

STONEBRIDGE PARK

BY-LAWS
OF
STONEBRIDGE PARK
HOMEOWNERS ASSOCIATION

ARTICLE I
NAME AND LOCATION

Section 1.01. Location. Stonebridge Park, a subdivision to the City of Broken Arrow, situated in the SE/4 of Section 1, T-18-N, R-14-E, Tulsa County, Oklahoma.

Section 1.02. Name. The name of the Corporation is **Stonebridge Park Homeowners Association, Inc.** (hereinafter sometimes referred to as the "Association").

Section 1.03. Address. The principal office and place of business of this Association shall be the President of the Association: P.O. Box 140082 Broken Arrow, OK 74014

Section 1.03.1 The Association may have such other offices within or without the State of Oklahoma, at such other places or places as the Board of Directors may from time to time designate or as the business of the Association may require.

ARTICLE II
DEFINITIONS

Section 2.01. "Association" shall mean and refer to Stonebridge Park Homeowners Association, its successors and assigns.

Section 2.02. "Common Area" shall mean all real and personal property owned by the Association for the common use and enjoyment of the Owners.

Section 2.03. "Declarant" shall mean and refer to Charles Sanders Homes, Inc.

Section 2.04. "Architectural Standards" shall mean and refer to the Architectural Standards and Construction Regulations of Stonebridge Park, which is a separate document from the Declaration of Covenants.

Section 2.05. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties used or zoned for use for residential purposes and shall not include the Common Areas and as otherwise defined in the Deed of Dedication..

Section 2.06. "Member" shall mean and refer to those persons entitled to membership as provided in the Deed of Dedication.

Section 2.07. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2.08. "Properties" shall mean and refer to that certain real property described in the Declaration of covenants, conditions, and restrictions (the "Deed of Dedication"), and such additional land as may hereafter be brought within the jurisdiction of the Association.

ARTICLE III **MEMBERSHIP**

Section 3.01. Membership. Membership in the Association shall be governed by the provisions of the Declaration of Covenants, Conditions and Restrictions for Stonebridge Park Homeowners Association, Inc., (hereinafter the "Deed of Dedication"), as recorded in the Office of the County Clerk of Tulsa County, Oklahoma, Book 7208 at page 848, as such Declaration may be amended, renewed or extended from time to time.

Section 3.02. Voting member. Voting rights are obtained when a titled owner pays the mandatory dues assessed by the Association. Votes are limited to one vote per assessment. Each Member with voting power shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any assessment, all such persons shall be Members. The vote for such assessment shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any assessment. Such vote may be by a voice vote, but any qualified voter may demand a vote by ballot, each of which shall state the name of the Member voting, and the number of qualified votes by him, and if proxy cast such ballot, it will also state the name of such proxy.

Section 3.03. Special Considerations. Absentee ownership - membership and associated voting privileges are only granted to the owner of record of a property. If an owner retains voting rights, the Association is only required to provide notification of the meetings within the same time frame as given to all other members. At the owner's discretion, the voting privileges may be assigned to a lessee of the property in question. All such assignments must be in written form, witnessed, notarized, and recorded with the secretary of the Association. It will be the responsibility of the titled owner to maintain accurate information on record With the Association in such instances. Inaccurate information will cause voting privileges to be rescinded until proper verification of information can be made.

ARTICLE IV **MEETINGS OF MEMBERS**

Section 4.01. Annual Meeting. The annual members' meeting shall be held in Broken Arrow, Tulsa County, Oklahoma, within the first ninety (90) days after the beginning of each calendar year for the purpose of electing directors and transacting any other business authorized to be

transacted by the members. The specific time and place of the meeting will be decided by the Board.

Section 4.02. Special Meetings. Special meetings of the Members may be called at any time by the President or by majority of the Board, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all the votes.

Section 4.03. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting and, In the case of a special meeting, the purpose of the meeting.

Section 4.04. Order of Business. The order of business at all meetings of the Association shall be as follows:

- Roll call and certifying proxies
- Proof of notice of meeting or waiver of notice
- Reading of minutes
- Reports of officers/directors
- Reports of committees
- Election of directors. as applicable
- Unfinished business
- New Business
- Adjournment

Questions of Parliamentary nature shall be decided by Robert's Rules of Order.

Section 4.05. Quorum. The Members present at the meeting entitled to cast, or of proxies entitled to cast, votes shall constitute a quorum, (3/4) of Board and 20% of the voting members for any action except as otherwise provided in the Articles of incorporation, the Deed of Dedication, or these By-Laws. If, however, 20% is not present, the meeting shall be adjourned. Another meeting shall be held, which 10% shall constitute a quorum.

Section 4.06. Proxies. At all meetings of members each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary prior to the commencement of such meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his/her Lot.

