

BYLAWS OF
ROCKFORD PLACE HOMEOWNERS ORGANIZATION, INC.

The name of the organization shall be **ROCKFORD PLACE HOMEOWNERS ASSOCIATION, INC.**

ARTICLE I

PURPOSE AND PARTIES

1. **Organizational Purpose.** The purpose for which this nonprofit corporation is formed is to legally empower and enable the Association, oftentimes hereinafter referred to as “Organization”, to own, manage, and maintain the Common Areas and other properties of the Organization in the platted subdivision known as Rockford Place Addition(s) hereinafter referred to as the “Additions”, situated in the County of Rogers, State of Oklahoma. The property is described in the Declaration of Covenants, Conditions and Restrictions (“Declaration”) of Rockford Place filed in Book 1463 at Page 0406 of the Land Records of the County Clerk of Rogers County, Oklahoma. All definitions contained in said Declaration, as well as the “Real Estate Development Act of the State of Oklahoma shall apply hereto and are incorporated herein by reference.

2. **Owners Subject to These Bylaws; Acceptance of Bylaws.** All present or future owners, tenants, future tenants of any lot, or any other person who might use in any manner the Common Areas or any facilities or property of the Organization are subject to the provisions and any regulations set forth in these Bylaws. The mere acquisition, lease, or rental of any lot or the mere act of occupancy of a lot will signify that these Bylaws are accepted, approved, ratified, and will be complied with.

ARTICLE II

MEMBERSHIP, VOTING, MAJORITY OF CO-OWNERS (“OWNERS”), QUORUM, PROXIES

1. **Membership.** Except as is otherwise provided in the Declarations, the Articles of Incorporation or in these Bylaws, ownership of a lot in the Rockford Place Additions is required in order to qualify for membership in this Organization. Any person on becoming an owner of a lot shall automatically become a member of this Organization and be subject to these Bylaws. Such membership shall terminate without any formal Organization action whenever such person ceases to own a lot, but such termination shall not relieve or release any such former owner from any liability or obligations incurred under or in any way connected with this Organization, during the period of such ownership and membership or impair any rights or remedies which the owners have, either through the Board of Directors of the Organization or directly, against such former owner and member arising out of or in any way connected with ownership and membership and the covenants and obligations incident thereto.

2. Voting. There shall be one vote per each lot owned. Co-owners or joint tenants may only exercise one vote. No fractional votes are allowed.

3. Quorum. Except as otherwise provided in these Bylaws, the presence of a majority of Board members in person AND, any members either in person or by proxy of lot owners shall be sufficient to constitute a quorum. Board Members shall be counted as lot owners as defined in paragraph 2 above for voting purposes. Additionally, a majority of board members must be present, who shall also be considered and counted as lot owners for the purpose of quorum requirements. In the event a quorum is not present, then the meeting called shall be cancelled. Notice of a new meeting to be held within two (2) to four (4) weeks of the cancelled meeting shall be sent by mail. An agenda of such meeting shall be included in such notice or shall accompany said notice. The business to be transacted thereat shall consist solely of the items set forth in the notice. An affirmative vote of a majority of the members either in person or by proxy shall be required to transact the business of the meeting.

4. Proxies. Votes may be cast in person or by written proxy. Proxies must be filed with the Secretary or manager of the Organization not less than twenty-four (24) hours before the appointed time of each meeting.

ARTICLE III

ADMINISTRATION

1. Organization Responsibilities. Rockford Place Homeowners Organization, Inc., hereinafter referred to as "Organization", will have the responsibility of administering the project through a Board of Directors.

2. Place of Meeting. Meetings of the organization shall be held at such suitable place, convenient to the owners, as the Board of Directors may determine.

3. Initial Meeting of Homeowners. The first meeting of homeowners ("Members") of the Organization shall be held upon notification from a quorum of Members represented by elected Board of Directors of the Organization after ownership requirements have been met as set forth in the Declaration. Notice of the time and place of the initial meeting to all Owners shall be the responsibility of the Board of Directors and shall be given in accordance with the requirements of Annual Meetings of the Organization.

