BYLAWS

SHENANDOAH VALLEY I AT BATTLE CREEK
Property Owners' Association, Inc.

Battle Creek Golf Community
Broken Arrow, Oklahoma

ARTICLE I. GENERAL

1.1 Office. The office of this corporation shall be located at _____ _____, or such other address as shall be determined by the Board.

1.2 Fiscal Year. The fiscal year of this corporation shall be the calendar year.

ARTICLE II. DEFINITIONS

2.1 "Articles" shall mean and refer to the Articles of Incorporation of the Association, as they may from time to time be amended.

2.2 "Association" shall mean and refer to Shenandoah Valley I at Battle Creek Property Owners' Association, Inc., an Oklahoma non-profit corporation, its successors and assigns.

2.3 "Board" shall mean and refer to the Board of Directors of the Association.

2.4 "Bylaws" shall mean and refer to the Bylaws of the Association, as they may from time to time be amended.

2.5 "Common Areas" shall mean all real property in which the Association now or hereafter owns an interest for the common use and enjoyment of its Members, as described in Article XI of the Declaration.

2.6 "Compliance Expenditures" shall mean all costs and expenses, including but not limited to reasonable attorneys' fees, incurred by the Association (or Declarant prior to its transfer of the performance and enforcement of the responsibilities under the Declaration to the Association) in order to cause compliance by any Owner with the provisions hereof or any standards of the Architectural Control Committee in effect.

2.7 "Declarant" shall mean and refer to Battle Creek Land Development Co., Inc., an Oklahoma corporation, and its successors, if the rights and obligations of Declarant hereunder should be assigned to and assumed by such successors.

2.8 "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions concerning the Property, filed for record with the Register of Deeds of Tulsa

County, Oklahoma, including such amendments thereto as may from time to time be recorded.

2.9 "Lot" shall mean any parcel of the Property shown on the Plat and identified therein as a Lot or site, excluding that portion, if any, of such Lot which is shown on the Plat as being a portion of the Common Areas or entry development.

2.10 "Member" shall mean any person or entity holding membership in the Association, as provided in the Declaration and these Bylaws.

2.11 "Owner" shall mean the party or parties who own fee simple title to a Lot or own that estate or interest with respect to a Lot which is most nearly equivalent to fee simple title.

2.12 "Plat" shall mean the plat of Shenandoah Valley I at Battle Creek, Tulsa County, Oklahoma, now or hereafter recorded, as it may be modified or supplemented from time to time.

2.13 "Property" shall mean and refer to that certain real property located in Tulsa County, Oklahoma, described as such in the Declaration, as the same may be amended from time to time.

2.14 "Common Area including Streets" shall mean the real estate described in Exhibit B to the Declaration, together with improvements presently existing or hereafter constructed thereon, which real estate is owned by Developer.

ARTICLE III. MEMBERSHIP AND MEETINGS

3.1 Membership; Voting Rights. The Owner of a Lot shall automatically be the holder of a membership in the Association appurtenant to that Lot, and the Association membership for that Lot shall automatically pass with fee simple title to that Lot; provided, however, in the event any Owner shall have entered into a contract to sell his interest in a Lot during the time such contract is in force, if the contract vendee is in possession of the Lot, he shall be considered to be the Member rather than the Owner. There shall be one (1) vote for each Lot. If more than one person holds an interest in any Lot, all of such persons shall be Members; but, except as provided below, in no event shall more than one vote be cast with respect to any Lot. The vote for such Lot shall be exercised as the Owners of such Lot may determine among themselves, provided that of they are unable to so determine, none of such Members shall be entitled to vote. Notwithstanding the foregoing, Declarant shall be entitled to three (3) votes for each single Lot of which it is the Owner.

3.2 Annual Members' Meeting. The annual members' meeting shall be held at the office of the Association at 7:00p.m. on the first Tuesday in February of each year, beginning in 2002, for the purpose of electing directors and transacting any other business authorized by the Members.

3.3 Special Members' Meetings. Special Members' meetings shall be held whenever called by the President or by a majority of the Board and must be called by the President upon receipt of the written request from Members entitled to cast one-third (1/3) of the votes of the entire membership.

3.4 Notice of Members' Meetings. Notice of all Members' meetings, stating the time and the place where the meeting is to be held and the purpose or purposes for with the meeting is called, shall be given by the Secretary. Such notice shall be in writing to each Member at his address as it appears on the books of the Association and shall be mailed to him not less than ten (10) no more than sixty (60) days prior to the date of the meeting. The purpose of such meeting shall be given by affidavit of the Secretary and shall be sufficient proof thereof. Notice of any meeting may be waived in writing, either before or after said meeting.

