

**DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR BENT WOOD CREEK, A
RESIDENTIAL COMMUNITY TO THE CITY OF
OKLAHOMA CITY, OKLAHOMA COUNTY,
OKLAHOMA**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BENT WOOD CREEK, A RESIDENTIAL COMMUNITY TO THE CITY OF OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA, IS MADE THIS 13 DAY OF June, 2006.

KNOW ALL MEN BY THESE PRESENTS:

Whispering Acres, LLC hereby certifies that they are the owners of, and the only persons or entity having any right, title or interest in and to the following described real property and premises located in Oklahoma County, Oklahoma, to-wit:

All of Brent Wood Creek Division to Oklahoma City, Oklahoma, according to the legal description: A tract of land in the Northwest Quarter (1/4) of Section Thirty (30), Township Eleven (11) North, Range Four (4) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma. Being more particularly described as follows:

Commencing at the Northeast Corner of Section 30; Thence North 89°55'16" West a distance of 432.83 feet to the Point of Beginning; Thence South 05°08'21" west a distance of 738.94 feet; Thence South 00°07'23" East a distance of 692.33 feet; Thence North 89°59'32" West a distance of 62.00 feet; Thence south 00°07'23" East a distance of 410.00 feet; Thence North 89°59'38" West a distance of 1261.06 feet; Thence North 00°00'22" East a distance of 252.88 feet; Thence North 32°30'36" East a distance of 635.11 feet; Thence North 00°07'23" West a distance of 226.39 feet; Thence North 10°08'56" West a distance of 941.39 feet; Thence North 00°18'40" West a distance of 162.52 feet; Thence North 00°18'40" West a distance of 162.52 feet; Thence North 11°14'38" East a distance of 197.10 feet; Thence North 05°08'21" East a distance of 350.43 feet; Thence South 89°55'16" East a distance of 998.62 to the Point of Beginning. Containing 63.7528 acres more or less.

Said parties further certify that they have surveyed the above mentioned property into acreage's, and reserves for utilities.

WHEN REQUIRED MAIL TO
NAME Whispering Acres LLC
ADDRESS _____
CITY & STATE Oklahoma City OK
73069

Doc # 2007179948
Bk 10688
Pg 836-891
DATE 12/19/07 15:29:58
Filing Fee \$123.00
Documentary Tax \$0.00
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

56
123.00

PART ONE: INTRODUCTION TO THE COMMUNITY

This agreement has been established to provide a controlled structure and a flexible system of standards and procedures for the overall development, administration, maintenance, and preservation of Bent Wood Creek as a quality residential community.

Homeowners Association is comprised of all Owners of Lots in Bent Wood Creek. The Association has the power under this document to establish standards for conduct and activities for the property within Bent Wood Creek. Whispering Acres, LLC, has jurisdiction over all matters of design review for all Lots within Bent Wood Creek.

Article 1 Creation of the Community

1.1 Purpose and Intent

Whispering Acres, LLC, as the owner of the property intend to create a general plan of development for the planned community known as Bent Wood Creek. This declaration provides a flexible and reasonable procedure for future expansion for Bent Wood Creek to include any additional property that deems appropriate and provides for the overall development, administration, maintenance and preservation of all property in Bent Wood Creek. An essential part of the development plan is the creation of the Association that will be comprised of all Owners of Lots in Bent Wood Creek, to own, and maintain various community improvements and to administer and enforce this declaration.

1.2 Governing Documents

The Governing Documents create a general plan of development for Bent Wood Creek which may be supplemented by additional covenants, restrictions, and easements applicable to the property within Bent Wood Creek. In the event of a conflict between or among the Governing Documents and any additional covenants or restrictions, this declaration shall control.

All provisions of this document will apply to all Owners and to all occupants of all Lots, as well as their respective tenants, guests and invitees.

If any provision of this agreement is determined by court order to be invalid, or invalid in a particular instance, that determination will not affect the validity of other provisions in this document.

PART TWO: CREATION AND MAINTENANCE OF COMMUNITY STANDARDS

The standards for use, conduct, maintenance, and architecture at Bent Wood Creek give the community its identity and makes Bent Wood Creek a place people will want to call "home". The standards are more than simple rules. This agreement 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.

Article 2 Conduct

2.1 Framework for Regulation

This document establishes, as part of the general plan of development for Bent Wood Creek, a framework of positive and negative covenants, easements, and restrictions which govern Bent Wood Creek. The members of Whispering Acres, LLC must have the ability to

respond to unforeseen problems and changes in circumstances, conditions, needs, desires, trends, and technologies which will inevitably affect Bent Wood Creek, its owners, and residents. This article establishes procedures for modifying and expanding the Use Restrictions and Rules.

2.2 Rule Making Authority

The Homeowners Association and Whispering Acres, LLC's duty is to exercise business judgment and reasonableness to modify, cancel, limit, create exceptions to or expand the Use Restrictions and Rules. The Use Restrictions and Rules will apply to Lots, and Owners of Bent Wood Creek. All proposed actions, should be submitted in writing and given to Whispering Acres, LLC or mailed to occupants of Bent Wood Creek.

2.3 Owners' Acknowledgment and Notice to Purchasers

All Owners are hereby given notice that the use of their lots will be limited to the Use Restrictions and Rules as they may be amended, expanded and otherwise modified hereunder. Each Owner, by acceptance of deed, acknowledges and agrees that the Use Restrictions and Rules may change from time to time.

2.4 Protection of Owners and Others

As stated in this agreement, either initially or by amendment to the Use Restrictions and Rules, all policies and regulations shall comply with the following provisions:

1. Similar Treatment. All Owners will be treated similarly and fairly.
2. Displays. The rights of Owners to display religious and holiday signs, symbols, and decorations inside structures on their Lots should be the kind normally displayed in single family neighborhoods. Good taste and manner with respect to displays visible in the outside area. No rules will unreasonably regulate political signs. The rules may regulate the time, place and manner of posting signs.
3. Household Composition. No rule shall interfere with the freedom of Owners to determine the make-up of their households, except that all occupants must be associated to a single housekeeping unit and be limited to the total number of occupants permitted in each Lot on the basis of the size and facilities.
4. Activities within Dwellings. No rule will interfere with the activities carried on within the confines of household, except activities that may prohibit activities not normally associated with the property restricted to residential use, and it may restrict or prohibit any activities that create monetary costs, that create a danger to the health or safety of all occupants of other Lots, that generate excessive noise or traffic, that create unsightly conditions visible outside the home or on the Lot, or that create any unreasonable source of annoyance.

Article 3 Architecture and Landscaping

3.1 Modifications

Whispering Acres, LLC will have exclusive oversight of all modifications to existing construction within Bent Wood Creek, including but not limited to all exterior improvements, structures, and any other kind of landscaping features including but not limited to buildings, sheds, sprinkler systems, fences, backyard swimming pools, patios and patio covers, painting,

bricks or other finish materials on any visible surface, additions, walkways, garages, driveway, landscaping hedges, gardens, windbreaks, trees, shrubs, sod, gravel, bark, exterior lighting, poles, sporting fixtures such as basketball goals (in the back of the house only).

3.2 Limitation of Liability

The standards and procedures established by this Article are intended as a mechanism for maintaining and enhancing the overall visual view of Bent Wood Creek, they do not create any duty for any person. Review and approval of any application for modifications will be made on a visual basis consideration only, and Whispering Acres, LLC, will not bear any responsibility for ensuring (1) structural integrity or soundness of approved construction or modifications, (2) compliance with building codes and other governmental requirements, or (3) conformity of quality, value, size or design among Lots.

Whispering Acres, LLC, or any member of the building committees will not be held liable for soil conditions, drainage or other general site work, or for any defects in plans revised or approved hereunder, or for any injury, damages, or loss arising out of the manner or quality of approved construction or modifications to any Lot. In all matters, Whispering Acres, LLC will be defended.

Article 4 Maintenance and Repair

4.1 Maintenance of Lots

Each Owner shall maintain their Lot, including all landscaping and improvements comprising the Lot, in a manner consistent with Governing Documents, the Bent Wood Creek Standards, and all applicable covenants, unless, maintenance responsibility is otherwise assumed or assigned to the Association, or other declaration of covenants applicable to such Lot.

4.2 Maintenance of Common Areas

The Association shall maintain all Common Areas including any improvements in a manner consistent with Whispering Acres, LLC Standards and all applicable covenants after such time as 50 % (fifty percent) of Lots are filled.

The costs of operating, maintaining and insuring certain portions of the Common areas will be the responsibility of the Owners of each Lot. This may include without limitation to the front and back entrances and any green space between public roads regardless of ownership and regardless of the fact that such maintenance may be performed by the Association.

The Association may assume maintenance responsibility for property within Bent Wood Creek, in addition to what was designated by any Supplemental Declaration, either by agreement or because in the opinion of the Board, the level and quality of services being provided is not consistent with Bent Wood Creek Standards. All costs of maintenance pursuant to this Section will be assessed only against the Lots which services are provided.

4.3 Responsibility for Repair and Replacement

Unless otherwise specified in any other document, creating or assigning maintenance responsibility, the responsibility for maintenance will include repair and replacement, as necessary to maintain the property level consistent with Bent Wood Creek Standards.

