

AMENDED BYLAWS OF THE
OAK RIDGE HOMEOWNERS ASSOCIATION, INC.

Pursuant to the Board's authority under 18 O.S. §1013, and in the absence of locating a fully executed original or copy of Association Bylaws, the undersigned unanimous board, consenting to this action in lieu of meeting, hereby adopts the following Amended Bylaws.

ARTICLE I
PURPOSE AND PARTIES

1. Governance of Regime. The purpose for which this nonprofit corporation is formed is to own, manage and maintain the Common Areas and other properties of the Association in the planned Lot development known as the Oak Ridge hereinafter referred to as the "Project", situated in the County of Cleveland, State of Oklahoma, which property is described in the Amended Declaration of Covenants, Conditions and Restrictions ("Declaration" or "Amended Declaration") of Oak Ridge 1st through 5th Additions and which property has been submitted to the regime created by the Real Estate Development Act of the State of Oklahoma by the recording of the Declaration of Covenants, Conditions and Restrictions filed in Book 3972 at Page 1146 (Declaration). All definitions contained in the Amended Declaration shall apply hereto and are incorporated herein by reference. Further, the Declarant THA Development, Inc. did assign certain and various rights to the Association reflected in the Assignment of Declarant/Developer Rights executed on January 20, 2022, and recorded within the Cleveland County Clerk's records at Book 6373, Page 1356.

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 Association 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 Amended Declaration, the Articles of Incorporation or in these Bylaws, ownership of a Lot in the Oak Ridge development is required in order to qualify for membership in this Association. Any person on becoming an owner of a Lot shall mandatorily and automatically become a member of this Association and be subject to the Bylaws. Such membership shall terminate without any formal Association 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 Association, 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 Association 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 one Lot owned. Co-owners or joint tenants may only exercise one vote. No fractional votes are allowed. No Lot owner who is not current in his/her/their annual dues may vote at any meeting.

3. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of one-third (1/3) of the Members shall constitute a quorum. In the event a quorum is not present, then the meeting called shall be adjourned, and, if notice has not already been given, notice of a new meeting for the same purposes shall be given but not more than thirty days from the date of the first meeting, at which meeting the presence of owners represented in person or by proxy of one-tenth of the Members shall constitute a quorum. If, however, such quorum shall not be present or represented at the second meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, including immediately following the adjourned meeting, without further notice other than announcement at the meeting, and that at that subsequent meeting those persons present in person and by proxy shall constitute a quorum. Except as otherwise provided in the Declaration or these Bylaws, an affirmative vote of a majority of the members present 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 assistant Secretary of the Association at or before the appointed time of each meeting.

ARTICLE III ADMINISTRATION

1. Association Responsibilities. The Oak Ridge Homeowners Association, Inc. hereinafter referred to as "Association", will have the rights and responsibilities as provided in the Amended Declaration and as otherwise allowed under Oklahoma law.

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

3. [RESERVED]

4. Annual Meetings. Annual meetings of the Association shall be held at the time and place designated by the Board of Directors in each succeeding year. At such meetings there shall be elected by ballot of the members a Board of Directors in accordance with the requirements of Paragraph 5 of Article IV of these Bylaws. The owners may also transact such other business of the Association as may properly come before them.

5. Special Meetings. It shall be the duty of the President to call a special meeting of the members as directed by resolution of the Board of Directors or upon a petition signed by a majority in voting interest of the owners and having been presented to the Secretary or Assistant Secretary of the Association. 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 President of such resolution or petition.

6. Notice of Meeting. It shall be the duty of the Secretary or Assistant Secretary of the Association to mail, email, post electronically or physically a notice of each meeting (annual or special), by first class mail with postage prepaid thereon, by email to an address for such Member, by posting on the Association's website or social media resource, or posting on a placard outside each entrance to Oak Ridge, stating the purpose thereof as well as the time and place it is to be held, to each owner of record at least thirty (30) days, but not more than thirty (30) days prior to such meeting. The mailing, emailing, electronic posting, or physical posting of notice in the manner provided in this paragraph shall be considered notice served. Notice of the annual meeting of the Association may also include notice of the subsequent meeting to be held in the event a quorum is not achieved at the called meeting.