4. Annual Meetings. Annual meetings of the Organization shall be held on the SECOND TUESDAY IN THE MONTH OF JUNE of each succeeding year. At such meetings there shall be elected by ballot of the members a Board of Directors in accordance with Paragraph 5 of Article IV of these Bylaws. The owners may also transact such other business of the Organization as may properly come before them.

5. Special Meetings. It shall be the duty of the Board of Directors to call a special meeting of the members or upon a petition signed by a majority in voting interest of the owners and having been presented to the Secretary of the Organization. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business except as stated in the notice shall be transacted at a special meeting unless by consent of two-thirds (2/3), in interest, of the owners present, either in person or by proxy. Any such meetings shall be held after the first annual meeting and shall be held within thirty (30) days after receipt by the Board of Directors of such resolution or petition.

6. Notice of Meeting. It shall be the duty of the Secretary or manager of the Organization to mail a notice of each meeting (annual or special), by first class mail with postage prepaid thereon, stating the purpose thereof as well as the time and place it is to be held, to each owner of record at least ten (10) days, but not more than thirty (30) days prior to such meeting. The mailing of notice in the manner provided in this paragraph shall be considered notice served. Notices may also contain notice of the subsequent meeting to be held in the event a quorum is not achieved at the called meeting.

7. Order of Business. The order of business at all meetings of the owners shall be as follows:

- (a) Roll call – Certification of proxies-Declaration of Quorum
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and disposal of unapproved minutes;
- (d) Reports of officers;
- (e) Reports of Boards;
- (f) Election of directors, as applicable:
- (g) Unfinished business;
- (h) New business; and
- (i) Adjournment.

ARTICLE IV

BOARD OF DIRECTORS

1. Number, Qualification, and Appointment or Election. Until the first annual meeting of the Members, the affairs of the Organization shall be governed by temporary elected officials as described hereafter in this article. At the first meeting of the Members, there shall be elected four (4) Board of Directors, herein known as "Board," of the Organization, and who shall therein govern the affairs of this Organization until their successors have been duly elected and qualified. The number of Board Members may be increased or decreased at any annual meeting of the Members.

2. General Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Organization and for the operation and maintenance of a first class residential project. The Board of Directors may do all such acts and things except as prohibited by law or by these Bylaws or by the Declaration.

3. Other Powers and Duties. Such powers and duties of the Board shall include, but shall not be limited to, the following, all of which shall be done for an on behalf of the owners of the project.

(a) Administration. To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations, and all other provisions set forth in the Declaration submitting the property to the provisions of the Real Estate Development Act of the State of Oklahoma, the Bylaws of the Organization and supplements and amendments thereto.

(b) Rules. To establish, make and enforce compliance with such reasonable rules of the organization as may be necessary for the administration and operation of the organization and the property of the organization with the right to amend the same from time to time. A copy of such rules and regulations shall be delivered or mailed to each owner within ten (10) days following the adoption thereof.

(c) Maintenance of Common Areas. To keep in good order, condition and repair all of the general common areas and all items of common personal property used by the owners in the enjoyment of the entire premises.

(d) Insurance. To insure and keep insured all of the insurable common areas of the property in an amount equal to their maximum replacement value as is provided in the Declaration. To insure and keep insured all of the common fixtures, equipment, and personal property for the benefit of the owners of the lots and their mortgagees. Further, to obtain and maintain comprehensive liability insurance covering the entire premises in amounts not less than \$100,000 per person and \$300,000 per accident and \$50,000 property damages.

(e) Budget; Determination of Assessments; Increase or Decrease of Same; Levy of special Assessments. To prepare an annual budget, To levy and collect special assessments, whenever, in the opinion of the Board of Directors, it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies.

(f) Enforcement of Assessment and Lien Rights. To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an owner who may be in default as is provided for in the Declaration and these Bylaws. To enforce a per diem late charge of Five and no/100 (\$5.00) per day, and to collect interest at the rate of eighteen percent (18%) per annum in connection with assessments remaining unpaid more than fifteen (15) days from due date for payment thereof, after (90) days, assessments remaining unpaid, are subject to all expenses incurred, including attorney's fees.

(g) Protect and Defend. To conserve and protect all property of the organization from loss and damage by suit or otherwise.

