approval in writing by the Architectural Committee before any such work is commenced or done.

2. In order to avoid unnecessary hardships, it is mandatory that all owners contemplating works of construction, improvement, etc., shall submit, in duplicate, to the Architectural Committee at the outset, preliminary drawings, in order to obtain approval thereof before causing preparation of detailed or complete drawings, plans and specifications or incurring substantial expenses in that regard. One set of preliminary plans shall be retained by the Architectural Committee.

3. Before anyone shall commence the construction, reconstruction, remodeling, addition or alteration of any

building, swimming pool, wall, fence, or other structure whatsoever, there shall be submitted to the Architectural Committee two (2) complete sets of plans and specifications for said improvement, the erection or alteration of which is desired, and no such structure or improvement of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations and specifications therefor have received such written approval as herein provided. Such plans shall include plot plans showing the location on the lot or property in question of the building, wall, fence, or other structure, proposed to be constructed, altered, placed or maintained together with the proposed color scheme for roofs and exterior thereof.

4. The Architectural Committee shall approve or disapprove plans, specifications and details within fourteen (14) days from the receipt thereof. One set of said plans and specifications and details with the approval or disapproval endorsed thereon, shall be returned to the person submitting same; and the other copy thereof shall be retained by the Architectural Committee. In the event there be no action to approve or disapprove such plans and specifications and details within fourteen (14) days after the delivery thereof to the Architectural Committee, the provisions requiring approval of plans shall be deemed waived.

5. The Architectural Committee shall have the right to disapprove any plans, specifications and details in event such plans, specifications and details are not in accordance with all of the provisions of this Declaration, if the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures, if the plans and specifications submitted are incomplete, or in event the Architectural Committee deems the plans, specifications or details or any part thereof to be contrary to the spirit or intent of these conditions and restrictions, or contrary to the interests, welfare or rights of all or any part of the real property subject hereto, or the owners hereof, or of the adjacent property owners, all in the sole and uncontrolled discretion of the Architectural Committee. The decisions of the Architectural Committee shall be final unless a variance is granted by the Board of Directors.

6. Neither the Architectural Committee nor any architect or agent of the property owners' association shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans or such specifications.

7. No buildings or improvements of any kind constructed or placed upon any of said lots thereafter shall be moved without the prior written approval of Architectural Committee.

ARTICLE VIII

VARIANCES

1. The Board of Directors may allow reasonable variances and adjustments of these conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the regulations contained herein, provided this may be done in conformity with the intent and purposes hereof and also provided in every instance that such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood.

ARTICLE IX

GENERAL PROVISIONS

1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. Severability. Invalidation of any one of these covenants or restrictions by judgment or Court Order shall in no way affect any other provisions which shall remain in full force and effect.

3. Amendments. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time it shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the building site owners. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned owners have executed these presents at Bartlesville, Oklahoma, as of the 3rd day

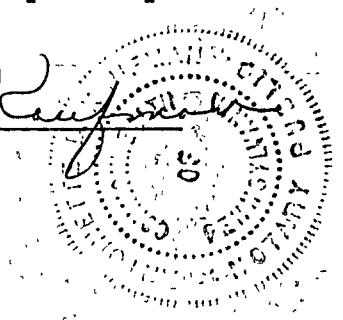
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STATE OF PENNSYLVANIA)
) ss.
COUNTY OF DELAWARE)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 7th day of November, 1988 personally appeared ANN KANE SEIDMAN and LAURENCE S. SEIDMAN, her husband, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

Antoinette D Kaufman
Notary Public



My commission expires: _____

NOTARIAL SEAL
Antoinette D. Kaufman, Notary Public
Upper Darby Twp., Delaware Co
My Commission Expires April 2, 1989

BY-LAWS
of
DEERFIELD ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the Corporation is Deerfield Association, Inc., hereinafter referred to as the "Association". The principal office of the Corporation shall be located at Osage and Adams, Bartlesville, Oklahoma, but meetings of members and directors may be held at such places as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to Deerfield Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions.

Section 3. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map either by number or letter.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or building site which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 5. "Declarant" shall mean and refer to Robert M. Kane, Louise Kane Roark, Ann Kane Seidman and Mark Kane, their heirs, successors and assigns if such successors or assigns should acquire more than three undeveloped Lots from the Declarant for the purpose of development.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the County-Clerk of Washington County, Oklahoma.

Section 7. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association. Subsequent regular annual meetings of the members shall be held on the same day of the same month of each year thereafter at the hour of 7:00 o'clock P.M. If the day for the annual meeting is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

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

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) but not more than thirty (30) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, fifty-one per cent (51%) of the votes of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

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

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) Directors, who may or may not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three (3) Directors, one for a term of one (1) year, one for a term of two (2) years, and one for a term of three (3) years, and at each annual meeting thereafter the members shall elect one (1) Director for a term of three (3) years.

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

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 3. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of

Directors shall not be required unless the Directors determine that such is advisable. It is contemplated that the business of the Board can be conducted at special meetings.

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

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) Suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed thirty (30) days for infraction of published rules and regulations;
- (b) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;
- (c) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive meetings of the Board of Directors; and
- (d) Employ a manager, a management company or independent contractor and such other employees as they deem necessary to perform the duties with respect to the operation of the property.

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

- (a) Cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote.

- (b) Supervise all officers, agents, employees and independent contractors hired by the Association and to see that their duties are properly performed;
- (c) As more fully provided in the Declaration, to:
 - 1. Fix the amount of the annual assessment at least thirty (30) days in advance of each annual assessment period;
 - 2. Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - 3. Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.
- (d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

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

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

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

Section 4. Special Appointments. The Board may elect such other

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

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

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

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

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

President

The President shall preside at all meetings of the Board of Directors; shall see that Orders and Resolutions of the Board are carried out; shall sign all leases, Mortgages, Deeds and other written instruments and shall co-sign all checks and Promissory Notes.

Vice-President

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

Secretary

The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of the Board and of the members; keep the Corporate Seal of the Association and affix it on all papers requiring said Seal; serve notice of meeting of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by Resolution of the Board of Directors; shall sign all checks

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and Promissory Notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

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

ARTICLE X

BOOKS AND RECORDS

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

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten per cent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within

its circumference the words: DEERFIELD ASSOCIATION, INC.

ARTICLE XIII

AMENDMENTS

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

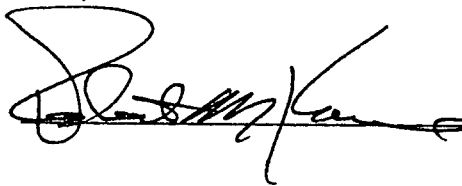
Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

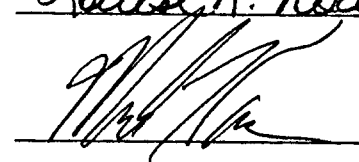
ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Directors of Deerfield Association, Inc., have hereunto set our hands this 7th day of January 1989.



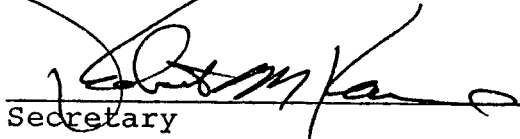
x Louise K. Roark


CERTIFICATION

I, the undersigned, do hereby certify that I am the duly elected and acting Secretary of Deerfield Association, Inc., an Oklahoma Corporation, and

That the foregoing By-Laws constitute the By-Laws of the Corporation, as duly adopted at a meeting of the Board of Directors thereof, held on the 7th day of January, 1989.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affirmed the seal of said Corporation this 7th day of January, 1989.


Secretary