3.5 Quorum. Except as otherwise required by Oklahoma corporate law, there shall be no quorum as to the minimum number of persons who must be in attendance before the Members may act upon any matter. The acts approved by a majority of votes cast at a meeting duly called hereunder shall constitute the acts of the entire Membership, except where approval of a greater number is required by applicable law.

3.6 Proxy. Votes may be cast at any Members' meeting, either in person or by proxy. Proxies may be made by any person entitled to vote, shall be valid for only the particular meeting designated therein, and must be filed with the secretary before the vote of a matter is undertaken by the Members in attendance.

ARTICLE IV. DIRECTORS, ELECTION, MEETINGS, FEES

4.1 Number, Qualification. The Board shall consist of one or more persons who need not be Members of the Association, the exact number to be fixed and determined by the Board, with full authority in the Board to vary said number at any time and from time to time.

4.2 Nominating Committee; Nominations. Nominations for election to the Board shall be made by the Nominating Committee, which shall consist of the Chairman of the Board, or if there be no such officer, the President, and two members of the Association who shall be appointed by the Board. The Nominating Committee shall be appointed by the Board prior to each annual meeting of the Members, to serve during such annual meeting and until the next annual meeting, or until its successors shall have been duly designated and qualified. Members of the Nominating Committee shall be announced at each annual meeting of the Members.

4.3 Election, Vacancies and Removal. The election, removal and replacement of directors shall be governed by the following:

(A) Directors shall be elected by written ballot of the Members and by plurality of the votes cast at the annual meeting of the Members of the Association. Each Member of the Association shall be entitled to vote for as many nominees as there are vacancies to be filled. Notwithstanding the foregoing, Declarant shall have the right to appoint the directors until it either (I) no longer owns a Lot, or (ii) relinquishes its right to appoint Board members, whichever first occurs.

(B) So long as Declarant retains the right to appoint Board members, it shall replace any vacancies occurring on the Board. After Declarant has relinquished or no longer has the right to designate members of the Board, then, except as to vacancies created by the removal of directors by Members, vacancies in the Board occurring between annual meetings of Members shall be filled by the remaining directors.

(C) After Declarant has relinquished or no longer has the right to designate members of the Board, any director may be removed by concurrence of a majority of the Members of the Association present, in person or by proxy, at a special meeting of the Members called for that purpose. Any vacancy in the Board so created shall be filled at that same meeting according to the procedures established in the first two sentences of subparagraph A of this section.

4.4 Term. Each director's term of service shall extend to the next annual meeting of the Members following his election and thereafter until a successor is duly elected and qualified or until he is removed in the manner elsewhere provided, however, so long as Declarant has the right (and has not relinquished such right) to designate the Board, it shall have the right to remove any director without cause.

4.5 Organizational Meeting. The organizational meeting of the newly elected Board shall be held within ten (10) days after their election, at such place and time as shall be fixed by those directors present at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

4.6 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of regular meetings shall be given to each director personally or by mail, telephone or telegraph at least three (3) days prior to the date set for such meetings.

4.7 Special Meetings. Special meetings of the Board may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the directors. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

4.8 Waiver of Notice. Any director may waive notice of a meeting, before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

4.9 Quorum. A quorum at directors' meeting shall consist of a majority of the entire Board. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except where approval by a greater number of directors is required by the Declaration, these Bylaws or applicable law.

4.10 Adjourned Meeting. If at any meeting of the directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called my be transacted without further notice.

4.11 Joinder in Meeting by Approval of Minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

4.12 Presiding Officer. The presiding officer at all directors' meetings shall be the Chairman of the Board, if such an officer has been elected, and if no Chairman of the Board has been elected, then the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

4.13 Directors' Fees. Directors' fees, if any, shall be determined by the Members of the Association.

ARTICLE V. DIRECTORS' POWERS AND DUTIES

5.1 Exercise of Powers. Except as otherwise provided in the Declaration, all of the powers and duties vested in the Association by the Declaration and these Bylaws shall be exercised exclusively by the board, its agents, contractors or employees, subject only to approval by members when such approval is specifically required. Such powers and duties of the directors shall include but shall not be limited to the following, subject, however, to the provisions of the Declaration, these Bylaws and applicable law:

(A) To select and remove all of the officers, agents and employees of the Association, prescribe such powers and duties for them as may be consistent with law, the Articles, the Bylaws or the Declaration, and to fix their compensation.

(B) To conduct, manage and control the affairs and business of the Association and to make such rules and regulations (including fines) therefor not inconsistent with law, the Articles, the Bylaws or the Declaration as they deem best, including rules and regulations for the use and operation of the Common Areas and facilities owned or controlled by the Association.