(h) Borrow Funds. To borrow funds in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the recorded Declaration and these Bylaws, and to execute all such instruments evidencing such indebtedness as the Board may deem necessary.

(i) Contract. To enter into contracts within the scope of their duties and powers.

(j) Bank Account. To establish a bank account for accounts for the common treasury and for all separate funds which are required or may be deemed advisable by the Board.

(k) Manage. To make repairs, additions, alterations and improvements to the general common areas consistent with managing the project in a first class manner and consistent with the best interests of the members.

(l) Books and Records. To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof by each of the owners and each first mortgagee, and to cause a complete audit of the books and accounts by auditors at the end of the fiscal year.

(m) Annual Statement. To prepare and deliver annually to each owner a statement showing receipts, expenses, and disbursements since the last such statements.

(n) Meetings. To meet at least once each quarter, provided, that any Board of Directors meeting may be attended and conducted by telephone or other device which permits all of the Board of Directors in attendance to participate in such meeting, and provided further that any action required to be taken at any meeting of the Board of Directors, or any action which may be taken at such meeting, may be taken without a meeting if a consent, setting forth the action so taken, shall be signed by all the members of the Board of Directors.

(o) Personnel. To designate, employ and dismiss the personnel necessary for the maintenance and operation of the common areas or other administration of the project.

(p) Managing Agent. The Board may employ for the organization a management agent (Managing Agent) who shall have and exercise all of the powers as are specifically granted to the agent by the Board.

(q) Administration of Organization. In general, to carry on the administration of this Organization and to do all of those things necessary and reasonable in order to carry out the governing and the operation of this project.

(r) Property Manager Duties; Management Agreement. To employ workmen, and others; to contract for services to be performed, including those of a manager; to purchase supplies and equipment; to enter into contracts; and generally to have the powers of an apartment house or property manager in connection with the matters herein set forth, except that the Organization may not encumber or dispose of the fee title or any owner except to satisfy a lien, award, or judgment against such Owner for violation of the Owner's covenants imposed by this Declaration. The Organization shall not enter into any contract or management agreement for the furnishing of services (other than utility services), materials or supplies, the terms of which is in excess of one year; and further provided, that any contract or management agreement entered into (excluding those utilities) by the Organization shall be terminable by the Organization for cause upon thirty (30) days written notice or without cause or payment of a termination fee upon ninety (90) days written notice.

(s) Ownership of Lots. To own, convey, encumber, lease, or otherwise deal with lots conveyed to it as the result of enforcement of the lien for common expenses or otherwise.

(t) All Things Necessary and Proper. To do all things necessary and proper for the sound and efficient management of the property of the organization.

(u) Tax Exempt Status. To determine each year the advisability of election of tax exempt status under the appropriate Section of the Internal Revenue Code of 1954.

4. No Waiver of Rights. The omission or failure of the Organization or any owner to enforce the covenants, conditions, restrictions, easements, use limitations, obligations or other provisions of the Declaration, the Bylaws or the regulations and rules adopted pursuant thereto, shall not constitute or be deemed a waiver, modification, or release thereof, and the Board of Directors or the Managing Agent shall have the right to enforce the same thereafter.

5. Elections and Term of Office: Staggered Office. At the first annual meeting of the organization the term of office of two Directors shall be fixed at two (2) Years. At the expiration of the initial term of office of each Director, his successor shall be elected to serve a term of two (2) Years. The Directors shall hold office until their successors have been elected and hold their first meeting, except as is otherwise provided. The terms of all Directors shall commence on July 1 and end on June 31, or when their successor shall have been elected.

6. Vacancies in Board. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Organization shall be filled by vote of the majority of the remaining Directors; even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Organization.

7. Removal of Directors. After any regular or special meeting duly called, upon written notice having been given to the owners of such proposed removal, any one or more of the Directors may be removed with or without cause by a vote of fifty-one percent (51%) of all current members. All members shall be mailed a proxy via US Mail. Additional proxies must be provided upon request by the secretary or manager. Votes shall be counted as described in Article II Section 2. Votes must be submitted directly to the manager or secretary via email or US mail at the HOA registered address by the next annual meeting. A successor may then be appointed to fill the vacancy thus created as set forth in section 6 of this article. Any Director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting. Should any Director be absent, for any reason whatsoever, for more than three consecutive regular meetings of the Board of Directors, he shall be automatically removed from the Board and a successor selected and approved by the Board to fill his unexpired term. If all board members are removed, a special meeting shall be called to elect a new board as defined in these Bylaws.

