

**BYLAWS
OF THE HOMEOWNERS ASSOCIATION
OF
VINTAGE GARDENS HOMES II & III, INC.**

**The name of the organization shall be
The Homeowners Association of the
Vintage Gardens Homes II & III, Inc.**

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ARTICLE I - PURPOSE AND PARTIES

1. **Governance.** This non-profit corporation is formed to govern Vintage Gardens Homes II & III, Inc. situated in the County of Oklahoma, State of Oklahoma, which property is described in the Declaration of Covenants, Conditions, and Restrictions, (DCCR) of the Vintage Gardens Homes II & III Inc. All definitions contained in the DCCR shall apply and are incorporated by reference.
2. **Owners Subject to These Bylaws: Acceptance of Bylaws.**
All present or future owners or tenants, of any residence, or any other person who might use in any manner the facilities of Vintage Gardens Homes II & III Inc., hereinafter referred to as VG II & III, are subject to these Bylaws. The acquisition, lease, or rental of any residence or the act of occupancy of a residence will signify that these Bylaws are accepted, approved, ratified and will be complied with.

ARTICLE II - MEMBERSHIP, VOTING, PROXIES, ABSENTEE BALLOTS, QUORUM

1. **Membership.** Any owner of a residence shall automatically become a member of the Association. Membership terminates upon the sale of the residence. (Article VII, Section 3, in the DCCR) Membership termination shall not relieve or release any such former owner from any liability or obligation incurred under or in any way connected with this Association during the period of membership in this Association.
2. **Voting.**
Each owner shall be entitled to one (1) vote for each residence owned. In the case of multiple owners of a residence, the owners shall decide among themselves what vote will be cast (Article VII, Section 4, DCCR). Votes may be cast in person by the owner, by a certified proxy for the owner, or by absentee ballot. Absentee ballots must be filed with the Secretary or Assistant Secretary of the Association before the appointed time for every meeting.
3. **Quorum.**
One-tenth (1/10) of the membership entitled to cast a vote shall constitute a quorum for any action except as otherwise provided in the DCCR or these Bylaws.

ARTICLE III - ADMINISTRATION

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1. **Association Responsibilities.** The Homeowners Association of The Vintage Gardens Homes II & III, Inc., an Oklahoma corporation, hereinafter referred to as "Association", will have the responsibility of governing VG II & III through a Board of Directors.
2. **Place of Meeting.**

Meetings of the Association shall be held at a suitable place, convenient to the owners, as the Board of Directors shall determine.
3. **Annual Meeting.**

The annual meetings of the Association shall be held on the second Tuesday in the month of May. At such meetings, there shall be elected, by ballot of the owners, a Board of Directors in accordance with the requirements of the DCCR Article VII, Section 2, to take office on or by June 1st. The owners may also transact such other business of the Association as may properly come before them.
4. **Special Meetings.**

The Board of Directors or a majority of the owners may petition the President for a Special Meeting. The President shall call a special meeting within thirty (30) days of the petition. The notice of the special meeting shall state the time and place of such meeting and its purposes. No business except as stated in the notice shall be transacted at a Special Meeting unless by consent of two-thirds (2/3) of the owners present.
5. **Notice of Meetings.**

The Secretary or Assistant Secretary of the Association shall notify each owner of each meeting, stating the purpose thereof, as well as the time and place it is to be held, at least ten (10) days but not more than thirty (30) days prior to such meeting. The notification may consist of mailings, emails, telephone contacts, or bulletins in public places. A notification in any manner provided in this paragraph shall be considered notice served.
6. **Adjourned Meetings.**

If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting, from time to time, until a quorum is obtained. However, the place of the meeting must remain the same
7. **Order of Business.**

The order of business at the annual meetings of the owners shall be as follows:

 - A. Roll call and certifying proxies.
 - B. Proof of notice of meeting or waiver of notice.
 - C. Approve minutes of previous meeting.
 - D. Reports of officers.
 - E. Reports of Committees.

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- F. Election of directors, as applicable.
- G. Unfinished business.
- H. New business.
- I. Adjournment.

ARTICLE IV - DECLARATION

1. **Number.**

The Association shall be governed by a Board of Directors consisting of five (5) persons.

2. **General Powers and Duties.**

The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association including the operation and maintenance of a quality residential community. The Board of Directors may do all such acts and things except as prohibited by law or by these Bylaws or by the DCCR.