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 Owners Lot, less a reasonable deductible.

Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising such Owners lot, the Owner will promptly proceed to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications that are approved. Alternatively, the Owner shall clear the Lot and maintain it in a neat and attractive, landscaped condition consistent with Bent Wood Creek Standards. The Owner shall pay any costs which are not covered by insurance.

PART THREE: COMMUNITY GOVERNANCE AND ADMINISTRATION

The success of Bent Wood Creek is dependent upon the support and participation of every Owner in its domain and administration. This agreement establishes the Association as the mechanism by which each Owner is able to provide support and participation. While many powers and responsibilities are vested in the Associations Board of Directors, some decisions are reserved for the Associations membership – the Owners of Lots in Bent Wood Creek.

Article 5 The Association and its Members

5.1 Function of the Association

The Association is the entity responsible for management, operation and control of the Common Areas. The Association also is the primary entity responsible for enforcement of Governing Documents. The Association will perform its functions in accordance with Governing Documents and the laws of the State of Oklahoma.

5.2 Membership

Every Owner is a Member of the Association. There is only one (1) membership per Lot.

5.3 Voting

Every Owner of a Lot is entitled to one vote. One member or proxy representing the lot shall cast the vote. In case of a tie the President of the Association, shall cast the final vote.

Article 6 Association Powers and Responsibilities

6.1 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. The Association will accept and maintain such property at its expense for the benefit of its Members, subject to any restrictions set forth in this deed or any other means of transferring such property to the Association. Upon written request of Whispering Acres, LLC, the Association shall re-convey any unimproved portions of Bent Wood Creek originally conveyed by Whispering Acres, LLC to the Association.

Whispering Acres, LLC 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 implies warranties, including an implied warranty of

workmanlike construction, and implied warranty of habitability, or an implied warranty of fitness for a particular use, are hereby waived and disclaimed.

6.2 Maintenance of Common Areas

The Association will maintain, in accordance with Bent Wood Creek Standards and business judgment rule the Common Area, which shall include, but not limited to:

1. All portions of and structures in the Common Area
2. Landscaping within public right of ways within Bent Wood Creek
3. All areas located within Whisper Creek which serve as part of the storm water drainage system, including improvements and equipment installed or used in connection with the drainage system; provided that neither Whispering Acres, LLC, the Design Review Board, nor the Association will have any liability for damage or injury caused by flooding or surface runoff resulting from rainfall or other natural occurrences.

The Association shall not be liable for any damage or injury occurring on or arising out of the condition of property which it does not own except to the extent that it has been negligent in the performance of its maintenance responsibilities.

The Association shall maintain the facilities and equipment within the Common Area in continuous operation, except for any periods necessary to perform required repairs at the discretion of the board.

The cost associated with maintenance, repair and replacement of the Common Areas shall be a Common Expense; provided, the Association may seek reimbursement from the Owners of Lots, or other persons responsible for the replacements or repairs.

6.3 Compliance and Enforcement

Every Owner and occupant of a Lot will comply with the Governing Documents. The Board may impose sanctions for violations of the Governing Documents after notice and a hearing. Such sanctions may include, without limitation;

1. Enforce reasonable monetary fines which will constitute a lien upon the violators Lot. (In the event that any occupant, guest or invitee of a Lot violates the Governing Documents and a fine is enforced, the fine shall first be assessed against the violator, but if the fine is not paid by the violator within a reasonable amount of time set by the Board, then the Owner will pay the fine upon notice from the Board);
2. Suspending an Owner's right to vote in all matters
3. Suspending any services provided by the Association to an Owner if the Owner is more than thirty (30) day delinquent in paying any assessment or other charge owed to the Association;
4. Requiring an Owner, at the Owner's expense, to remove any structure or improvement on Owner's Lot in violation of this agreement, and to restore the Lot to its previous condition. Upon failure of the Owner to do so, the Board or its designee has the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and any such action will not be deemed a trespass;

5. Exercising self-help in any emergency situation; specifically including, but not limited to the towing of vehicles that are in violation of parking rules and regulations, and bringing suit to recover monetary expenses for violations or damages or both.
6. If an Owner fails to perform the Owner's maintenance responsibilities, the Association may record a notice of the violation or perform maintenance responsibilities and assess all costs incurred by the Association against the Lot and Owner as a Specific Assessment. Except in an emergency situation, determined in the sole discretion of the Board, the Association shall provide the Owner with reasonable notice and an opportunity to cure the problem prior to taking enforcement action;

6.4 Indemnification of Officers, Directors and Others

Subject to Oklahoma law, the Association will cover every officer, Director, and committee member, including the Design Review Board, and Architectural Review committee 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 Board of Directors).

The officers, Directors, and committee members will not be liable for any mistake of judgment, negligent, or otherwise, except for their own individual willful misconduct. The officers and Directors 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 officers or Directors may also be Members of the Association).

6.5 Security

The Association may, but is not obligated to, maintain or support certain activities at Bent Wood Creek designed to enhance the security at Bent Wood Creek. Neither the Association nor Whispering Acres LLC, are insurers or guarantors of security, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

The Association and Whispering Acres LLC, make no representation or warranty that any systems or measures, including any mechanism or system, cannot be compromised or circumvented, or that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and agrees to inform its tenants and all occupants of its Lot that the Association, its Board and committee members, and Whispering Acres, LLC are not insurers and that each person at Bent Wood Creek assumes all risks of personal injury and loss or damage to property, including Lots and the contents of the Lots, resulting from acts of third parties.

PART FOUR: COMMUNITY DEVELOPMENT

This agreement reserves various rights to Whispering Acres, LLC, in order to facilitate the smooth and orderly development of Bent Wood Creek and to accommodate changes in the Development Plan which inevitably will occur as Bent Wood Creek grows and matures.

Article 7 Expansion of Bent Wood Creek

7.1 Expansion by Whispering Acres LLC

Whispering Acres, LLC, may from time to time, according to this agreement, take control of all or any portion of the Properties by Recording a Supplemental Declaration describing the additional property to be occupied by Whispering Acres, LLC. A Supplemental Declaration Recorded in accordance to this section will not require the consent of any Person except the owner of such property, if other than Whispering Acres, LLC.

Whispering Acres, LLC, has the right to expand Bent Wood Creek until all properties have been filled or forty (40) years after the recording of the last Recorded Declaration or Supplemental Declaration whichever is earlier. Until then, Whispering Acres, LLC may transfer or assign this right to controlled property to any Person who is a purchaser of any portion of the Properties. Whispering Acres, LLC will honor such transfer in a written recorded agreement.

Nothing in this agreement will be construed to require Whispering Acres, LLC or any successor to subject additional property in this Declaration or to develop any of the Properties in any manner whatsoever.

7.2 Additional Covenants and Easements

Whispering Acres, LLC, may subject any portion of Bent Wood Creek to additional covenants and easements, including covenants obligating the Association to maintain and insure any property and authorizing the Association to recover its costs through assessments. Such additional covenants and easements may be set forth either in a Supplemental Declaration adding the property to this declaration or in a separate agreement referencing the property previously subjected to this agreement. If the property is owned by someone other than Whispering Acres, LLC, then the consent of the Owner (s) will be necessary and will be verified by their execution of the supplemental declaration. Any such an agreement may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject of the property in order to reflect the different character and intended use of the property.

Article 8 Additional Rights Reserved to Declarant

8.1 Withdrawal of Property

Whispering Acres, LLC, reserves the right to amend this declaration, so long as it has the right to take over additional property pursuant to Section 7 of this document, for the purpose of removing from the coverage of this Declaration any portion of Bent Wood Creek which has not yet been improved with structures. Such an amendment will not require the consent of any Person other than the Owner (s) of the property to be withdrawn, if such Owner is not the Whispering Acres, LLC. If the property is a Common Area, the Association shall consent to any withdrawal.

8.2 Marketing and Sales Activities

Whispering Acres, LLC and Builders authorized by Whispering Acres, LLC may construct and maintain upon portions of the Common Area such facilities in the sole opinion of Whispering Acres, LLC, may be reasonably required, convenient, or incidental to the construction of sale of Lots. Including, but not limited to, business offices, signs, model homes, and sales offices. Whispering Acres, LLC and authorized Builders will have a license with interest for access to and use of such facilities.

8.3 Right to Develop

Whispering Acres, LLC and its employees, agents and designees will have the right to access and use an easement over and upon all of the Common Area for the purpose of making, constructing and installing such improvements to the Common Area as it deems appropriate in its sole discretion.

Every person that acquires any interest in Bent Wood Creek acknowledges that Whisper Creek is a planned community, the development of which is likely to extend over many years,, and agrees not to use the Association funds to protest, challenge or otherwise object to changes in uses or density of property outside an area where a person holds an interest or changes in the Development Plan as it relates to property outside an area that a person holds an interest. To be clear, no Association funds will be used to challenge, protest, object to, or otherwise interfere with Whispering Acres, LLC development with in Bent Wood Creek.

8.4 Right to Approve Changes in Standards

No amendment to or modification of any Use Restrictions and Rules shall be effective without prior notice to and the written approval of Whispering Acres, LLC, so long as Whispering Acres, LLC owns property subject to this Declaration or property which may become subject to this declaration.