8. Directors' Organization Meeting. The organizational meeting of a newly elected Board of Directors following the annual meeting of the members shall be held immediately following the annual members meeting, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

9. Directors' Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least one such meeting shall be held during each calendar quarter. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, e-mail, telephone or telegraph, at least five (5) days prior to the day named for such a meeting.

10. Directors' Special Meetings. Special Meetings of the Board of Directors may be called by the President on five (5) days notice to each Director, given personally, by mail, e-mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special Meetings of the Board of Directors shall be called by the respective Board Members, or Secretary of the Organization in like manner and on like notice on the written request of one or more Directors.

11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

12. Board of Directors' Quorum. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors.

13. Fidelity Bonds. The Board of Directors must require that all officers and employees of the Organization handling or responsible for Organization funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be a common expense.

14. Compensation. No member of the Board of Directors shall receive any compensation for acting as such. However, members of the Board of Directors or Organization may be reimbursed for expenses incurred by them in the performance of Organization business.

ARTICLE V

FISCAL MANAGEMENT

The following provisions shall supplement the provision for fiscal management of the Organization for and on behalf of all of the members as set forth in the Declarations and the Articles of Incorporation.

1. Fiscal Year. The fiscal year of the Organization shall be July 1 through June 31.

2. Initial Dues; Due Date; Adjustment. The initial dues for each Lot are hereby set at \$150.00. Said dues shall be due and payable on a prorated basis with the first occupancy of any structure thereafter, and on an annual basis. This amount may be adjusted at any annual meeting of the members or any special meeting of the Members called for that purpose, except that the Board of Directors at its first meeting after the Members annual meeting may adjust the annual dues up or down by no more than ten (10%) percent per year.

3. Accounts. The funds and expenditures of the Members by and through the Organization shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

(a) Current expenses, which shall include all funds and expenditures within the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves and to additional improvements.

(b) Reserves for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

(c) Reserves for replacement (sinking funds), which shall include funds for repair or replacement required because of damage, wear or obsolescence.

(d) Capital improvements, which shall include funds for construction of new improvements for which reserves for replacement have not been established.

ARTICLE VI

OFFICERS

1. Designation. The Governing Body of the Organization shall be a Board comprised of four (4) elected Members. The members of the Board of Directors shall appoint a Secretary and Treasurer and such assistant officers as the Board shall, from time to time, elect. These appointed offices may be combined at the discretion of the Board. Such assistant officers need not be members of the Board of Directors, but each shall be an owner of a lot in the subdivision.

2. Election of Officers. The Board of Directors at the annual meeting of Board shall annually elect the officers of the Organization. Such officers shall hold office subject to the continuing approval of the Board.

3. Removal of Officers. Upon an affirmative vote of the majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose. Members of the Board may only be removed by the vote of the owners as provided elsewhere in these Bylaws.

4. Board Members. The four (4) elected Board Members shall serve as the Governing Body of the Organization. Collectively, they shall possess all the of the general powers and duties which are usually vested in the Governing Body of a not for profit organization, including but not limited to the power to appoint Boards from among the owners from time to time as they may, in their discretion, decide are appropriate to assist in the operation of the Organization.

5. Secretary.

(a) The Secretary shall keep all the minutes of the meetings of the Board of Directors and the minutes of all meetings of the Organization; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general perform all the duties incident to the office of Secretary and as is provided in the Declaration and the Bylaws.

(b) The Secretary shall compile and keep up to date at the principal office of the Organization a complete list of members and their last known addresses as shown on the records of the Organization. Such list shall also show opposite each member's name the number or other appropriate designation of the lot owned by such member. Such list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

8. Treasurer. The Treasurer shall have responsibility for Organization funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Organization. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of the Organization in such depositories as may from time to time be designated by the Board of Directors. In the event a Managing Agent has responsibility of collecting and disbursing funds, the Treasurer shall review the accounts of the Managing Agent within fifteen (15) days after the first day of each month.