ARTICLE V

BOARD OF DIRECTORS: NUMBERS, POWERS, MEETINGS

Section 5.01. Governing Body : Composition. A Board of Directors shall govern the affairs of the Association. The Directors shall consist of President, Vice-President, Secretary, Treasurer, and (3) three members-at-large. The Directors shall be Association Members or a spouse of an Association Member provided however no person and his/her spouse may serve on the Board at the same time.

Section 5.02. Number. Until otherwise determined by the Board, a Board of seven (7) directors, shall manage the affairs of this Association.

Section 5.03. Term of Office. President, Vice President, Secretary and Treasurer, shall be elected biennially and shall serve two (2) year terms. The (3) at-large-members shall serve three year terms. The term of office will begin in January and will run through December of the second year. The election for the directors shall be held at the annual meeting of the Members of the Association and will remain in office until their successors are duly elected and qualified or until their death, resignation or removal. Directors will assume office upon their election.

Section 5.04. Removal. At any meeting specifically called for such purpose, any one director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his/her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of the vacancy.

Section 5.05. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5.06. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting, which they could take at a meeting by obtaining the written or verbal approval of all the directors. Any action so approved shall have the same effect as though taken by a meeting of the directors.

Section 5.07. Presumption of Assent. A director of the Association who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have consented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof, and not more than five (5) days after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

ARTICLE VI

NOMINATION AND ELECTION OF DIRECTORS

Section 6.01. Elections. The Election of the Directors will be held at the annual meeting of the Association and will be elected by the Members of the Association.

Section 6.01.1 The exception is during the formation of the Association.

Section 6.02. Nomination. Nomination for election to the Board shall be made prior to the elections by a voting member, to the Board. Nominations may also be made from the floor at the annual meeting in which elections are to occur.

Section 6.03. Election Process. Election of the Board of Directors shall be by public vote or by secret written ballot. At such elections, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Deed of Dedication. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

ARTICLE VII

MEETINGS OF DIRECTORS

Section. 7.01. Regular Meetings. Regular meetings of the Board shall be held quarterly and at such place and hour as may be fixed from time to time by resolution of the Board.

Section 7.02. Special Meetings. Special meetings of the Board shall be held when called by the president of the Association or by any two (2) directors.

Section 7.03. Order of Business. The order of business will be determined by each respective meeting. Questions of Parliamentary nature shall be decided by Robert's Rules of Order.

Section 7.04. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 8.01. Powers. Except as otherwise provided herein the Board of Directors shall be responsible for the affairs of the Association and shall have all the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Deed of Dedication, Articles, or these By-Laws, directed to be done and exercised exclusively by the officers or Association members. The Board of Directors may delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of any management company or agent that may be hired by the Association, which might arise between meetings of the Board of Directors. In addition to the duties imposed by these By-Laws or any resolution of the Association that may be hereafter adopted, the Board of Directors shall have the power to perform, but not be limited to performing, the following (to be exercised if, in the judgment of the Board of Directors, it is in the best interests of the Association):

- a. Preparation and adoption of an annual budget in which there shall be established the contribution of each member to the general fund to pay for expenses of the Association.
- b. Making the assessments, establishing the means and methods of collecting such assessments, establishing the period for payment of the assessments and taking all other actions necessary for levying said assessments.
- c. Designating, hiring and dismissing the personnel necessary for the performance of the duties of the Association pursuant to the provisions of the Deed of Dedication, and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties; Directors must have majority approval by the Board for any one expense exceeding \$1,000.
- d. Making and amending rules and regulations for the Association which do not conflict with the Deed of Dedication, Articles of Incorporation of the Association, or these bylaws, by majority of the Board.
- e. Opening of bank accounts on behalf of the Association and designating the signatories required.
- f. Enforcing by legal means the provisions of the Deed of Dedication, these by-laws, and the rules and regulations adopted by it, and overseeing any proceedings which may be instituted on behalf of or against the members concerning the Association.
- g. Keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. The said books and vouchers accrediting and entries thereupon shall be available for examination by the Association Members and mortgagees, their duly authorized agents, accountants, or attorneys All books and records shall be kept in accordance with generally accepted accounting practices;
- h. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration or the Architectural Standards.
- i. Declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board.