8.5 Right to Transfer or Assign Declarant Rights

Any or all of the special rights and obligations of Whispering Acres, LLC set forth in this Declaration or the Bylaws may be transferred in whole or in part to other Persons; provided, the transfer will not reduce an obligation nor enlarge a right beyond that which Whispering Acres, LLC has under this declaration or the Bylaws. No such transfer or assignment will be effective unless it is in a written instrument signed by Whispering Acres, LLC, and duly recorded. The previous sentence will not rule out Whispering Acres, LLC, from permitting other Persons to exercise, on a one time or limited basis, any right reserved to Whispering Acres, LLC, in this agreement where Whispering Acres, LLC, does not intend to transfer such right in its entirety, and in such case it will not be necessary to Record any written assignment unless necessary to evidence Whispering Acres, LLC consent to such exercise.

8.6 Exclusive Rights to use Name of Development

No Person will use the name "Bent Wood Creek" or any derivative of such name in any printed, electronic, or promotional material without the written permission of Whispering Acres, LLC. However, Owners may use the name "Bent Wood Creek" in printed or promotional matters where such term is used solely to specify that particular property is located at Whisper Creek and the Association will be entitled to use the word "Bent Wood Creek" in its name.

8.7 Termination of Rights

The rights contained in this Article will not terminate until the earlier of (a) the date of termination previously discussed in Article 7 of this declaration or (b) Recording by Whispering

Acres, LLC, with the sole discretion 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 ongoing development activity, requires the creation of special property rights and provisions to address the needs and responsibilities of the Owners, Whispering Acres, LLC, the Association, and others in or adjacent to the community. Within these areas, no structure, planting or other materials will be placed or permitted to remain which may damage or interfere with the installation and/or maintenance of below easements.

Article 9 Easements

9.1 Easements for Utilities, Etc.

The Properties will be subject to easements that are set forth in any and all separate, duly recorded instruments, including without limitation, any and all applicable sections, maps of dedication, easements and easement agreements, subjected to terms, conditions, limitations, or restrictions as may be set forth in separate instruments. These easements may include (but shall not be required to include) easements for entrances, community exits, streets, access for maintenance purposes, drainage and storm drains, landscape irrigation, private and public utilities, emergency vehicles, and service vehicle access. Whispering Acres, LLC and the Association, for themselves and their respected successors and delegates, each reserve the right to grant, convey and dedicate over, upon, beneath, and across any land owned by either any and all easements deemed appropriate, whether in favor of any governmental entity, including Oklahoma County and the City of Oklahoma City, any public or private utility company, or any other third party, on such terms and subject to such conditions, limitations, or restrictions that may be necessary or appropriate to carry out the purpose of such easement.

Whispering Acres, LLC also reserves for itself and grants to the Association the non-exclusive right and power to grant and Record specific easements as may be necessary, the sole discretion of Whispering Acres, LLC or the Association as applicable, in connection with the orderly development of any of the Properties, provided, the Association will have the right and power only with respect to the property that has been subjected to this Declaration in accordance with Article 7 of this agreement and only with respect to any Common Area that is owned by Whispering Acres, LLC or the Association, as applicable.

All work associated with the easements described in the paragraphs above in this section, will be performed in a manner as to minimize interference with the use and enjoyment of the property burdened by the easement. After all work is completed with the easements, Whispering Acres, LLC or the Association has the right to make sure restorative actions have taken place on the burdened property. Therefore, upon completion, the Person exercising the easement will 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 for an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner or occupant.

9.2 Easements for Maintenance, Emergency and Enforcement

Whispering Acres, LLC reserves the right for itself and grants the right to the Association the easements over Bent Wood Creek as necessary to enable the Association to

fulfill its maintenance responsibilities. The Association will 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 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 reasonable hours and after receipt of the consent of the Owner or occupant, which consent will not be unreasonably withheld.

9.3 Easements for Irrigation, Detention/Retention Maintenance and Flood Water

To the extent that any retention area, collections of storm water drainage (collectively, Detention/Retention Area) is located within the Common Area, this Declaration hereby creates in favor of Whispering Acres, LLC and its successors, delegates, and designers, the nonexclusive right and easement, but not the obligation, to enter upon any Detention/Retention Area located within the Common Area to;

1. Install, operate, maintain, and replace pumps to supply irrigation water to the Common area.
2. Construct, maintain and repair structures and equipment used for retaining water.
3. Maintain such areas in a manner consistent with Whisper Creek Standards.

To the extent that any Detention/Retention Area is located within the Common Area, this Declaration hereby creates in favor of the Association and its successors, delegates and designers, the nonexclusive right and easement to enter upon any Detention/Retention Area located within the Common Area to;

1. Install, operate, maintain and replace pumps to supply Detention/Retention Area to the Common Area
2. Construct, maintain, and repair structures and equipment used for retaining water
3. Maintain such areas in a manner consistent with Whisper Creek Standards.

Whispering Acres, LLC reserves the right for itself, the Association, and their successors, delegates and designers a perpetual, non exclusive right and easement of access and encroachment over the Common Area and Lots (but not dwellings thereon) adjacent to or within 100 feet of any Detention/Retention Area at Bent Wood Creek, in order to;

1. Alter in any manner and generally maintain and any irrigation problem within the Common Area
2. Maintain and landscape the slopes and banks pertaining to any such area. All persons entitled to exercise these easements will use reasonable care and repair any damage resulting from the intentional exercise of such easements. Nothing herein will be construed to make Whispering Acres, LLC, the Association, or any other Person liable for damage or injury resulting from flooding or surface runoff due to rainfall or other natural occurrences.

9.4 Easements for Drainage Areas

This agreement hereby creates in favor of Whispering Acres, LLC, so long as Whispering Acres, LLC owns any of the Properties and the Association, and their successors, delegates, and designers, the nonexclusive right and easement to enter upon drainage ways, drainage culverts, natural drainage areas, washes and wash areas, other areas at Bent Wood

Creek, including areas with Lots, used to drain surface runoff and flood waters, and any improvements and equipment 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 occupants consent, which the consent shall not be unreasonably withheld.

9.5 Easements for Fencing

This agreement hereby creates in favor of Whispering Acres, LLC, so long as Whispering Acres, LLC owns any of the Properties and the Association, and their successors, delegates and designers, the nonexclusive right and easement to enter upon Lots and other areas within Bent Wood Creek, on which screening and fencing has been installed for the purpose of improving the visual quality of Bent Wood Creek. Except to avoid imminent threat of personal injury or property damage, entry onto any portion of any property not generally open to shall only the public be authorized during reasonable hours and after receipt of the Owner's or occupants consent, which consent will not be unreasonably withheld.

PART SIX: RELATIONSHIPS WITHIN AND OUTSIDE THE COMMUNITY

The growth and success of Bent Wood Creek 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.

Article 10 Dispute Resolution and Limitation on Litigation

10.1 Consensus for Association Litigation

The Association will not commence a judicial or administrative proceeding without the approval of at least two-thirds (2/3rds) of the members except as provided in this Section. This Section shall not apply, however to actions brought by the Association to enforce Governing Documents (including, without limitation, the foreclosure of liens), the imposition and collection of assessments, proceedings involving challenges to taxation fixed value percentages, or counterclaims brought by the Association in proceedings instituted against it. This section will not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute the proceedings.

Prior to the Association or any Member commencing any judicial or administrative proceeding to which Whispering Acres, LLC is a party and which arises out of an alleged defect at Whisper Creek or any improvement constructed upon Bent Wood Creek, Whispering Acres, LLC will 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 Bent Wood Creek, including any improvement as to which a defect is alleged. In addition, the Association or the Member will notify the builder who constructed the improved subject prior to retaining any other expert as an expert witness or for other litigation purposes.

10.2 Dispute Resolution and Enforcement

Subject to Section 10.1 of this agreement, prior to Whispering Acres, LLC, the Association, or any Member bringing any judicial or administrative proceedings under the Governing Documents or for a claim against Whispering Acres, LLC, the Association, or any

Member, such Person making a claim shall make a good faith attempt to negotiate in person with the other party, including seeking formal pre-litigation mediation, for the resolution of the dispute. In the event good faith negotiations fail to resolve the dispute, the Person shall thereafter be entitled to sue in any court of competent jurisdiction or to initiate proceedings before any appropriate administrative tribunal on their claim. Each Party shall bear its own costs of any mediation, including attorneys' fees, and each Party shall share equally all charges rendered by any mediator. If the Parties agree to a resolution of any claim through negotiation or mediation, and any Party thereafter fails to abide by the terms of such agreement, then any other Party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth above. In such event, the Party taking action to enforce the agreement will be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties proportionately determined) all costs incurred in enforcing such agreement, including, without limitation, attorneys' fees and court costs.

Each Owner will comply strictly with the Governing Documents, including any rules, regulations, and resolutions of the Association. Failure to comply shall be grounds for taking actions elsewhere provided in the Governing Documents, including but not limited to the institution of legal proceedings in an action at law and /or in equity. Should Whispering Acres, LLC or the Association engage legal counsel for representation, all costs associated with such engagements, including litigation costs and expenses will be recovered from the other party, which may be a Specific Assessment if the other party is a Member. No delay, failure, or omission on the part of Whispering Acres, LLC or the Association in exercising any right, power, or remedy provided in these Governing Documents shall be construed as a negligence to take legal proceedings for a long period of time and implies the abandonment of the right thereto, or will be deemed a waiver of the right to enforce such right, power, or remedy thereafter as to the same violation or breach, and shall act as not a bar to enforcement.