ARTICLE VII

INDEMNIFICATION OF OFFICERS, DIRECTORES AND MANAGING AGENT

1. Indemnification, The Organization shall indemnify through insurance or other means every Director, Officer, Managing Agent, their respective successors, personal representatives and heirs, against all loss, costs and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceedings to which he may be made a party by reason of his being or having been a Director, Officer or Managing Agent of the Organization, except as to matters as to which he shall be finally adjudged in such action, suit or proceedings to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Organization is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Director, Officer or Managing Agent in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Director, Officer, or Managing Agent may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Organization by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Organization as common expenses; provided, however, that nothing in this Article VII shall be deemed to obligate the Organization to indemnify any member or owner of a lot who is or has been a director or officer of the Organization with respect to any duties or obligations assumed or liability incurred by him under and by virtue of the Declaration.

2. No Personal Liability. Contracts made by the Board of Directors, Officers or the Managing Agent shall be made solely on behalf of the Organization and to the extent as allowed the law of the State of Oklahoma they shall have no personal responsibility on any such contract.

ARTICLE IX

MORTGAGES

1. Notice to Organization. An owner who mortgages his lot shall notify the Organization through the Managing Agent, if any, or the Secretary or Assistant Secretary of the Organization, giving the name and address of his mortgage. The Organization shall maintain such information in a book entitled "Mortgagees of Lots".

2. Notice to Mortgagees of Unpaid Common Assessments. The Board of Directors, whenever so requested in writing by a mortgage of a lot, shall promptly report any then unpaid common assessments due from, or any other default by, the owner thereof.

3. Notice to Mortgagees of Default by Owner. The Board of Directors, when giving notice to an owner of a default in paying common assessments or other default, shall send a copy of such notice to each holder of a mortgage covering such lot whose name and address has theretofore been furnished to the Board of Directors and shall have the right, but not the obligation, to post a copy of such notice in a public place on the common grounds of the project without assuming any liability for such action.

4. Examination of Books by Owners and Mortgagees. Each owner and each mortgagees of a lot shall be permitted to examine the books of account of the lot at reasonable time, one business days, after notice, and shall be permitted to receive, upon request, audited financial statements of the Organization.

ARTICLE X

EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING ADDRESS

AND DESIGNATION OF VOTING REPRESENTATIVE

1. Proof of Ownership. Any person, on becoming an owner of a lot, shall furnish to the Managing Agent or Board of Directors a true and correct copy of the original or a certified copy of the recorded instrument vesting that person with an interest or ownership in the lot, which shall remain in the files of the Organization. A member shall not be deemed to be in good standing nor shall he be entitled to vote at any annual or special meeting of members unless this requirement is first met.

2. Closing and Acknowledgement of Restrictions. In conjunction with furnishing to parties, such as closing agents, notice of any lien claim by the Organization for unpaid dues and assessments the Board of Directors, or Managing Agent, shall require the Seller-Lot Owner, or the closing agent, to obtain from the Purchaser of a Lot a signed acknowledgement of receipt of a copy of the Declarations, Articles of Incorporation, Bylaws and the rules or regulations of the Organization, if any. Copies of these instruments will be furnished by the Organization for this purpose to every Lot Owner-Sell, closing or transfer agent or Purchaser.

3. Registration of Mailing Address. The owner or several owners of an individual lot shall have one and the same registered mailing address to be used by the Organization for mailing of annual statements, notices, demands and all other communications, and such registered address shall be the only mailing address of a person or persons, firm, corporation, partnership, Organization or other legal entity or any combination thereof to be used by the Organization. Such registered address of an owner or owners shall be furnished by such owner(s) to the Managing Agent or Board of Directors within fifteen (15) days after transfer of the title, or after a change in address, and such registration shall be in written form and signed by all the owners of the lot or by such persons as are authorized by law to represent the interest of the owner(s) thereof.