Section 8.02. Duties. It shall be the duty of the Board to:

- a. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the authorized votes;

- b.** Supervise all officers and agents of this Association and to see that they are properly performed;
- c.** As more fully provided in the Deed of Dedication, to:
 - 1.** Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period.
 - 2.** Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - 3.** Fix the amount of any special assessments for capital improvements. The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the successors in title unless expressly assumed by them.
 - 4.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year , a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of an improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of *2/3rds* of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose.
 - 5.** Written notice of any meeting called for the purpose of fixing or levying special assessments only as defined herein (specifically excluding any annual assessment) shall be sent to all Members not less than 30 days and no more than 60 days in advance of the meeting. At the first such meeting called, the presence of Members or proxies entitled to cast at least 60% of the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be 1/2 of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.
- d.** Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate/receipt setting forth whether or not any assessment has been paid.
- e.** Procure and maintain adequate liability and hazard insurance on property owned by the Association.

- f. Cause the Common Areas to be maintained.

Section 8.03. Fining and Suspension Procedure. The Board shall not impose a fine, suspend the right to vote (unless an Owner is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association in which case such suspension shall be automatic), or suspend the right to use the Common Areas unless and until notice of the violation is given as provided in subsection (a) below and either a hearing is held or the time has expired for challenging the proposed sanction as provided in subsection (b) below as follows:

- a. **Notice.** If any provision of the Deed of Dedication, By-laws or Rules of the Association is violated, the Board shall serve the violator with written notice sent certified mail, return receipt requested, which shall state: (i) the nature of the alleged violation; (ii) the proposed sanction to be imposed; (iii) a statement that the violator may challenge the fact of the occurrence of a violation, the proposed sanction, or both; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of receipt of the notice. If a challenge is not made, the sanction shall be imposed ten (10) days from the date of the notice; provided, the Board may, in its discretion, waive the sanction if the violation is cured within such (10) day period. In the event of a continuing violation, each day the violation continues beyond the ten (10) day period constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the violator.
- b. **Hearing.** If the alleged violator timely challenges the proposed action, a hearing before the Board of Directors shall be held in executive session affording the violator a reasonable opportunity to be heard. The hearing shall be set at a reasonable time and date by the Board, and notice of the time, date (which shall be not less than ten (10) days from the giving of notice), and place of the hearing and an invitation to attend the hearing and produce any statements, evidence, and witnesses shall be sent to the alleged violator. Prior to the effectiveness of any sanction hereunder, proof of such notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer or director who delivered such notice. The notice requirement shall be deemed satisfied if the violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. This section shall be deemed complied with if a hearing is held and the violator attends and is provided an opportunity to be heard, notwithstanding the fact that the notice requirements contained herein are not technically followed.
- c. **Additional Enforcement Rights.** Notwithstanding anything to the contrary herein contained, the Association, acting through its Board of Directors, may elect to enforce any provision of the Deed of Dedication, the By-laws, or the Rules by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin and violation or to

recover monetary damages or both with the necessity for compliance with the procedure set forth in sub sections (a) and (b) above. In any such action, to the maximum extent permissible, the Owner or Occupant responsible for the violation for which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred. The Association or its duly authorized agent shall have the power to enter a Lot or upon any portion of the Common Areas to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates the Deed of Dedication, the By-laws, or the Rules. All costs of self-help, including reasonable attorney's fees, shall be assessed against the violating Lot Owner and shall be collected as provided herein for the collection of assessments.

Section 8.04. Prohibited Acts. The Board of Directors shall not take any of the following actions except with written consent of the total votes of the Association Members:

- a. Selling any property of the Association;
- b. Paying compensation to members of the Board or to the officers of the Association for services performed in the conduct of the Association's business; provided; however, that the Board may cause a Director or officer to be reimbursed for-expenses incurred in carrying on the business of the Association;
- c. Enter into a contract with a third person or entity wherein the third person or entity will furnish goods or services for the Association for a term longer than one (1) year.

ARTICLE IX

OFFICERS AND THEIR DUTIES

Section 9.01. Enumeration of Officers. The Officers of this Association shall be a president and vice-president, a secretary, a treasurer and three (3) member-at-large who shall at all times be members of the Board of Directors.

Section 9.02. Election of Officers. The election of officers shall take place, for a term of two years.

Section 9.03. Term. The officers of this Association shall be elected by the Board, and each shall hold office for three (3) years or until a successor is elected, unless he shall sooner resign or shall be removed or disqualified to serve.

Section 9.04. Resignation. Any officer may resign at any time by giving written notice to any Board member. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 9.05. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces..

Section 9.06 Duties. The duties of the officers are as follows:

- a. **President.** The president shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out; shall countersign all checks, sign all leases, deeds and other written instruments.
- b. **Vice-President.** The vice-president shall act in the place and stead of the president in the event of his absence; inability, or refusal to act; and shall exercise and discharge such other duties as may be required of him by the Board;
- c. **Secretary.** The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; shall keep the corporate seal of the Association, if any, and affix it on all papers requiring said seal; shall serve notice of meetings of the Board and of the members; shall keep appropriate current records showing the Members of the Association, together with their addresses; and shall perform such other duties as required by the Board; and
- d. **Treasurer.** The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall cosign all checks along with one other Board member of the Association; shall keep proper books of account; shall prepare a statement of income and expenditures to be presented to the membership at its regular annual meeting.