Article 11 Relationship with the City of Oklahoma City, Oklahoma County, and Media

The Association shall publicize and implement a process for and will appoint a member who serves as a single point of contact for the City of Oklahoma City, Oklahoma County, media and members of the public. The responsibilities of such member will include, without limitation, communicating with the City of Oklahoma City regarding maintenance issues within the authority of the Association and answering questions relevant to any matters for which the Association has responsibility.

PART SEVEN: CHANGES IN THE COMMUNITY

Communities such as Bent Wood Creek are dynamic and constantly evolving as circumstances, technology, needs and desires, laws changing, as residents grow older and change, and as the surrounding community changes. Bent Wood Creek and the Governing Documents must be able to adapt to these changes while protecting the special features of Bent Wood Creek that makes Bent Wood Creek unique.

Article 12 Transfer or Dedication of Common Area

The Association may dedicate portions of the Common Area to Oklahoma County, Oklahoma, the City of Oklahoma City, or to any other local, state, or federal government or quasi-governmental entity.

Article 13 Amendment of This Declaration
13.1 By Declarant (Whispering Acres, LLC)

In addition to specific amendment rights granted elsewhere in this Declaration and without restriction by any terms within this Declaration, until termination of the membership, Whispering Acres, LLC may unilaterally amend this Declaration for any purpose and at any time, including during restrictive periods. Thereafter, Whispering Acres, LLC may unilaterally amend this agreement if such amendment is necessary to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination, or to enable any reputable title insurance company to issue title insurance coverage on the Lots, or to enable any institutional or governmental lender, purchaser, insurer or guarantor or mortgage loans, to make purchase, insure or guarantee mortgage loans on the Lots or to satisfy the requirements of any local, state or federal or governmental agency.

Any such amendment shall not adversely affect the title to any Lot unless the Owner consents in writing. In addition as long as Whispering Acres, LLC owns any of the Properties, Whispering Acres, LLC may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect on any right of any Owner.

13.2 By Members

Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent of any combination of Members, and the consent of Whispering Acres, LLC as long as Whispering Acres, LLC owns any property subject to this Declaration or which may become subject to this Declaration in accordance with Section 7 of this Declaration.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause will not be less than the prescribed percentage of affirmative votes (seventy-five percent -75%) required for action to be taken under that clause.

13.3 Validity and Effective Date

No amendment may remove, revoke, or modify any right or privilege of Whispering Acres, LLC, or Member without the written consent of Whispering Acres, LLC or a Member respectively (or the assignee of such right or privilege).

If an Owner consents to any amendment to this Declaration or the By Laws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

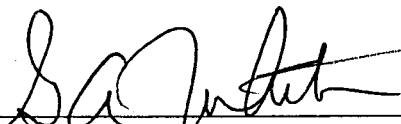
Any amendment will become effective upon Recording, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six months of its Recording or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

13.4 Exhibits

Exhibits "A", "B", "C" attached to this Declaration are incorporated by this reference and amendment of such exhibits will be governed by this Article.

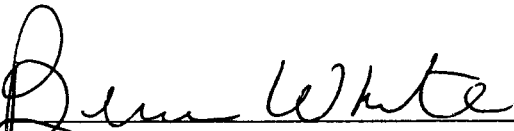
IN WITNESS WHEREOF, the undersigned "Declarant" (Whisper Creek, LLC) has executed this Declaration the date and year first written above and on the signature blocks below.

WHISPER CREEK, LLC - DECLARANT



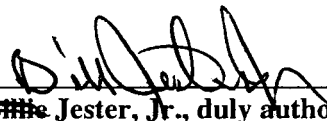
George White, duly authorized agent

6-13-06
Date



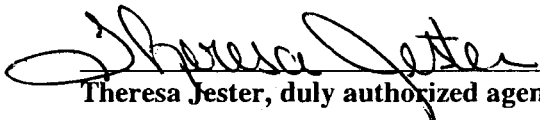
Bernice White, duly authorized agent

6-13-06
Date



~~Bill~~ Jester, Jr., duly authorized agent
Bill

6-13-06
Date



Theresa Jester, duly authorized agent

6/13/06
Date

EXHIBIT "A-1"

WHISPERING GROVE

PROTECTIVE AND RESTRICTIVE COVENANTS

For the purpose of providing an orderly development of the entire lots described above with addresses on Whispering Grove Drive, and for the further purpose of providing adequate restrictive covenants for the mutual benefit of said parties and their successors in title to such subdivision, Whispering Acres, LLC hereby imposes the following restrictions, covenants and reservations, to which it shall be incumbent upon successors in title to adhere.

1. All lots in such subdivision are hereby reserved exclusively for use as single family dwellings, and no structure shall ever be erected, altered, placed or permitted to remain on said lots other than single family dwellings not to exceed two (2) stories in height, and a minimum private attached garage for three (3) cars.
2. The minimum square foot area requirements for residences on said lots shall be Two Thousand Five Hundred (2500) square feet. This minimum figure is for living space and is exclusive of garages, covered porches, and breezeways.
3. Unless approved by the Architectural Control Committee all garages must be either side or rear entrance.
4. No building shall ever be erected, placed or altered on any lots described herein until the building plans, specifications and plot plans showing the location of such building, roofing design, and conformity and harmony of external design with existing structures, and the finished grade elevation, have been approved in writing by Whispering Acres LLC, or their designated representatives, as the Architectural Control Committee. In the event Whispering Acres LLC, or their designated representatives, fail to approve, within fifteen (15) days, any plans or specifications submitted to them, then and in such event, approval will not be required and this covenant shall be deemed to have been fully observed and complied with. Construction must be completed within one year of Architectural Control Committee approval. Neither the committee members, nor their designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant. In addition, the above parties shall have the exclusive right to approve or disapprove any builders building homes within said addition.
5. On Lot 1 of Block 4 there will be a decorative entrance sign to the subdivision at Whispering Grove Drive from SW 59th Street. The entrance way will be on a diagonal parallel to the property line on Whispering Grove Drive. Part of the lot generally north of the sign will be unusable except as green area and landscape area for the common benefit of owners in Whispering Grove. This area north of the wall will not be fenced or used for any purpose except green area.
6. The Homeowners Association will be responsible for the upkeep and maintenance of all common areas within the platted addition. Within these areas, no structure, planting or other materials shall be placed or permitted to remain thereon which may damage or interfere with the upkeep and maintenance of such areas, or which may

change the direction of flow of drainage channels in the common area, or which may obstruct or retard the flow of water through drainage channels.

7. All roofing (both initial and replacement) is restricted to the use of composition material using 30-year laminate composition. Additionally, the color of the roofing material shall be "weatherwood". Further, provided, no three (3) tab shingles shall be installed on any dwelling or outbuilding. All rooflines shall have a minimum 8/12 pitch. Shed roofs for porches may have a lesser pitch if approved by the Architectural Control Committee. All other roofs must be approved by the Architectural Control Committee.
8. Any wind turbines shall be placed on rear of house so that they will be out of public view. All other attic ventilation shall be done by way of ridge vents, low profile static vents, or electric power vents.
9. All construction must be new construction. The principal exterior of any residential structure shall be masonry or stone and such masonry or stone shall constitute a minimum of eighty (80%) percent of the total outside area of the structure exclusive of eaves, fascia, doors, windows, and garage doors. All siding must be approved by the Architectural Control Committee.
10. All dwelling structures constructed on any Lot shall face the street upon which the lot faces, as the same is platted on the Plat and no portion of any structure shall be nearer to the street property line than as designated on the Plat for that Lot. In any event, no residence shall be located on any residential plot nearer than twenty five (25) feet to the front property line, nor twenty (20) foot to a side street line. All dwellings shall be no less than five (5) foot from the side building lines.
11. No building or structure of any sort may be placed, erected or used exclusively for business, professional, trade or commercial purposes on any portion of said subdivision or development. A type of business that can be operated from the home, i.e. real estate, or similar office type business may be permitted. Under no circumstances shall a home business cause excessive traffic into or out of the residence, nor shall equipment or supplies be stored in public view. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more that one (1) square foot, during construction one (1) sign of not more than five (5) square feet for advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sale.
12. No trailer, recreational vehicle, tent, shack, garage, barn, or other outbuilding or structure of a temporary character shall be used on any lot at any time as a residence, either temporary or permanently. Mobile homes of any kind shall not be allowed to be placed or parked, either permanently or temporarily on any lot.
13. The following provisions shall be applicable to all outbuildings unless otherwise approved by the Architectural Control Committee :
 - a. No outbuilding may be used as a residence either temporarily or permanently.
 - b. All outbuildings shall be of new construction and be located behind the primary residence;
 - c. Square footage of any outbuilding shall not exceed the heated living space of the primary residence.
 - d. No outbuilding shall be of a greater height than the primary residence.