4. Designation of Voting Representative Proxy.

(a) If a lot is owned by one person, his right to vote shall be established by the record title thereto. If title to at lot is held by more than one person or by a firm, corporation, partnership, Organization, or other legal entity, or any combination thereof, such owners shall execute a proxy appointing and authorizing one person or alternate persons to attend all annual and special meeting of members and thereat to cast whatever vote the owner himself might cast if he were personally present. Such proxy shall be effective and remain in force unless voluntarily revoked, amended or sooner terminated by operation of law; provided, however, that within thirty (30) days after such revocation, amendment or termination, the owners shall reappoint and authorize one person or alternate persons to attend all annual and special meetings as provided by this Paragraph.

(b) The requirements herein contained in this Article shall be first met before an owner of a lot shall be deemed in good standing and entitled to vote at an annual or special meeting of the members.

ARTICLE XI

OBLIGATIONS OF THE OWNERS

1. Assessments. All owners shall be obligated to pay the annual assessments imposed by the Organization to meet the common expenses. The assessments imposed hereunder shall be due and payable annually in advance as provided in Article V, paragraph 2. The amount of such assessments may be altered in accordance with Article V of the Declaration. A member shall be deemed to be in good standing and entitled to vote at any annual or special meeting of members, within the meaning of the Bylaws, if, and only if, he shall have fully paid all assessments made or levied against him and the lot or lots owned by him, and is not in violation of any rule or regulation of the Organization then in force.
2. Lien. The obligations of each owner to pay assessments shall be secured by a lien on the lot in favor of the Organization and such obligation shall survive any sale thereof.
3. General.
 - (a) Each owner shall comply strictly with the provisions of the recorded Declaration and these Bylaws and amendments thereto.
 - (b) Each owner shall always endeavor to observe and promote the cooperative purposes for the accomplishment of which this project was developed.
4. Use of Lots.
 - (a) All lots shall be utilized only for a residential purpose except as is otherwise provided in the Declaration and Plat Map.
5. Use of General Common Areas. Each owner may use the general common areas, sidewalks, pathways, roads and streets located within the entire project in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of other owners.
6. Rules and Regulations. The Board of Directors, pursuant to the Article IV of these Bylaws, reserves the power to establish, make and enforce compliance with such additional rules may be necessary for the operation, use and occupancy of this project with the right to amend same from time to time. Copies of such rules and regulations shall be furnished to each owner prior to the date when the same shall become effective.

ARTICLE XII

ABATEMENT AND ENJOINMENT OF VIOLATIONS BY OWNERS

1. Abatement and Enjoinment. The violations of any rule or regulation accepted by the Board of Directors, or the Breach of any Bylaws, or the breach of any provision of the Declarations, shall give the Board of Directors or the Managing Agent the right, in addition to any other rights set forth therein, (i) to enter the lot on which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting lot owner, any person, structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions thereof, and the Board of Directors or Managing Agent shall not be deemed guilty in any manner of trespass, and to expel, remove and put out, using such force as may be necessary in so doing, without being liable to prosecution or any damages thereof; and (ii) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

2. Denial of use of Amenities. Should any owner be in default in the payment of any dues, assessments, or other sums due under the terms of the Declaration or these Bylaws, or be in violation of any of the terms of the Declaration, these Bylaws, or any rule or regulations then in force, after due notice to correct such violation, then in any of such events, such owner may be denied the use of any of the amenities until such default or violation is appropriately cured.

ARTICLE XIII

BOARDS

1. Designation. The Board of Directors may, but shall not be required to, appoint an executive Board, and it may designate and appoint members to standing Boards or special ad hoc Boards for any useful or worthwhile purpose to function in an advisory capacity to the Board of Directors. The Board may establish rules for the conduct of these Boards, as follows, and may delegate responsibility to said Boards.

2. Executive Board. The Executive Board shall consist of two persons who shall be appointed by the Board of Directors from the members of the Board. The executive Board shall supervise the affairs of the Organization and shall regulate its internal economy, approve the expenditures and commitments, act and carry out the established policies of the Organization and report to the Directors at each meeting of the Board. The executive Board may hold regular meetings monthly or as it may in its discretion determine. Special meetings may be called at any time by the chairman of the Board or by any of its members, either personally, or by mail, email, telephone or telegraph, and a special meeting may be held by telephone.