(C) To accept title and ownership of the Common Areas and facilities.

(D) To change the principal office for the transaction of the business of the Association from one location to another within Tulsa County, Oklahoma, and to designate any place within Tulsa County, Oklahoma, for the holding of any membership meeting.

(E) To make and collect assessments against Members and to use the proceeds of assessments in the exercise of its powers and duties, all as provided in Article VII hereof.

(F) To contract and pay for fire, casualty, liability, fidelity and other insurance, adequately insuring the Association and Owners with respect to the Common Areas and the affairs of the Association, which may include bonding of the members of any management body.

(G) To pay all charges for water, electricity, gas and other utility services for the Common Areas.

(H) To maintain, repair, preserve, replace and operate the Common Areas.

(I) To reconstruct improvements after casualty and to further improve the Common Areas.

(J) To enter onto any Lot as may be necessary for the purpose of carrying out any of the powers or duties of the Board as herein set forth and as set forth in the Declaration, including such entry as may be necessary in connection with the construction, maintenance or emergency repair of the Common Areas at any reasonable hour and, except in the case of emergency, after reasonable notice.

(K) To enforce the provisions of the Declaration, the Articles, Bylaws and the rules and regulations adopted by the board, and the provisions of any agreement to which the Association is a party.

(L) To contract for the management of the Common Areas and to delegate to said management all powers and duties of the Association, except such as are specifically required by the Declaration, these Bylaws or applicable law to have approval of the Board or of the Members of the Association.

(M) To borrow money and incur indebtedness for the purposes of the Association and to cause to be executed and delivered therefore, in the corporate name, promissory notes, bonds, debentures, mortgages, pledges, hypothecations or other evidences of debt and securities therefore; provided, however, the board shall not have the power to borrow money for the Association during any fiscal year in excess of the aggregate

sum of, nor to sell during any fiscal year property of the Association having an aggregate fair market value greater than ten percent (10%) of the budgeted gross expenses of the Association for the fiscal year in question, without the vote or written consent of the majority of Members who are voting, in person or by proxy, at a meeting duly called for that purpose.

(N) To pay any taxes and governmental special assessments which are or could become a lien on the Common Areas or any portion thereof, except that the Association shall not be responsible for any taxes or assessment on any Lot.

(O) To initiate and execute disciplinary proceedings against Members of the Association for violations of the provisions of the Articles and Bylaws, the Declaration and the rules and regulations adopted by the Board. Membership rights and privileges (including voting rights and use of Common Areas) may be suspended by the Board if a Member is found to be in violation of the provisions of the Articles, these Bylaws, the Declaration or the rules and regulations adopted by the Board. If the Board believes grounds may exist for any such suspension, the Board shall give to the Member believed to be in violation at least fifteen (15) days prior written notice of the intended suspension and the reasons therefor. Members shall be given an opportunity to be heard before the Board, either orally or in writing, not less than five (5) days before the effective date of suspension. The notice required hereby may be given by any method reasonably calculated to provide actual notice. Any notice given by mail must be given by first-class or registered mail, sent to the last address of the Member shown on the Association's records. Anything herein stated to the contrary, notwithstanding, the Board shall not have the power to suspend any Member's rights of access or utilities to his Lot.

(P) To prepare budgets and financial statements for the Associations provided elsewhere herein.

(Q) To prosecute or defend in the name of the Association any action affecting or relating to the Common Areas or other property owned by the Association and any action in which all or substantially all of the Owners have an interest.

(R) To delegate any of its powers hereunder to others, including committees, officers and employees.

(S) To perform such other duties as may be authorized by the Members.

ARTICLE VI. OFFICERS

6.1 Executive Officers. The executive officers of the Association shall be a President, a Secretary and a Treasurer. The Association may also have, at the discretion of the Board,

one or more Assistant Secretaries and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article. Officers other than the President need not be directors. One person may hold two or more offices.

6.2 Election. The officers of the Association, except such officers as may be appointed in accordance with the provisions of Section 3 or Section 5 of this Article, shall be chosen annually by the Board and each shall hold his office until he shall resign or shall be removed or otherwise disqualified to serve or his successor shall be elected and qualified.

6.3 Subordinate Officers. The Board may appoint such other officers as the business of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in the Bylaws or as the board may from time to time determine.

6.4 Removal and Resignation. Any officer may be removed, either with or without cause, by a majority of the directors at the time in office at any regular or special meeting of the Board or, except in the case of an officer chosen by the Board, by any officer upon whom such power of removal may be conferred by the Board. Any officer may resign at any time by giving written notice to the Board or the President, or to the Secretary of the Association. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein. Unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective.