- e. No out building shall be permitted in any easement for utilities nor be allowed to interfere with storm water drainage.
 - f. The architectural style of any out building must be similar to or blend with that of the primary residence, and there must be a minimum of 40% brick, with the front being all brick and sides may be partial brick.
 - g. All out buildings must have concrete floors.
 - h. Architectural Control Committee of Whispering Acres LLC must approve any outbuilding.
14. All mailboxes shall be of brick or stone construction and shall correspond with the brick on the residence located on the respective lot. They must also include a concrete address box.
 15. All chimneys must be of brick or stone construction.
 16. All driveways, ingresses and egresses from each residence to any street must be constructed of concrete.
 17. All fencing shall be constructed of brick, stone, wood, vinyl or chain link material. In no event shall any fence extend any closer to the street fronting a dwelling than the front outermost corners of such dwelling.
 18. All lots shall contain sod, at a minimum, from the back of the dwelling to the street and from property line to property line.
 19. Prior to a residence being occupied, the builder or owner of the property must plant a minimum of two, one and one-half caliper trees 25 feet from the edge of the road. The trees are to be spaced out evenly across the road frontage to give the road a tree-lined appearance.
 20. No boats, trailers, campers, or inoperable automobiles shall be temporarily or permanently parked, located, or otherwise maintained forward of the back outermost corners of the dwelling; and should be out of public view, however it is not the intention of this paragraph to exclude the temporary parking of passenger automobiles on any portion of the garage driveway located in front of such dwelling.
 21. No truck, pickup truck, bus commercial vehicle, or recreational vehicle of any kind of one (1) ton or more, shall be parked or permitted to remain on the driveway of, or street adjacent to, any residential plot, except for such periods of time as may be absolutely necessary in order to pick up or deliver materials, or to do work or make repairs on the property. It is the intent of this requirement that the owners and occupants of residential buildings in the subdivision shall not use the property upon which they reside, or streets adjacent thereto, for the storage or habitual parking of any such prohibited motor vehicle.
 22. No other animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats or other household pets provided they are not kept, bred, or maintained for commercial purposes. It shall be the responsibility of the Owners of such household pets to prevent the animals from running loose or becoming a nuisance to the other residents.
 23. No lot shall be used as a dumping ground for rubbish, trash, garbage or waste. Owners of lots, whether improved or unimproved, must keep their lot free of debris and is required to keep said lot in presentable condition and any refuse must be hauled away for disposal at owner's expense.

24. All lot owners shall continuously maintain landscaping with respect to each of their lots, such as mowing, planting, and maintaining of shrubs and trees.
25. All antennas, poles, or similar items placed on the property shall be located so they are not seen from the front of the property, and so long as it is not more than ten (10) feet higher than the top of any outbuilding. In addition, it should be placed so as to not adversely affect the use and enjoyment by any other owners of their lots.
26. The builder is required to install sidewalks in accordance with the standards required by the City and the approved plot.
27. No noxious or offensive activities shall be conducted on any portion of the property that will adversely affect the use and enjoyment by any other owners of their lots nor shall any nuisance be permitted to occur or remain on the property.
28. Each owner, user, leaser, and occupant of each lot or building shall at all times comply with all laws and ordinances, rules, regulations and orders of all federal, state, county and municipal governments and governmental agencies then applicable to the addition.
29. If the parties hereto, or their heirs or assigns shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in the said addition, development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restriction and either to prevent him/her or them from doing so to recover damages for such violation.
30. The foregoing covenants and restrictions shall run with the land and be binding on all persons and parties claiming under them for a term of twenty (20) years from the date that this document is recorded at which time the said covenants shall be automatically extended for successive periods of ten (10) years unless by a majority vote of the then lot owners, it is agreed to change or abrogate said covenants in part or in whole.
31. Until all of the lots are sold to bona fide third parties unrelated to Whispering Acres LLC, Whispering Acres LLC shall have the exclusive power and right to make any amendments to these Covenants and Restrictions. In addition, Whispering Acres LLC will have the exclusive power and right to allow variances from the present form of or the specific and general intentions and purposes of the Covenants and Restrictions set forth herein. After all of the lots have been sold to bona fide third parties and all approved construction is completed, Whispering Acres LLC will remove itself as Architectural Control Committee, and all duties of that committee will become the responsibility of the homeowners.
32. Invalidation of any one of these covenants by judgment or Court order shall in no way affect any of the other provisions herein which shall remain in full force and effect.

EXHIBIT "B-1"

BYLAWS OF WHISPERING GROVE PROPERTY OWNERS ASSOCIATION, INC.

The Association shall be governed by the Bylaws, rules and regulations set forth herein or hereinafter.

Article 1 Association Membership, Meetings, Quorum, Voting, Proxies

- 1.10 Membership; Every person who is an Owner in Bent Wood Creek Addition with a Whispering Grove Drive address shall be a member of the Association.
- 1.11 Place of Meetings; Meeting of the Association shall be held at a principal office of the Association or at another suitable place convenient to the Members of the Association that the Board has designated.
- 1.12 Annual Meetings; At the sole discretion of the Declarant (Whispering Acres, LLC), the first meeting of the Members of the Association will be held at such a time that a sufficient number of Lots are owner occupied. Meetings shall be open to all Members. At this time, the Board of Trustees, or Directors will be elected. Regular annual meetings shall be set by the Board. Notice of such meeting will be sent by First Class Mail at least ten (10) days prior but not more than thirty (30) days before the date of meeting.
- 1.13 Special Meetings; May be called at any time by the President, or by the Board of Directors, or by more than ten (10) members of the Association. Notice of the special meeting shall be sent the same as for the annual meeting.
- 1.14 Waiver of Notice; Waiver of notice (relinquishing of rights) 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.
- 1.15 Adjournment of Meetings; If any meeting of the Association cannot be held because a quorum (a percentage or number of members) who are present, such meeting may adjourn to a time not less than five(5) nor more than thirty (30) days from the time of the original meeting was called. At the reconvening meeting, as long as a quorum is present, any and all business may be transacted which may have been transacted at the original meeting.
- 1.16 Proxies; On any matter as to which any 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, dated, and filed with the Secretary of the Association prior to the meeting for which it is to be effective. A proxy will be presumed to cover all votes. In the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid; however, such conflicting proxies shall be counted for purposes of determining the presence of a quorum. Every proxy shall be revocable and will automatically cease upon conveyance of any Lot for which it was given or receipt by the Secretary a written notice of revocation of the proxy or by death or judicially declared incompetent, or on the date specified on proxy.

- 1.17 Conduct of Meetings. The President will preside over all meetings of the Association and the Secretary shall keep the minutes of the meetings and record in a minute book all resolutions adopted and all other transactions occurring at meetings. The Board will keep complete records of all acts and proceedings, receipts, expenditures and shall provide copies of such activity to the full membership of the Association at the annual meetings.
- 1.18 These Bylaws may be amended at any regular or special meeting of the members entitled to vote.

Article 2 Board of Directors; Numbers, Powers, Meetings

A. COMPOSITION AND SELECTION

- 2.15 Governing Body; Composition. The affairs of the Association will be governed by a Board of Directors, each of whom will have one vote. No owner and resident of the same lot may serve on the board at the same time. A "resident" is any person eighteen (18) years of age or older whose principal residence is a Lot within Whispering Grove.
- 2.16 Number of Directors; The Board will consist of no less than three (3), President, Secretary, and Treasurer, and not more than nine (9) directors.
- 2.17 Nominations and Election Procedures; Prior to each election of Directors, the Board will prescribe the opening date and the closing date of a reasonable filing period in which each and every eligible person who has a bon-fide interest in serving as a Director may file as a candidate for any position to be filled. The Board will also establish other rules and regulations as it deems appropriate to conduct the nomination of directors in a fair, efficient, and cost-effective manner. The nominations for election to the Board may also be made by a Nominating Committee. The Nominating Committee, if any, will consist of a Chairman, who will be a member of the Board, and three or more members or representatives of Members. The members of the Nominating Committee will be appointed by the Board not less than thirty (30) days prior to each annual meeting to serve a term of one (1) year and until their successors are appointed. The Nominating Committee may make as many nominations for election to the Board as it deems necessary. Each Member may cast a vote for the Lot in which the Member represents. There will be no cumulative voting. The number of candidates with the greatest number of votes shall be elected. Directors may be elected to serve any number of consecutive terms.
- 2.18 Election and Term of Office; Notwithstanding any other provision of these bylaws:
- 2.18.1 During the Declarant Control Period, the Declarant will have the right in its sole discretion to appoint each member of the Board.
- 2.18.2 After termination of the Declarant Control Period, A member shall be entitled to appoint one Director, unless the Declarant waives such right in a Recorded instrument. Such Director will be elected for a term of two (2) years and will not be subject to removal by the Members. Within ninety (90) days of the termination of the Declarant Control Period, the Board will be increased to nine Directors and an election shall be held. Eight (8) Directors will be elected; five (5) Directors will serve a term of two (2) years, and four (4) Directors will serve a term of one (1) year.
- 2.19 Removal of Directors and Vacancies; Any Director elected by Members may be removed, with or without cause, by the vote of Members holding the majority of the votes entitled to be cast for the election of such Director. Any Director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal

of a Director, a successor will be elected by to fill the vacancy and serve the remainder of the vacant Directors term. Any Director elected who has three (3) consecutive unexcused absences from Board meetings, or who is more than thirty (30) day delinquent in the payment of any assessment or other charge, may be removed by a majority of the Directors present at a regular or special meeting at which a quorum is present. The Board then may appoint a successor for to fill the vacancy for the remainder of the term.