ARTICLE X COMMITTEES

Standing or temporary committees may be appointed by the Board of Directors from time to time, and the Board of Directors may from time to time invest such committees with such powers as it may see fit, subject to such conditions as may be prescribed by such Board. An executive committee may be appointed by resolution, passed by a majority of the whole Board; it shall have the powers provided by statute, except as specifically limited by the Board. All committees so appointed shall keep regular minutes of the transactions of their meetings and shall cause them to be recorded in books kept for that purpose in the office of the Association and shall report the same to the Board of Directors at its next meeting.

ARTICLE XI BOOKS AND RECORDS

Section 11.01 Books. The books, records, and papers of the Association shall at all times, during reasonable hours, be subject to inspection by any Member. The Deed of Dedication, the

Articles of Incorporation, and the By-Laws of the Association, must be made available to all members, where copies may be purchased at a reasonable cost.

Section 11.02 Annual Members Report. No annual report to Members is required.

ARTICLE XII

EXECUTION OF INSTRUMENTS

Section 12.01 Contracts. The Board of Directors may authorize any officer of the Association to enter into, in the name and on behalf of the Association, any contract or any instrument or to execute and to deliver, in the name and on behalf of, the Association any contract or any instrument. Such authority may be general or may be confined to specific instances.

Section 12.02 Checks and Drafts. All checks, all drafts and all other orders for the payment of money, notes, acceptances or other evidence of indebtedness issued by or in the name of the Association shall be signed by such officers of the Association as shall be determined by the Board of Directors.

Section 12.03 Deposits, Bank Accounts. All funds of the Association not otherwise employed shall be deposited to the credit of the Association in such depositories as the Board of Directors may designate. The Board of Directors may make other rules and regulations with respect to the funds, the assets and the liabilities of the Association (as long as such other rules and such other regulations are not inconsistent with these By-Laws, the laws of the State of Oklahoma, and the Declaration) as the Board of Directors may deem necessary or appropriate. Unless otherwise provided by the Board of Directors, endorsements for deposit to the credit of the Association in any of its duly authorized depositories may be made by hand-stamped legend in the name of the Association or by written endorsement of any officer without countersignature.

Section 12.04 Loans. No loan shall be contracted in the name and on behalf of the Association.

ARTICLE XIII

ASSESSMENTS

Section 13.01 Dues/Assessments As more fully provided in the Deed of Dedication, 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. If the assessment is not paid within sixty (60) days after the due date, the Association may bring an action at law against the owner personally obligated to pay the same. Any assessments which are not paid when due shall be delinquent. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas.

Section 13.02 Determination of Annual Dues. Annual Homeowner dues for the Stonebridge Park Homeowner Association shall be determined as follows. The Board of Directors will meet in November of each year, at which time they will compile a budget for the following year. This

budget will contain all expenses for the Association, both projected and otherwise, for the upcoming year. This budget must be presented and approved by the membership at the annual meeting. The directors will then set the yearly assessment for that year.

Section 13.03 Due Date of Annual Dues. Dues set by the Board will be due by May 15th of each year.

ARTICLE XIV **NO LIABILITY**

No director or officer shall be liable to any owner or to any person, firm, corporation, or other entity for any damages arising from his performance or nonperformance of his duties or function provided for herein, except for misappropriation of funds.

ARTICLE XV **PARLIMENTARY AUTHORITY**

Section 15.01. Parliamentary rules. The rules contained in Robert's Rules of Order, Newly Revised, shall govern the Association in all cases to which they apply, and in which they are consistent with these By-Laws.

Section 15.02. Parliamentarian. A parliamentarian may be appointed by the President, as needed for any meeting, but especially for the annual business meeting.

ARTICLE XVI **AMENDMENTS**

These By-Laws may be amended in the following manner:

Section 16.01. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

Section 16.02. Resolution. A resolution adopting a proposed amendment may be proposed by either the Board or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at, or prior to, the meeting. Except as elsewhere provided, such approvals must be by at least two-thirds (2/3) of the entire membership of the Board and by not less than fifty-one percent (51%) of the votes of the entire membership of the Association.

Section 16.03. Effective. A copy of each amendment shall be certified by the President and Secretary of the Association as having been duly adopted and shall be effective as of the date of the vote approving the same.

Section 16.04. Conflict. In the case of any conflict between the Declaration, the Architectural Standards and these By-Laws, the By-Laws shall control.

ARTICLE XVII
FISCAL YEAR

The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.