3. Nominating Board. Before each annual meeting, the Board of Directors may appoint a Board of three members who shall nominate candidates for the Board. The names of the candidates shall be submitted on or before thirty (30) days before the election. Members may submit names of candidates other than those submitted by the nominating Board at least thirty (30) days prior to the election. Unless such names are submitted, either by the nominating Board or by the members, no person shall be elected whose name is not so submitted unless no nominations are made, in which event the names of candidates shall be submitted at the election by the members.

4. Welcoming Board. The Welcoming Board, consisting of at least three (3) persons, shall have the responsibility of assisting new residents in settling into their lots and becoming part of the Organization by means of, among other things, a homeowner brochure, a directory of other residents, a shopping guide, information on local facilities, and a school district guide.

5. Social Board. The Social Board, consisting of at least two (2) persons, shall have the responsibility of planning programs to make the best possible use of the facilities and amenities of the Organization by means developing an ongoing program of interaction and involvement.

6. Newsletter Board. The Newsletter Board, consisting of at least two (2) persons, shall have the responsibility of providing residents with up-to-date information of the new residents, Organization functions, the progress of the development, Board vacancies, rules and regulations changes, and other appropriate information.

7. Finance and Insurance Board. The Finance and Insurance Board, consisting of at least two (2) persons, have the responsibility of advising the Board on insurance matters and the capital and operating budgets.

8. Maintenance and Management Board. The Maintenance and Management Board, consisting of at least two (2) persons, shall have the responsibility of planning programs that conserve, enhance, and protect the common areas.

9. Architectural Board. The Architectural Board, consisting of at least three (3) persons shall have the responsibility of enforcing the Restrictive Covenants, as per rules and regulations set by the Board.

10. Vacancies. A vacancy in any Board shall be filled by the Alternate Board of Director Member until the next meeting of the Board of Directors as voted upon by the Board.

ARTICLE XIV

COMPENSATION

This Organization is not organized for profit. No member, member of the Board of Directors, Officer or person from whom the Organization may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Organization be paid as salary or compensation to, or distributed to, or inure to the benefit of any member of the Board of Directors, Officer, or member, provided, however, that any member, Director or Officer may, from time to time, be reimbursed for actual and reasonable expenses incurred in connection with the administration of the affairs of the Organization.

ARTICLE XV

EXECUTION OF DOCUMENTS

The person(s), who shall be authorized to execute any and all contracts, documents, instruments, or conveyances or encumbrances, including promissory notes, shall be the members of the Board of Directors and Secretary.

ARTICLE XVI

MISCELLANEOUS

1. Conflict in Documents. In the event that any inconsistency or conflict exists between the times of the Declaration, these Bylaws, or any rule or regulation then in force, the inconsistency or conflict shall in every instance be controlled by the Declaration.

2. Conflict Between Owners. In the event that any dispute between owners arises involving any of the common areas, amenities, or any other matters concerning the project and the conflict cannot be resolved by the Managing Agent, it shall be resolved by the Board of Directors.

3. Due Process. In order to afford due process to each owner before any action affecting said owner may be finally imposed by the Board of Directors, each owner shall have the right, after receiving written notice of not less than ten (10) days, such written notice to be served upon the owner in any manner as is provided for service of civil process in the State of Oklahoma, to a hearing before the Board of Directors. The Managing Agent, or any individual member of the Board in the absence of a Managing Agent, must present argument and evidence supportive of a proposed action. An open hearing shall then be available to any owner to present argument, evidence, documentary, testimonial or otherwise, for the purpose of avoiding or mitigating any proposed action. Organization and the owner may produce evidence and present witnesses. The Board of Directors shall promptly resolve the dispute and announce its decision, which in such instances shall be final as to all matters.

4. Exculpation of Unavoidable Loss. The Organization shall not be liable for any loss to any owner or inflicted upon any Lot or the property of the owner situated therein, brought about by flooding, water damage caused by burst pipes, acts of God or other force majeure. It is intended that for losses of these nature, each owner will bear the same or affect his own insurance to cover the same. Each owner may obtain additional insurance at his own expense for his own benefit. Insurance coverage on all furnishings and decorations and other items of personal property belonging to an owner and casualty and public liability insurance coverage within each individual unit are specifically made the responsibility of the owner thereof.