- 2.19.1 In the event of 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 a successor will be elected.

B. MEETINGS

- 2.20 Regular Meetings; Notice of the time and place of a regular meeting shall be communicated to Directors no less than four (4) days prior to the meeting.
- 2.21 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 (2) Directors. The notice will specify the date, time and place of the meeting and the nature of any business to be considered. The notice will be given to the Director by personal delivery, first class mail (postage prepaid), telephone communication, facsimile, computer, or any other communication device. Notices sent by first class mail shall be deposited in a United States mailbox at least seven (7) business days before the time set for the meeting. Notices given by any other means shall be delivered at least seventy-two (72) hours before the time set for the meeting.
- 2.22 Conduct of Meetings; The President will preside over all meetings of the Board, and the Secretary will keep a minute book of Board meetings, recording all resolutions, transactions and proceedings occurring at each meeting.
- 2.23 Compensation; Directors will not receive any compensation from the Association. Any Director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other Directors. Nothing herein shall prohibit the Association from compensating a Director, or any entity with which a Director is affiliated, for services or supplies furnished to the Association in a capacity other than as a Director pursuant to a contract or agreement with the Association, provided that such Director's interest was made known to the Board prior to entering into such contract and such contract was approved by a majority of the Board, excluding the interested Director.
- 2.24 Notice to Owners; Open Meetings. Except in an emergency, notice of the time and place of Board meetings will be posted at least forty-eight (48) hours in advance of the meeting at a conspicuous place within Whispering Grove. Meetings are open to all Owners of Lots. The President may limit the time any individual may speak. The President may also adjourn any meeting of the Board and reconvene in executive session and may exclude persons other than the Directors, to discuss any or all of the following;
- e. employment or personnel matters for employees of the Association;
 - f. legal advice from an attorney retained for the Board or the Association;
 - g. pending or contemplated litigation; or
 - h. pending or contemplated matters relating to enforcement of the Governing Documents.

C. POWERS AND DUTIES

2.25 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.

2.26 Duties. The duties of the Board will include, without limitation:

- l. preparing and adopting, accordance with the Declaration, an annual budget and establishing each Owner's share of the Common Expenses.
- m. providing for the operation, care, upkeep, and maintenance of the Common area.
- n. 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 personnel and for the purchase of equipment, supplies, and materials to be used by personnel in the performance of their duties.
- o. Opening a bank account with required designated signatures, depositing all funds received on behalf of the Association, and using these funds to operate the Association.
- p. Making and amending use restrictions and rules accordance with the Declaration.
- q. Making or contracting repairs, additions, and improvements to or alterations of the Common Area in accordance with the Declaration or these Bylaws.
- r. 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 will not be obligated to take action to enforce any covenant, restriction or rule when the Board exercises its business judgment.
- s. Keeping books with detailed accounts of the receipts and expenditures of the Association.
- t. Permitting utility suppliers to use portions for the Common Area reasonably necessary to the ongoing development or operation of the Properties.
- u. Indemnifying a Director, officer or committee member, or former Director, officer, or committee member of the Association to the extent such indemnity is authorized by Oklahoma law, or the Declaration.
- v. Assisting in the resolution of disputes between Owners and others without litigation, as forth in the Declaration.

2.27 Right to Contract. The Association will have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with trusts, other owners or residents associations, within and outside the Properties. Any common management agreement will require the consent and an absolute majority of the Board.

- 2.28 Enforcement. The Association will have the power, but not obligated as provided in the Declaration, to impose sanctions for any violation of any duty imposed under Governing Documents. In the event that any occupant, tenant, employee, guest, or invitee of a Lot violates the Declaration, Bylaws, or a rule and a fine is imposed, the fine shall first be assessed against the occupant; provided however, if the fine is not paid by the occupant within a limited time period set by the Board, the Owner will pay for the fine upon notice of the Association. Also, the Association may, but will not be obligated to enforce city and county ordinances, and may but will not be obligated to permit Oklahoma County or the City of Oklahoma City to enforce ordinances within the Properties for the benefit of the Association and the Members. In conducting business, the Association, and the Board will at all times act within the scope of these Documents.

Article 3 Officers

- 3.1.3 Officers. The officers of the Association will consist of a President, Vice President, Secretary, and Treasurer. The President and the Secretary will be elected from the members of the Board; other offices may, but don't have to be members of the Board. The Board may appoint other officers, including one (1) or more Assistant Secretaries and one (1) or more Assistant Treasures, as it deems desirable. Each of the officers will have the authority to perform the duties the Board describes. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.
- 3.1.4 Agreements, Contracts, Deeds, Leases, Checks, Etc. All of these instruments of the Association will be executed by at least two (2) officers or by such other person or persons as may be designated by the Board.

Article 4 Committees

- 4.3 General. The Board may appoint committees as it deems appropriate to perform tasks and to serve for such periods as the Board may designate by resolution. Each committee will operate in accordance with the terms of any resolution.
- 4.4 Covenants Committee. In addition to any other committees which the Board may establish, a Covenants Committee consisting of at least three (3) and no more than seven (7) Members. Acting in accordance with the provisions of the Declaration, these Bylaws, and resolutions the Board may adopt, the Covenants Committee, if established, will be the hearing tribunal of the Association and shall conduct all hearings.

Article 5 Miscellaneous

- 5.4 Fiscal Year. The fiscal year of the Association will be a calendar year, unless the Board establishes a different fiscal year by resolution.
- 5.5 Conflicts. If there are conflicts among the provisions of Oklahoma law, the Articles, the Declaration, or these Bylaws, the provisions of Oklahoma law (unless displaceable by the Governing Documents), the Declaration, the Articles, and the Bylaws (in that order) will prevail.
- 5.6 Books and Records
1. Inspection by Members. The Board will make available for inspection and copying by any Person or Persons at any reasonable time and for a purpose reasonably related to his or her interest in a Lot; the Declaration, Bylaws, and Articles, including any amendments, the Use and Restrictions and Rules, 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 as the Board designates.

2. Rules for Inspection. The Board will establish rules with respect to give notice to the custodian of the records, hours and days of the week when the inspection may be made, and the 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. This right also includes copying any relevant document at the expense of the Association.

4. Exceptions to Inspection Requirements. 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;

- a. personnel matters or a person's medical records.
- b. communication between an attorney for the Association and the Association.
- c. pending or contemplated litigation.
- d. pending or contemplated matters relating to enforcement of the Governing Documents
- e. 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 will 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.

5.4 Amendment. Except as provided by Oklahoma law, these Bylaws may be amended only by the affirmative vote or written consent or both of members representing fifty-one (51) percent of the Association, and the consent and or approval of Whisper Creek, LLC member, if they still exist. Amendments to these Bylaws will become effective upon adoption unless a later effective date is specified. Any procedural challenge to an amendment must be made within six (6) months of the adoption of the amendment, or such amendment will be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these Bylaws. No amendment may remove, revoke, or modify any right or privilege of Whispering Acres, LLC.

EXHIBIT "C-1"
DESIGN REVIEW GUIDELINES FOR
WHISPERING GROVE
A RESIDENTIAL COMMUNITY

These Design Review Guidelines apply to all lots in Bent Wood Creek Addition with addresses on Whispering Grove Drive.

Disclaimer

All plans, dimensions, improvements, amenities, features, uses, specifications, materials and availability depicted herein are subject to change without notice. Any illustrations are for depiction only and may differ from completed improvements.

These Design Review Guidelines are not intended to be a complete list of all criteria that must be satisfied in connection with construction of improvements. Compliance with these Design Review guidelines does not assure approval for any particular designs. Declarant (Whispering Acres, LLC), or Design Review Board as the case may be, reserves the right to approve particular designs which vary from or otherwise do not comply with these Design Review Guidelines.

These Design Review Guidelines are a mechanism for maintaining and enhancing the overall beauty of Whispering Grove; they do not create any duty to any person. Review and approval of any designs may be based on aesthetic considerations only. Whispering Grove Property Owners Association, or the Design Review Board also known as Architectural Review Committee, shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, for ensuring compliance with building codes and other governmental requirements, or for ensuring that every structure is of comparable quality, value or size, of similar design or aesthetically pleasing or otherwise acceptable to other owners of property in Whispering Grove. Declarant makes no warranty, expressed or implied, that the information or guidelines contained herein are suitable for any particular use, and hereby disclaims any liability in connection with the use of this information.

1. INTRODUCTION

1.6 Purpose; Whispering Grove is a planned community comprising of real property in Oklahoma County, State of Oklahoma. The purpose of the Whispering Grove development is to provide a high quality, beautifully 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 and Design Review Board is to meet the overall Whispering Grove purpose by assisting in the building design process. As a general rule, the Design Review Guidelines and Design Review Board will not dictate any particular architectural style or hinder personal design preferences. Traditional design details may be incorporated in the Design Review Guidelines, but any styles that tend to disrupt the pleasing harmony will be discouraged.