3. **Other Powers and Duties.**

Such powers and duties of the Board of Directors shall include, but shall not be limited to, the following, all of which shall be done for and on behalf of the homeowners:

- A. **Administration.** To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations, and all other provisions set forth in the DCCR, the Bylaws of the Association, and supplements and amendments thereto.
- B. **Rules.** To establish, make and enforce compliance with reasonable rules as may be necessary for the operation, use and occupancy of VG II & III with the right to amend same from time to time. A copy of rules and regulations shall be delivered or mailed to each owner following adoption. Publication in the monthly Vintage Gardens Newsletter will satisfy this requirement.
- C. **Maintenance of Common Areas.** To keep in good order, condition, and repair all the 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 the insurable common areas of the property in an amount equal to their maximum replacement value as is provided in the DCCR. To insure and keep insured all the common fixtures, equipment, and personal property for the benefit of the owners of the residences and their mortgagees. Further, to obtain and maintain comprehensive liability insurance covering the common areas.

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- E. **Assessments.** To prepare a budget for the Association, at least annually. To determine the amount of common charges payable by the owners to meet the common expenses of the Association, allocate and assess such common charges among the owners, and by a majority vote of the board, to adjust the amount of the assessments over expenses, working capital, sinking funds, and reserve for deferred maintenance. The budget will be presented to the owners at the end of each operating year. To levy and collect special assessments whenever, in the opinion of the board, it is necessary to do so to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies.
- F. **Enforcement of Assessment 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 DCCR and these Bylaws. To enforce a per diem late charge and to collect interest on assessments, remaining unpaid more than thirty (30) days from the due date for payment thereof, together with all expenses, including attorney's fees incurred.
- G. **Protect and Defend.** To protect and defend the entire premises from loss and damage by suit or otherwise.
- H. **Borrow Funds.** To borrow funds to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the recorded DCCR and these Bylaws and to execute all such instruments evidencing such indebtedness as the Board of Directors may deem necessary.
- I. **Contracts.** To enter into Contracts within the scope of their duties and powers.
- J. **Bank Account.** To establish a bank account or accounts for the common treasury and for all separate funds as deemed advisable by the Board of Directors.
- K. **Manage.** To make repairs, additions, alterations, and improvements to the common areas consistent with managing VG II & III in a quality manner and consistent with the best interest of the residence owners.
- 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 in good standing (See Article XV.7) and each first mortgagee, and to cause a complete audit of the books and records by auditors once a year, if requested.
- M. **Annual Statement.** To prepare and deliver annually to each owner a statement showing receipts, expenses, and disbursements since the last such statement.

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- N. **Personnel.** To designate, employ and dismiss the personnel necessary for the maintenance and operation of the common areas or other administration of VG II & III.
- O. **Managing Agent.** If deemed appropriate by the Board, to employ for the Association a management agent (“Managing Agent”) who shall have and exercise all of the powers granted by the Board of Directors.
- P. **Ownership of Residences.** To own, convey, encumber, lease, or otherwise deal with residence, conveyed to it as the result of enforcement of the liens for common expenses or otherwise.
- Q. **All Things Necessary and Proper.** To do all things necessary and proper for the sound and efficient management of VG II & III.
- R. **Tax Exempt Status.** To determine each year the advisability of election of tax-exempt status under the Internal Revenue Code.
4. **No Waiver of Rights.**
The omission or failure of the Association or any owner to enforce the covenants, conditions, restrictions, easements, use limitations, obligations, or other provisions of the DCCR, the Bylaws, or the regulations and house rules, shall not be deemed a waiver, modification, or release thereof, and the Board of Directors or the Managing Agent shall have the right and responsibility to enforce the same thereafter.
5. **Removal of Directors.**
At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by two-thirds (2/3) of the owners in good standing in attendance (See Article XV.7) and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting. Should any Director miss three consecutive regular meetings of the Board of Directors, he or she shall automatically be removed from the Board and a successor selected and approved by the Board to fill his or her unexpired term.
6. **Directors’ Organizational Meeting.**
The Organizational Meeting of a newly elected Board of Directors shall be held as soon as practical following the annual meeting of the residence owners. The officers of the association will be identified at this meeting
7. **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 (1) such meeting shall be held during each calendar quarter. Notice of regular meetings of the Board of

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Directors shall be given to each Director, personally or by mail, e-mail, text, or telephone, at least five (5) days prior to the day named for such meeting.

8. Directors' Special Meetings.

Special meetings of the Board of Directors may be called by the president on five (5) day notice to each Director, given personally, by mail, e-mail, text, or telephone, and stating the time, place, and purpose of the meeting.

9. 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.