7. Order of Business. Unless otherwise directed by the Board, the order of business at all meetings of the owners will be as follows:

- (a) Roll call and certifying proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and disposal of unapproved minutes;
- (d) Reports of officers;
- (e) Reports of committees;
- (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. At each annual meeting, there shall be elected no less than three (3) or more than seven (7) members of the Association to the Board of Directors, and who shall thereafter govern the affairs of this Association until their successors have been duly elected and qualified. The number of Directors may be increased or decreased at any annual meeting of the members. Nominations for election as a Director at any annual meeting of the Members shall be taken from the floor from any qualified Owner. No Owner who is not current in his, her or their annual dues may be nominated to be a Director.

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 and for the operation and maintenance of the Common Areas. 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 of Directors shall include, but shall not be limited to, the following, all of which shall be done for and 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 Association and supplements and amendments thereto.

- (b) Rules. To establish, make and enforce compliance with such reasonable rules as may be necessary for the operation, use and occupancy of the project with the right to amend same from time to time. A copy of such rules and regulations, or any amendments or changes thereto, shall be delivered or mailed to each owner within thirty (30) days following the adoption thereof.
- (c) Maintenance of Common Areas. Subject to the Board's business judgment, 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 as is provided in the Amended 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 and such other insurance policies as deemed appropriate by the Board of Directors.
- (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, 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 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 collect interest at the rate set by the Board of Directors in connection with assessments remaining unpaid more than thirty (30) days from 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 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 of Directors 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 or accounts for the common treasury and for all separate funds which are required or may be deemed advisable by the Board

of Directors.

- (k) Manage. To make repairs, additions, alterations and improvements to the general common areas consistent with managing the project consistent with the business judgment of the Board.
- (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.
- (m) Annual Statement. To prepare and deliver or make available annually to each owner a statement showing receipts, expenses, and disbursements since the last such statements.
- (n) Meetings. To meet at least quarterly, provided that any Board of Directors meeting may be attended and conducted by telephone or other device which permits all of the 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 in writing, setting forth the action so taken, shall be signed by all of the members of the Board.
- (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) Administration of Association. In general, to carry on the administration of this Association and to do all of those things necessary and reasonable in order to carry out the governing and the operation of this project.
- (q) Managing Agent. The Board of Directors may employ for the Association a management agent (Managing Agent) who shall have and exercise all of the powers granted to the Board of Directors by the Amended Declaration and Bylaws.
- (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 a community association manager in connection with the matters herein set forth, except that the Association may not encumber or dispose of the fee title of any Owner except to satisfy a lien, award or judgment against such Owner for violation of the Owner's covenants imposed by this Amended Declaration. The Association 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 Association shall be terminable by the Association 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 project.
- (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 Association or any owner to enforce the covenants, conditions, restrictions, easements, use limitations, obligations or other provisions of the Amended 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. Election and Term of Office: Staggered Office. Director terms should be staggered so that approximately one-half of the authorized Directors are elected each year. 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 January 1 and end on December 31. If a successor has not been elected at the end of a Director's term, that Directors term shall be extended until a successor has 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 Association 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 Association.

7. 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 a vote of two-thirds (2/3) of the members entitled to vote, 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, or for due cause, they may be removed from the Board and a successor selected and approved by a unanimous remainder of the Board who shall fill the unexpired term.

8. Directors' Organization Meeting. The organizational meeting of a newly elected Board of Directors shall be held following the annual members meeting as soon as practicably possible and agreed to among a majority of the newly elected Directors, 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, telephone or video, at least five (5) days prior to the day named for such 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, telephone or video, 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 President or Secretary or Assistant Secretary of the Association 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. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

13. [RESERVED]

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 Association may be reimbursed for expenses incurred by them in the performance of Association business.

ARTICLE V FISCAL MANAGEMENT

The provision for fiscal management of the association for and on behalf of all of the members as set forth in the Declaration shall be supplemented by the following provisions:

1. Fiscal Year. The fiscal year of the Association shall be the calendar year.

2. [RESERVED]

3. Accounts. The funds and expenditures of the members by and through the Association shall be credited and charged to accounts as the Board determines is appropriate.

ARTICLE VI OFFICERS

1. Designation. The officers of the Association shall be a President, Vice President, Secretary,

Treasurer and Chairman of the Maintenance Committee, all of whom shall be members of 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 Lot.