- 1.7 Scope; The Design Review Guidelines and Design Review Board oversight apply to all modifications as defined within the Governing Documents. Modifications include new construction and the alterations of or additions to existing construction.
- 1.8 Amendments; The Design Review Board may amend, cancel, add to, modify, or otherwise change these Design Review Guidelines from time to time as necessary at the sole discretion of the Board. The Design Review Board will 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, will not relieve each Owner of their obligation to determine applicable design guidelines prior to making any new construction or modifications.
- 1.9 Compliance with Local Law; The Design Review Board is not responsible for notice of or ensuring compliance with building codes, structural details, local, state, federal law, or environmental agency compliance.
- 1.10 Limitation of Liability; The Design Review Board is not responsible and will bear no liability for the accuracy of drawings and techniques of construction. The Design Review Board will 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 These Design Review Guidelines apply to all new construction and modifications.
- 2.5 The Design Review Board, also known as Architectural Review Committee, consists of four (4) persons. Members may include architects or similar professionals who are not owners. The Design Review Board may adopt detailed application, review procedures, and design standards governing its area of responsibility consistent with the Declaration. All new construction and modifications will take place in strict compliance with the Declaration, and these Guidelines.
- 2.6 Review Fees. The Design Board may establish a review fee schedule applicable to the oversight of administering the Design Review Board.
- 2.7 Review Standards. As provided in the Governing Documents, the Design Review Board will approve any new construction or modification only if it deems, in its discretion, that new construction and Modifications conform to and harmonize with the existing surroundings, residences, landscaping and structures, and meets the requirements for such new construction and modifications that represent a positive or neutral effect on the surrounding natural environment that are found in the Governing Documents, these Guidelines, and are circulated by the Design Review Board.

All applications are reviewed to confirm that the proposed new construction or modification relates to and utilizes the existing structures on the Lot and on Lots in the same vicinity. This will apply to the Scale, Color, Materials, Workmanship, Design Compatibility, and Concept. All work and materials will be in a compatible nature as were used on existing structures. All modifications or new construction

will be completed in a timely manner, with workmanship of an equal or better quality than the existing structures, whether an Owner performs the work or contracts the work to be done.

- 2.6 Review Process for New Construction and Modifications. Prior to making out an application to the Design Review Board, Owners are encouraged to meet with a representative 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 will submit to the Design Review Board an application for approval in such form as the Design Review Board will require. An acceptable application appears as an attachment to these Guidelines. The application will include the new plans showing the layout, structural design, exterior elevations, materials, colors, landscaping, drainage, exterior lighting, irrigation, and other features of proposed construction. For consideration, the application must be received by 5:00 p.m. five (5) days prior to a scheduled meeting of the Design Review Board, which will be held on a regular basis. Late submissions will not be reviewed until the next meeting.

Within 30 days after receipt of a completed application and all required information, the Design Review Board will respond in writing to the applicant at the address specified in the application. The response may, approve the application, with or without conditions, it may approve a portion of the application and disapprove other portions, or it may disapprove the application and will not be obligated to specify the reasons for any objections and/or offer suggestions for curing any objections.

In the event that the Design Review Board fails to respond to a properly submitted application in a timely manner, approval shall be deemed to have been given. Any approval inconsistent with the Declaration or these Design Review Guidelines is Void unless a variance has been granted to this Declaration.

If construction does not commence on a new construction or modifications project for which plans have been approved within one (1) year after the date of approval, such approval will be deemed withdrawn and the Owner will have to reapply for approval before starting the purposed modifications. Starting the project will begin upon such actions as, but not limited to delivery of materials and labor exerted relative to the new construction or modification. After construction is started it will be diligently pursued to completion. All new construction or modifications must be completed within one (1) year after commencement unless otherwise specified in the notice of approval or an extension was granted in writing from the Design Review Board, which it is not obligated to do. Any modifications not completed with in the designated time period will be subject to enforcement action by the Design Review Board, the Association, or any aggrieved Owner.

No approval will be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications. Any Owner may remodel, paint or redecorate the interior of a Lot without approval provided such alterations do not affect the beauty of the exterior of the Lot as they appeared prior to the alteration.

3. CONSTRUCTION GUIDELINES AND PROCEDURES

- 3.1 Construction Drawings. All proposed new construction or modifications will have a properly submitted application. The application must include construction drawings of the proposed improvements. Construction drawings include, but are not limited to;

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

Site survey: with property lines or a site plan based on the recorded plat;
Elevation drawings: showing elevations of the property corners, center of building or existing structures, culvert inlets, edge of roadway and finished floor elevations;

Vegetation diagram: showing the location and species of trees 3" in diameter or larger at 48" from the ground.

Building outline: including service yard and front and rear corner of adjacent buildings;

Paved area diagram: including drives, parking areas, walks, patios, etc.;

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;

Special features locations: such as easement, common areas, walls, etc.;

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, samples of both color and materials are to be submitted in a form provided by the Design Review Board at their request.

Detail Drawings. Detail drawings must be submitted showing wall sections, service area enclosure details, and other architectural details. As 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 setting, locations and specifications and fixtures of exterior lighting including security lighting and other electrical equipment for pools, etc.

Grading Plan. A grading plan must be submitted indicating drainage plan, any proposed grade changes and proposed erosion control devices.

3.4 Changes After Approval of Final Construction Plans. Any plans or applications altered in any manner that were not initially reviewed will be re-submitted for reviewing.

3.5 Constructional Guidelines.

3.5.1 These guidelines are intended for compliance by all contractors, subcontractors, material suppliers, maintenance personnel and any others engaged in construction or related activity in Whispering Grove. These guidelines are not intended to restrict, penalize or impede construction activity during reasonable performance of duties while within Whispering Grove. Instead, they will be enforced fairly to achieve the objectives below and in the Governing Documents and to facilitate orderly and controlled construction activity, and by preserving the overall quality of Whispering Grove's appearance. Violations will be subject to assessments and repeated violations may be cause for denial of access.

3.5.2 Guidelines.

10. Site Clearing. Site clearing or construction on any property with Whispering Grove is not permitted without first submitting application and obtaining final approval from the Design Review Board.
11. Trash Receptacles. Each building site must have a trash receptacle for construction debris and is to be emptied or removed when full. With approval of the Design Review Board, contractors may coordinate sharing of trash receptacles. The dumping of construction trash is not permitted inside Whispering Grove and must be removed by a covered truck. Wind blown trash is a pickup requirement.
12. Portable Toilets. Clean and sanitary conditions are required for all toilets. Contractors may coordinate sharing of portable toilets to lessen the impact and total number of portable toilets in Whispering Grove during construction.
13. Nuisances and Construction Hours. No loud speakers are permitted on building sites. Inappropriate volume and music on radios, stereos, etc will not be permitted. All construction activity will be taken with care to minimize interference with traffic and to protect the general public, surrounding communities and homeowners. Construction hours will occur between the hours of 6 a.m. to 8 p.m. Central Standard Time.
14. Compliance with Design Review Board Approval. All buildings and landscape plans must be approved in writing, and the owner and the building contractor are jointly responsible that the approved plans are followed in all aspects with respect to the exterior of the house and grounds as according the Governing Documents and this Design Review Guide.
15. Signs. To minimize visual clutter, contact the Design Review Board for placement and coordination of signs.
16. Erosion Control. Each Owner will be responsible for the installation and maintenance of all necessary erosion control devices and at all times keep the erosion control devices in good working order. Any default by an Owner or contractor of erosion control will be remedied within twenty-four (24) hours of notice of default.

17. Repair to Damaged Property. Any kind of damage to other property, including but not limited to open space, other Lots, roads, driveways, sidewalks, or any other improvements will not be permitted. If any damage occurs, it will be repaired promptly at the expense of the person causing the damage. At completion of construction, each contractor will repair and clean the site including restoring shrubs and trees, repairing streets, sidewalks, driveways, etc.
18. Schedule of Assessments for Violations of the Design for Whispering Grove. The following is a Schedule of Assessments that will be enforced when a contractor or owner violates the Governing Documents and or the Design Review Guidelines. All assessments collected will be used for grounds beautification in the Common Areas and will not be refunded to the contractor or owner. Violations may be appealed in writing with appropriate justification, the Design Review Board.

Schedule of Assessments

- Violations of Trash Receptacles will be assessed the actual cost of clean up plus \$100.00 fine.
- Violations of Repair to Damaged Property will be assessed the actual cost of clean up and \$100.00 fine.
- All other violations of the Governing Documents, including the Design Review Guidelines, will be assessed \$20.00 per day. A notice of violation shall be sent certified mail to the Owner or contractor, and any assessment will accrue on a daily basis beginning 72 hours after the Owner or contractor receives notice.

5. DESIGN STANDARDS

In addition to the design standards contained elsewhere in these Design Review Guidelines, the following design standards apply to Lots within Whispering Grove.

Building size and set back requirements. The minimum square footage of the Lots in Whispering Grove will be no less than 2500 square feet, exclusive of basements, open porches, and garages for a single or two story home. Structures will be restricted to no more than two (2) stories. Front and side yard set backs must conform to City ordinance.