10. Fidelity Bonds.

The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds furnish adequate fidelity bonds. The premiums of such bonds shall be a common expense.

11. Compensation.

No member of the Board of Directors shall receive any compensation for acting as such. However, members of the Board of Directors or Association may be reimbursed for expenses incurred by them in the performance of Association business. Additionally, because of the heavy workload of the Treasurer, he or she may receive compensation as determined by the Board.

ARTICLE V - FISCAL MANAGEMENT

1. Fiscal Management.

The provision for fiscal management of the residences for and on behalf of all of the residence owners as set forth in the DCCR shall be supplemented by the following provisions:

2. Fiscal year.

The fiscal year of the Association shall be coincident with the calendar year.

3. Accounts.

The funds and expenditures of the residence owners by and through the Association 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.

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- B. Reserves for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually.
- C. Reserves for replacement of 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 officers of the Association shall be a President, Vice President, Secretary, Assistant Secretary, and Treasurer, all of whom shall be elected by the Board of Directors, and such assistant officers as the Board shall, from time to time, elect. Such assistant officers need not be members of the Board of Directors, but each shall be an owner of a residence.

2. **Election of Officers.**

The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office subject to the approval of the Board.

3. **Removal of Officers.**

Upon an affirmative vote by a majority of the members of the Board of Directors, an 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 called for such purpose. Members of the Board may only be removed by vote of the owners as provided elsewhere in the Bylaws.

4. **President.**

The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board of Directors unless absent. He or she shall have all the general powers and duties which are usually vested in the office of President of an association.

5. **Vice President**

The Vice President shall have all the powers and authority and perform all the functions and duties of the President in the absence of the President, or in his or her inability for any reason to exercise such powers and functions or perform such duties, and perform any duties he or she is directed to perform by the President.

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6. **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 Association; shall have charge of such books and papers as the Board of Directors may direct; and shall, in general, perform all the duties incident to the office of Secretary and as is provided in the DCCR and the Bylaws.
- B. The Secretary shall compile and keep up to date a complete list of members and their last known addresses as shown on the records of the Association. 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.

7. **Treasurer**

The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, in such depositories as may from time to time be designated by the Board of Directors. In the event a Managing Agent has the 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.

8. **Assistant Secretary**

The Assistant Secretary shall have all the powers and authority and perform all the functions and the duties of the Secretary as designated, in the absence of the Secretary, or in his or her inability for any reason to exercise such powers and functions or perform such duties, and perform any duties as directed to perform by the Secretary.

ARTICLE VII - INDEMNIFICATION OF OFFICERS, DIRECTORS, AND MANAGING AGENT

1. **Indemnification.**

The Association 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 them in connection with any action, suit, or proceedings to which they may be made a part by reason of their being or having been a Director, Officer, or Managing Agent of the association, except as to matters as to which, they shall be finally adjudged in such action, suit, or proceeding to be liable for gross negligence or willful misconduct. All liability, loss, damage, costs, and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses.

2. **No Personal Liability.**

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Contracts or other commitments made by the Board of Directors, Officers, or the Managing Agent shall be made as agent for the owners, and they shall have no personal responsibility on any such contract or commitment (except as owners), and the liability of any owner on such contract or commitment shall be limited to such proportional share of the total liability thereof as the common interest of each owner bears to the aggregate common interest of all of the owners.

ARTICLE VIII - AMENDMENTS TO BYLAWS

1. Amendments to Bylaws

The Bylaws may be amended in writing by the Association at a duly constituted meeting called for such purpose or at any regular meeting so long as the notice of such meeting sets forth the complete text of the proposed amendment. No amendment shall be effective unless approved by a majority (fifty percent (50%) plus one (1)) vote of the residence owners in good standing (See Article XV.7).

ARTICLE IX - MORTGAGES

1. Notice to Association.

An owner who mortgages his residence shall notify the Association through the Managing Agent, if any, or the Secretary or Assistant Secretary of the Association, giving the name and address of his mortgagee. The Association shall maintain such information in a book or file entitled "Mortgagees of Residences".

2. Notice to Mortgagees of Unpaid Common Assessments.

The Board of Directors, whenever so requested in writing by a mortgagee of a residence, 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 residence whose name and address has heretofore 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 VG II & III without assuming any liability for such action.

4. Examination of Books by Owners and Mortgagees.

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Each owner and each mortgagee of a residence shall be permitted to examine the books of account of the residences at reasonable times, on business days, after notice, and shall be permitted to receive, upon request, audited financial statements of the Association.