6.5 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in the Bylaws for regular appointments to such office.

6.6 President. The president shall be chosen from among the directors and shall be the Chief Executive Officer of the Association. He shall have all the powers and duties which are usually vested in the office of president, including but not limited to the power to appoint committees from among the members from time to time, as he may in his discretion, determine appropriate to assist in the conduct of the affairs of the Association.

6.7 Secretary. The Secretary shall keep the minutes of all proceedings of the directors and of the Members. He shall attend to the giving and serving of all notices to the Members and directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the directors or by the President.

6.8 Treasurer. The Treasurer shall have custody of all property of the Association, including the funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and he shall perform all other duties incident to the office of treasurer. It shall be required that the treasurer be bonded by a qualified

bonding company with the Association being responsible for acquiring the appropriate bonding.

6.9 Compensation. The compensation, if any, of all officers, employees and/or contractors of the Association shall be fixed by the directors. Nothing herein shall preclude the Board from employing a director as an employee of the Association.

ARTICLE VII. FISCAL MANAGEMENT

7.1 Budget. The Board shall, on or before the annual meeting of each year, adopt a budget for the ensuing calendar year, which shall include the estimated funds required to defray all common expenses.

7.2 Accounts. The funds and expenditures of the Association shall be credited and charged to accounts under such classifications as the Board shall deem appropriate.

7.3 Annual Assessment.

(A) The annual assessment (in addition to sums assessed pursuant to Section 4 and 5 hereof) for the calendar year beginning January 1, 2001, shall be _____ ($_____) per Lot; provided that only Lots on which a home has been built shall be assessed. The Board may increase the annual assessment for any subsequent calendar year but such increase shall not be in excess of ten percent (10%) compounded above the maximum permitted annual assessment for the previous year, except as provided in 3(B) below.

(B) The annual assessment for any year commencing after December 31, 2001, may be increased to the amount greater than any permitted by 3(A) above only by an affirmative vote of the majority of the Members who are voting, in person or by proxy, at a meeting duly called for such purpose.

7.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized in Section 3 of this Article VII, the Board may levy in any assessment year a special assessment for each lot applicable to that year only for the purpose of defraying, in whole or in part, the cost of construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the Members who are voting, in person or by proxy, at a meeting duly called for such purpose.

7.5 Seeding and Mowing Assessment. In addition to the sums assessed pursuant to Sections 3 and 4 of this Article VII, there shall be assessed against each Lot a fee in the amount of _____ Dollars ($_____) per year for seeding and mowing such Lot periodically, commencing as to each lot from the earlier of (a) the date of the sale thereof by Declarant or

(b) the date Declarant or the Association seeds such Lot, to the date of commencement of construction of a Residence thereon. The amount of the seeding and mowing assessment may be increased by the Board from time to time due to actual or projected increases in the cost of providing the seeding and mowing services.

7.6 Assessments; When due. The Board shall establish the due date for all assessments and may permit assessments to be paid either annually, semi-annually or monthly and shall have the right to require payment of the same in advance.

7.7 Lien Rights. As provided in the Declaration, the Association shall have a lien against each Lot to secure payment of any assessment, fine, Compliance Expenditure or other amount due and owing the Association in compliance with these Bylaws, and in the event of default by any Owner, the Lot of such Owner may be foreclosed by the Association in the same manner as set forth in the Declaration.

Any amounts which are not paid when due shall be delinquent. Thereafter, such amounts shall bear interest at the rate equal to two percent (2%) per annum over the prime interest rate charged from time to time by Bank of Oklahoma, Tulsa, Oklahoma, adjusted on each day on which there occurs a change in said prime interest rate (provided that the interest rate shall never exceed the maximum allowed by law) in addition to all costs and expenses of collecting the unpaid amount, including but not limited to reasonable attorneys' fees.

7.8 Successor's Liability for Assessments. The Association's lien for delinquent assessment of damages, costs, fines, expenses, Compliance Expenditures, attorneys' fees and all other charges allowed hereunder against the Lot shall pass to an Owner's successor-in-title, regardless of whether said obligations were expressly assumed by them, except with respect to the sale or transfer of any Lot which is subject to any mortgage pursuant to decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, which sale or transfer shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. Upon acquisition of title to a Lot, an Owner shall be bound to the terms hereof.

7.9 No Offsets. All assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reductions thereof shall be permitted for any reason, including without limitation any claim of non-use of the Common Areas or any claim that Declarant, the Association, the Board or the Architectural Control Committee is not or has not been properly exercising its duties and powers under the Declaration, Articles or Bylaws.