Foundation and Brick. Brick on all houses will continue to ground level, except where pier and beam foundations are approved of by the Design Review Board. In any instance brick, non-brick or rock facade shall be continued to the ground, or be landscaped so that no portion of stem wall will be in view.

Material. The exterior of all houses must be at least eighty percent (80%) masonry or rock construction. No siding shall be used except gable ends and porches located on the rear of the house. For the purposes of these designs, cement-fibrous board (Commonly known as Hardi-Plank) is NOT considered

masonry material.

Height. The maximum height for a structure must not exceed City ordinance standards and must receive prior approval from the Design Review Board.

Roofs. All roofs shall be completed using shingle approved by the Design Review Board prior to installation. The roofs will have a minimum pitch slope of 8 to 12. No aluminum, wood shake, or flat surface roofs will be approved. All roofing material will have a 30 year minimum warranty.

Roof Accessories and Equipment. Design Review Board approval is required for rooftop equipment and accessories, unless specifically accepted in this paragraph. All rooftop equipment must match roofing colors or be of a color that complements the house and must be placed as inconspicuously as possible. Exposed irregular, gutters and downspouts must be painted to match and complement the house unless otherwise approved the by the Design Review Board.

Driveways. Asphalt drives and parking areas are not permitted. Driveways and parking areas must be concrete or other hard-surface approved by the Design Review Board.

Air Conditioning Screen. Shrubbery or other landscape or hardscape material approved by the Design Review Board may screen air conditioner units and all exterior utility devices.

4.2 General Design Standards

The General Design Standards are listed below in alphabetical order. The following list is presented for your convenience and should not be taken to be an exhaustive or exclusive list of items subject to the Design Review Board review. If you have any questions about a particular design standard or applicability to your proposed design, please contact the Design Review Board. Unless otherwise indicated with the specific design standard, each design standard applies to every Lot. None of the following design standards need to be submitted for approval on applications to be reviewed for undertaking new construction or modifications unless specified.

- 4.2.1 Address Numbers. Approval is not required if numbers are not larger than six (6) inches in height, whether numbers are fixed on the house, mailbox, or painted on the curb.
- 4.2.2 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. The Central Air Units must be screened from view so as not visible from the street, any Lot, or the Common Areas.
- 4.2.3 Awnings. Cloth awnings must receive approval from the Design Review Board prior to installation.
- 4.2.4 Chimneys. Chimneys are permitted provided they are constructed of masonry or brick and receive Design Review Board approval prior to installation.
- 4.2.5 Decks. Decks may be constructed in the back yard of a Lot with Design Review Board approval. Decks must be constructed of wood or other materials similar to

- the materials used on the residence, must be painted or stained, and the Board may require the underside of the deck to be screened.
- 4.2.6 Decorations. All holiday and seasonal decorations will be removed within a reasonable time after the end of the holiday or season.
- 4.2.7 Dog Houses. Dog houses will be located in the back yard of the Lot. Color of the dog house must match the trim on the house, and will be shingled substantially similar to the house. The dog house will not be visible from the street.
- 4.2.8 Doors. Door colors and materials will remain as originally installed, unless otherwise given prior approval.
- 4.2.9 Drainage. All drainage shall conform to City ordinance and the Whispering Grove development drainage plan.
- 4.2.10 Driveways and Sidewalks. Standard concrete driveways and sidewalks have been installed. Any modifications to these must receive approval and must meet City ordinance. No driveway or sidewalk visible from any street, any Lot, or the Common Areas will be painted, stained, or otherwise colored or decorated.
- 4.2.11 Fences.
- 4.2.12 Firewood. Firewood will be stored out of sight in the back yard.
- 4.2.13 Flags and Flag Poles. Flag poles are permitted provided they do not exceed twenty feet (20') in height. Any flags of federal or state nature are allowed. Decorative flags are not discouraged, but will be disallowed if the flag has a negative affect on the quality of the community. Flags that are obscene, abusive or that communicate messages repugnant to a reasonable person are disallowed.
- 4.2.14 Garages and Garage Doors. Each Lot will have a minimum three (3) car garage. Detached garages are permitted with prior approval. The garages will be a side or back entrance.
- 4.2.15 Gardens. Flower – no approval needed. Vegetable – vegetable gardens are not permitted on Lots adjoining Common Areas. Otherwise approval is not needed if space is available and fully contained in the back yard of a Lot. Provided further that no vegetables shall exceed the height of the fence and must be wholly contained within the back yard of the Lot and not entering a neighbor's yard.
- 4.2.16 Irrigation Systems. Will not interfere with the development drainage plan, any Lot, or Common Areas.
- 4.2.17 Lights and Lighting. Any extra exterior lighting shall need approval. Motion detectors and security lights are permitted with prior approval. Under no circumstances will the lighting shine on an adjoining Lot.
- 4.2.18 Mailboxes. Mailboxes will be centered on the Lot, and will be located off the curb running parallel with the street and will be constructed of brick material matching that used in the dwelling on the Lot. Each mailbox will have an address plaque made of cast concrete or stone.
- 4.2.19 Outbuildings. See Exhibit "B", Item 12.
- 4.2.20 Outdoor Furniture. All out door furniture will be contained within the back yard of a Lot. Furniture in the front must be in good taste and not deface the Whispering Grove standards.
- 4.2.21 Play and Sports Equipment. Play and sports items and equipment are not permitted on any Lot adjoining Common Areas where the items and equipment would be visible from the Common Area. All play and sports items must be contained in the backyard.
- 4.2.22 Pools. Must be contained in the backyard of the Lot.
- 4.2.23 Satellite Dishes and Antennas. Will be located so they are not to be seen from the front of the property. They will be properly grounded and placed at a safe

distance from any power lines. And they must be installed according to manufacturer's guidelines.

- 4.2.24 Statues, Sculptures, Fountains, Ponds. Are permitted in good taste.
- 4.2.25 Storm/Security Doors. Storm and security doors are allowed with prior approval.
- 4.2.26 Temporary Structures. Temporary structures suitable for a wedding, birthday party, and similar occasions are permitted in the backyard to any Lot provided such temporary structure is removed within twenty-four (24) hours of the conclusion of the occasion.
- 4.2.27 Trash and Garbage Receptacles. Trash and other receptacles will be absent from view on all days other than designated trash and or recycling pick up days.
- 4.2.28 Underground Installations. All underground installations need approval by the Design Review Board.
- 4.2.29 Variety in Design. Dwellings with the same floor plan and same elevation must have a minimum of four (4) Lots between such dwellings when built on the same side of the street. Such Swellings shall not be constructed on corresponding corner Lots. A minimum of two (2) Dwelling must be built between dwellings with the same style and color of brick.
- 4.2.30 Wells. Wells of any kind, except for decorative purposes, are not allowed, unless provided for irrigation and water level maintenance.

5. Landscaping Standards

- 5.5 Overview. Whispering Acres, LLC retains the oversight of landscaping improvements to Lots to make assurance that the Whispering Grove community will continue to be an attractive and pleasant place to reside. The landscaping plan will be reviewed the same time that the initial site plan is reviewed.
- 5.6 Concepts. Each Owner should familiarize themselves with these landscape guidelines prior to executing a plan. Each landscape plan should be prepared according to the following criteria:
 - a. Provide landscaping to enhance the beauty of the Lot and improvements while providing continuity between the Lot, improvements, and surrounding vegetation.
 - b. Minimize the visual intrusion of the built environment by mitigating areas disturbed during construction
- 5.7 Objectives. All Lots, after construction, require landscaping. The design of the landscaping will vary, depending on size, shape, countryside and location of the property and the design of the structure. It is the intent of the landscaping to accomplish the following objectives:
 - g. Beautify. To soften the vertical structure from the horizontal ground plane, with foundation plantings of sufficient density and size. To soften the impact of corners and broad wall areas with vertical and spreading foliage. And to soften and reduce the height of house.
 - h. Screen. Visually screen compressors, tanks, service yards, transformers, telephone pedestals, recreation equipment, parking, driveways, patios, and other hard or unsightly areas.
 - i. Restoration. Restoration of a site due to construction.

- j. 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 Whispering Grove's master drainage plan.
- k. Phasing. This approach to landscaping is approvable; however, the initial phase must meet the first four (4) objectives above.
- l. Conservation. Owners are also encouraged to plan for the conservation of water by planting native and drought resistant species.

5.8 Plans. The landscaping plan must be professionally prepared on a site plan. Existing trees of three (3) inch diameter or greater at forty-eight (48) inches from the ground, must be identified as to exact location, size of trunk, genus name, and where possible, the species. No existing trees will be cut, removed, transplanted or damaged without approval by the Design Review Board. All lawn areas must be covered with sod, seed, or other material approved by the Design Review Board.

**APPLICATION FOR DESIGN REVIEW FOR
WHISPERING GROVE**

Pursuant to the Governing Documents, any Owner desiring to make any modifications 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 Design Review Board, all such provisions, within the Governing Documents being incorporated herein by reference. If you need any additional space, please include supplemental 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 modifications requested is indicated below. If applicable, appropriate submittal pages are indicated and attached to this Application. _____

2. Submittal Pages. All applicants 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

Owner's Signature

Do Not Write Below This Line _____

Date Application Received _____ By _____

Action on Application: Approved Denied Other

Date
Signature

Authorized Design Review Board