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 residence, 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 residence, which copy shall remain in the files of the Association. A member shall not be deemed to be in good standing, nor shall he be entitled to vote at any annual or special meetings of members unless this requirement is first met. In lieu of the actual recorded deed, a copy of the county records showing ownership may be provided.

2. Registration of Mailing Address.

The owner or several owners of an individual residence shall have one mailing address to be used by the Association for mailing of 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, association, or other legal entity or any combination thereof to be used by the Association. 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 title, or after a change of address, and such registration shall be in written form and signed by all of the owners of or their legal representative.

3. Designation of Voting Representative - Proxy.

A. If a residence is owned by one person, his right to vote shall be established by the record title thereto. If title to a residence is held by more than one person or by a firm, corporation, partnership, association, 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 meetings of members and, there at, to cast whatever vote the owner himself might cast if he were personally present. Such proxy shall be effective and remain in force for a period of thirty (30) days unless voluntarily revoked, amended, or sooner terminated by operation of law. 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.

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- B. The requirements herein contained in this Article shall be first met before an owner of a residence shall be deemed in good standing and entitled to vote at an annual or special meeting of members.

ARTICLE XI - OBLIGATIONS OF THE OWNERS

1. Assessments.

All owners shall be obligated to pay the monthly assessments imposed by the Association to meet the common expenses. The assessments imposed hereunder shall be due and payable monthly in advance. The amount of such assessments may be altered in accordance with the DCCR.

2. Certificate of Insurance.

All owners shall provide the Secretary or Assistant Secretary of the Board of Directors with a current copy of the Certificate of Insurance covering their home or homes within VG II & III. A current copy should be mailed to the Secretary or Assistant Secretary of the Board of Directors when the policy is started, renewed, or changed. Failure to do so shall result in that owner being deemed to not be in good standing with the DCCR or these Bylaws. The Board shall fine such owner a monthly fee not to exceed the normal monthly premium amount for a homeowner's policy should the Board acquire homeowner's insurance for the home or homes in question after first requesting the needed insurance certificate via mail. In no case shall the fine be less than \$100.00 per month. After three such requests, separated by a two-week grace period between each letter, the Board shall assess the fine effective the date of the first letter and shall continue to fine the owner each month until the certificate is delivered to the Secretary or Assistant Secretary.

3. Lien.

The obligations of each owner to pay assessments and/or fines shall be secured by a lien on the Lot and residence in favor of the Association and such obligation shall survive any sale thereof.

4. Notice to Association of Lien or Suit.

An owner shall give notice in writing to the Association of every lien or encumbrance upon his Lot and residence other than for taxes, special assessments, and notice of every suit or other proceeding which may affect the title to his Lot and residence, and such notice shall be given within five (5) days after the owner has knowledge thereof.

5. Maintenance and Repair.

- A. Every owner must perform promptly, at his or her own expense, all maintenance and repair work within and on his or her own residence.
- B. An owner shall be obligated to reimburse the Association promptly upon receipt of its statement for any expenditure incurred by it in repairing or replacing any common area

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damaged by his or her negligence or by the negligence of his or her family members, tenants, agents, or guests.

6. **Mechanic's Lien.**

Each owner agrees to indemnify and hold each of the other owners harmless from any and all claims of mechanic's lien filed against other lots and residences and the common areas for labor, materials, services, or other products incorporated in the owner's residence. In the event such a lien is filed and/or a suit for foreclosure of mechanic's lien is commenced, then within ten (10) days thereafter such owner shall be required to discharge the same as provided by the laws of the State of Oklahoma and furnish evidence thereof to the Association in writing within ten (10) days after such discharge becomes final. Should such owner fail to do so and the Association or its Officers be made parties to any such suit, or be required to defend the same, all such costs, including the Association's attorney fees, shall be added to the assessments due from such owner's residence and paid with the next month's assessment falling due after the final determination of the Associations' total expenses.

7. **General.**

- A. Each owner shall comply strictly with the provisions of the recorded DCCR and these Bylaws and amendments thereto.
- B. Each owner shall always endeavor to observe and promote the cooperative purposes for the accomplishment of which VG II & III was built.

8. **Use of Residences.**

All residences shall be utilized only for residential purposes except as is otherwise provided in the DCCR.

9. **Use of Common Areas.**

Each owner may use the common areas, sidewalks, pathways, roads, and streets located within VG II & III in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other owners.