ARTICLE VIII. INDEMNIFICATION AND INSURANCE

8.1 General. The Association shall indemnify any person who was or is a party or who was or is threatened to be made a party of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by

or in the right of the corporation) by reason of the fact that he is or was a director, advisory director, officer or employee of the Association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

8.2 Derivative Action. The Association shall indemnify any person who was or is a party or who was or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a director, advisory director, officer or employee of the Association or of any entity a majority of the voting stock of which is owned by the Association, or is or was serving at the request of the Association as a director, advisory director, officer or employee of another association, corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

8.3 Costs Indemnified. To the extent that any person who is or was a director, advisory director, officer or employee of the Association or of any entity a majority of the voting stock of which is owned by the Association, or who is or was serving at the request of the Association as a director, advisory director, officer or employee of another association or corporation, partnership, joint venture, trust or other enterprise has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in this Article, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith. Any other indemnification under this Article and shall be made by the Association only as authorized in the specific case upon a determination that indemnification is proper in the circumstances because the applicable standard of conduct set forth therein has been met. Such determination shall be made (a) by the Board by a majority vote of a quorum consisting of

directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (c) by the Members of the Association.

8.4 Time of Indemnification. Expenses incurred in defending civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board in the specific case upon receipt of an undertaking by or on behalf of the director, advisory director, officer or employee to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association pursuant to this Article VIII.

8.5 Nonexclusive Rights. The indemnification provided by this Article VIII shall not be deemed exclusive of any other right to which those seeking indemnification may be entitled from the Association or any other entity under any statute, other bylaw, agreement, provision of the Articles, the vote of the Members or otherwise, and shall continue as to a person who has ceased to be a Member, and shall inure to the benefit of the heirs, executors and administrators of such Member. However, any amount actually received as the proceeds of any such other indemnification shall be deducted from the amount, if any, which he may be entitled to receive pursuant to this Article VIII.

8.6 Insurance. By action of the Board, notwithstanding any interest of any members in the action, to the full extent permitted by statute the Association may purchase and maintain insurance, in such amounts and against such risks as the board deems appropriate, on behalf of any person who is or was a director, advisory director, officer, employee or agent of the Association, or of any entity a majority of the voting stock of which is owned by the Association, or who is or was serving at the request of the Association as director, advisory director, officer, employee or agent of another association, corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power or would be required to indemnify him against such liability under the provisions of this Article VIII, or of the Articles or the laws of the State of Oklahoma.

ARTICLE IX. MISCELLANEOUS PROVISIONS

9.1 Definitions. The definitions set forth in Article II hereof shall apply to any additional Property acquired by the Association pursuant to Article X of the Declaration.

9.2 Amendments. The power to make, adopt, alter, amend or repeal these Bylaws is vested concurrently in the Board and the Members, but the authority of the Board with respect to the Bylaws shall at all times remain subject to the superior authority of the Members. Any amendment of these Bylaws by the membership shall be effective when approved by an affirmative vote of the majority of the Members who are voting, in person or by proxy, at a

meeting duly called for such purpose. In no event shall any amendment be in conflict with the terms of the Declaration or applicable law.

9.3 Resolution of Conflicts. In the case of any conflict between the Articles and these Bylaws, the Articles shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control. These Bylaws are subject to any rights of the Declarant as provided in the Declaration.

9.4 Number and Gender. All of the terms and words used in these Bylaws, regardless of the number and gender in which they are used, shall be deemed and construed to include any number (singular and plural) and any other gender (masculine, feminine or neuter), as the context or sense of these Bylaws or any paragraph or clause hereof may require, the same as if the words had been fully and properly written in the number and gender.

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of Shenandoah Valley I at Battle Creek Property Owners' Association, Inc., an Oklahoma non-profit corporation; and

2. That the foregoing Bylaws, comprising of 14 pages, constitute the Bylaws of said corporation, duly adopted by action of the Board of Directors on _____, 2001.

IN WITNESS WHEREOF, I have hereunto subscribed my name at Broken Arrow, Oklahoma, on this ____day of _____, 2001.

_____

Corporation's Secretary

STATE OF OKLAHOMA)
)ss.
COUNTY OF TULSA)

BE IT REMEMBERED, that on this ___ day of _____, 2001, before me, a Notary Public within and for the County and State aforesaid, came _____, who is personally known to me and known to me to be the same person who executed the foregoing Articles of Incorporation, and said person duly acknowledged before me his execution of the same as and for his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at Tulsa, Oklahoma, on the day, month and year last above written.

_____
Notary Public

My Commission Expires:

_____

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