

AMENDMENT TO BYLAWS

OF

BELLE TRACE II HOMEOWNERS ASSOCIATION, INC.

Pursuant to the unanimous consent of the members of Belle Trace II Homeowners Association, Inc., (the "Corporation"), present at the special meeting held on May 7, 2012, the Bylaws of the Corporation are amended as follows, effective as of such date:

RESOLVED, that Article VI entitled "ASSESSMENTS" of the Corporation's Bylaws be, and hereby is, amended and restated in its entirety to read as follows:

- (a) As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the Property against which the assessment is made. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residence in the Property and for improvement and maintenance of the Common Area. No Owner may waive or otherwise escape liability for the assessments provided for herein by non use of the Common Area or abandonment of his or her Lot. Both annual and special assessments must be affixed at a uniform rate for all Lots and may be collected on a monthly basis. The annual assessments provided for herein shall commence as to all Lots in accordance with the determination of the Board of Directors. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or the abandonment of his or her Lot. The lien of the association provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or for the lien thereon. **[Note: No change except to add (a).]**

(b) **Remediation Process for Declaration/Bylaws Violations:**

1. The Board will use verbal and written notifications, fines, remedial actions and, as necessary, liens to address violations to the provisions of the Declaration and Bylaws. Any fine applied by the Board would be assessed at \$30 for each violation.
2. The Board must give the homeowner in violation adequate written notice with thirty (30) days to mitigate. The homeowner will have the opportunity to provide a written appeal to the Board within the thirty (30) day notice period for review regarding any violation and proposed action. If the violation is corrected within thirty (30) days from the date of notice, the Board of Directors shall waive any proposed fine. Such fine waiver shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any person.
3. Delays in remediation of a violation will result in subsequent fines. Any subsequent fine would not apply sooner than sixty (60) days from the original notice of violation and proposed fine. Fines can be levied monthly after the written notice period expires and subsequent fines for the same violation may be applied monthly.
4. After six (6) months, an unpaid fine or fines may, at the Board's discretion, result in a lien being placed on the property. In such a case, the owner responsible for the violation of which correction is required shall pay all costs, including reasonable legal and attorney's fees actually incurred.

Adopted this 7th day of May, 2011.

IN WITNESS WHEREOF, the undersigned, being all of the Board of Directors of the Association, have hereunto set their hands this 31st day of May, 2012.

Witness:

<u>/s/ Robert Altice</u>	Robert Altice, Director
<u>/s/ Leslie Bykowski</u>	Leslie Bykowski, Director
<u>/s/ John Corn</u>	John Corn, Director
<u>/s/ Jerry Daugherty</u>	Jerry Daugherty, Director
<u>/s/ Scot Garcia</u>	Scott Garcia, Director
<u>/s/ Jason Martin</u>	Jason Martin, Director
<u>/s/ Janiece Sawyer</u>	Janiece Sawyer, Director
<u>/s/ Robert Smith</u>	Robert Smith, Director
<u>/s/ Brad Young</u>	Brad Young, Director

CERTIFICATION

I, the undersigned, do hereby certify that I am the elected and acting secretary of the BELLE TRACE II HOMEOWNERS ASSOCIATION, an Oklahoma corporation, and that the foregoing Amendment to Bylaws constitutes the Amendment as adopted at a meeting of the members thereof, held on the 7th day of May, 2012.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Association this 31st day of May, 2012.

/s/ Leslie C. Bykowski
Leslie C. Bykowski, Secretary