10. **Right of Entry.**

- A. An owner shall and does grant the right of entry to the Managing Agent or to any other person authorized by the Association in case of an emergency originating in or threatening his residence whether the owner is present at the time or not.
- B. An owner shall permit the Association, or its representatives, to enter his residence for the purpose of performing installations, alterations, or repairs to the mechanical, electrical or utility services which, if not performed, would affect the use of other residences, provided that requests for entry are made in advance and that such entry is at a time ordinarily convenient to the owner. In case of an emergency, such right of entry shall be immediate.

ARTICLE XII - Denial of Use of Common Areas

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1. **Denial of Use of Common Areas.**

Should any owner be in default in the payment of any dues, assessments, or other sums due under the terms of the DCCR or these Bylaws, or be in violation of any of the terms of the DCCR, these Bylaws, or any rule or regulation 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 common areas until such default or violation is appropriately cured.

ARTICLE XIII - COMMITTEES

1. **Designation.**

The Board of Directors may, but shall not be required to, appoint an executive committee, and it may designate and appoint members to standing committees or special ad hoc committees 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 committees and may delegate responsibility to said committee.

2. **Executive Committee.**

The executive committee shall consist of two (2) persons who shall be appointed by the Board of Directors from the members of the Board. One member shall be the President. The executive committee shall supervise the affairs of the Association and shall regulate its internal economy, approve expenditures and commitments, act and carry out the established policies of the Association and report to the Directors at each meeting of the Board. The executive committee 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 committee or by any of its members, either personally, or by mail, e-mail, text, or telephone, and a special meeting may be held by telephone.

3. **Nominating Committee.**

Before each annual meeting, at the end of the calendar year preceding the year for elections, the Board of Directors may appoint a committee of three (3) members in good standing with all requirements of the DCCR, Bylaws, and Rules of VG II & III, who nominate candidates for the board. Members may submit names of candidates other than those submitted by the nominating committee at least sixty (60) days prior to the election. The names of the candidates shall be submitted to the Members on or before forty-five (45) days before the election. If no nominations are made by either the Nominating Committee or a member, the names of candidates shall be submitted from the floor by the members present. Candidates for office shall be in good standing with all requirements of the DCCR, Bylaws, and the Rules of VG II & III.

4. **Architectural Control Committee.** (See Article VI, Section 4, DCCR)

5. **Grounds and Maintenance Committees.** (See Article V, Section 15, DCCR)

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6. Vacancies.

A vacancy in any committee may be filled by the President until the next meeting of the Board of Directors.

ARTICLE XIV - EXECUTION OF DOCUMENTS

The persons who shall be authorized to execute any and all contracts, documents, instruments either/or conveyances, or encumbrances, including promissory notes, shall be the President or Vice President and the Secretary or Assistant Secretary of the Association.

ARTICLE XV - MISCELLANEOUS

1. Conflict of Documents.

If any inconsistency or conflict exists between the items of the DCCR, these Bylaws, or any rule or regulation then in force, the inconsistency or conflict shall in every instance be controlled by the DCCR.

2. Conflict Between Owners.

Ordinarily, the Board of Directors will not be involved in conflicts between owners.

3. Due Process.

The Board of Directors will provide an owner a written ten (10) day notice of the intent for the imposition of a fine or other punitive action as provided by civil process in the State of Oklahoma. The owner may request a hearing before the Board of Directors to present evidence for the purpose of avoiding or mitigating any penalty or punitive action. Both the Association and the owner may produce evidence and present witnesses at the hearing. The Board of Directors shall promptly resolve the dispute and announce its decision, which is final.

4. Exculpation of Unavoidable Loss.

The Association shall not be liable for any loss to any owner or inflicted upon any residence 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 this 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 decoration and other items of personal property belonging to an owner, and casualty and public liability insurance coverage within each individual residence is specifically made the responsibility of the owner thereof.

5. Restrictions on Leasing of Residences (See Article III, Section 3, DCCR)

The Vintage Gardens II&III community is designed to be an owner-occupied community. There shall be no more than five percent (5%) of the residences leased at any one time. Any

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leases must be approved by the Board and shall provide that the lease is subject to the terms of the DCCR, these Bylaws and the Rules of the Association.

6. **Parking Violations** (see Article V, Section 11, DCCR) (see HOA Rules in Purple Book)
Violations of the parking rules may result in the removal of the offending vehicle (including RV's, boats, and trailers) at the owner's expense and or a fine.

7. **Definition of "Good Standing."**

A member shall be deemed to be in good standing and entitled to vote at any annual or special meetings of members within the meaning of these Bylaws if, and only if, he or she shall have fully paid all assessments, and is not in violation of any rule or regulation of the Association then in force.

EXECUTED THIS 18th DAY OF JANUARY, 2022