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 continuing approval of the Board.
3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may have their office removed either with or without cause, and their 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 be removed by vote of the owners or as provided elsewhere in these Bylaws.
4. President. The President shall be the chief executive officer of the Association. They shall preside at all meetings of the Association and of the Board of Directors unless otherwise agreed to by a majority of the Board. They shall have all of the general powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the owners from time to time as they may, in their discretion, decide are appropriate to assist in the operation of the Association or as may be established by the Board or by the members of the Association at any regular or special meeting.
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 their inability for any reason to exercise such powers and functions or perform such duties, and also perform any duties they are directed to perform by the President.
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; they shall have charge of such books and papers as the Board of Directors may direct; and they 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 Association a complete list of members and their last known addresses as shown on the records of the Association. 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.
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. They 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.

ARTICLE VII INDEMNIFICATION OF OFFICERS, DIRECTORS AND MANAGING AGENT

1. Indemnification. The Association shall indemnify through insurance or other means every Director, Officer, 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 party by reason of their being or having been a Director, Officer or 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. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of their duty as such Director, Officer or agent in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Director, Officer or agent may be entitled. All liability, loss, damage, cost 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; provided, however, that nothing in this Article VII shall be deemed to obligate the Association to indemnify any member or owner of a Lot who is or has been a director or officer of the Association with respect to any duties or obligations assumed or liability incurred by them under and by virtue of the Declaration.

2. No Personal Liability. Contracts or other commitments made by the Board of Directors, Officers or the Managing Agent shall be made as agent for the members, and they shall have no personal responsibility on any such contract or commitment (except as members), and the liability of any member on such contract or commitment shall be limited to such proportionate share of the total liability thereof as the common interest of each member bears to the total assets of the Association.

ARTICLE VIII AMENDMENT TO BYLAWS

1. Amendments to Bylaws. These Bylaws may be amended in writing according to law or by the Association at a duly constituted meeting called for such purpose or in any regular meeting so long as the notice of such meeting sets forth the complete text of the proposed amendment. Except as otherwise adopted pursuant to Oklahoma law, no amendment shall be effective unless approved by a 2/3rds vote of the members and memorialized in a writing signed by the Board of Directors.

ARTICLE IX MORTGAGES

1. Notice to Association. An owner who mortgages their Lot may notify the Association through the Managing Agent, if any, or the Secretary or Assistant Secretary of the Association, giving the name and address of their mortgagee. The Association would then maintain such information for the uses and purposes set forth herein.

2. Notice to Mortgagees of Unpaid Common Assessments. The Board of Directors, whenever requested in writing by a mortgagee of a Lot, shall promptly report any then unpaid annual dues owed by the owner thereof.

3. Examination of Books by Owners and Mortgagees. Each owner shall be permitted to examine the books of account of the Lot at reasonable time, on business days, after written request upon reasonable notice, and shall be permitted to receive, upon request, financial statements of the Association.

ARTICLE X EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING ADDRESS AND DESIGNATION OF VOTING REPRESENTATIVE

1. Proof of Ownership. Upon request by the Managing Agent or Board of Directors, a person shall furnish to the Managing Agent or Board of Directors sufficient evidence that such person has an interest or ownership in the Lot for purposes of demonstrating membership within the Association.

2. Closing and Acknowledgment of Restrictions. In conjunction with furnishing to parties such as closing agents, notice of any lien claim by the Association 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 Association, if any. Copies of these instruments will be furnished by the Association for this purpose to every Lot Owner, 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 Association 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, 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 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, their right to vote shall be established by the record title thereto. If title to a Lot 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 thereat to cast whatever vote the owner might cast if they 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 members.

ARTICLE XI RULES

1. Rules and Regulations. The Board of Directors, pursuant to Article IV of these Bylaws, reserves the power to establish, make and enforce compliance with such additional rules as 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 will be furnished to each owner prior to the date when the same shall become effective.

ARTICLE XII VIOLATIONS BY OWNERS

1. Enforcement. The violations of any covenant, restriction, bylaw, rule or regulation shall give the Board of Directors or the Managing Agent the rights afforded the Association under law and the governing documents.

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 Amended Declaration or these Bylaws, or be in violation of any of the terms of the Amended 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 and/or voting rights 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 various committees as needed or desired, 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 committees.

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

ARTICLE XIV COMPENSATION

This Association is not organized for profit. No member, member of the Board of Directors, Officer or person from whom the Association 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 Association 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 his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE XV EXECUTION OF DOCUMENTS

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

ARTICLE XVI MISCELLANEOUS

1. Conflict in Documents. In the event that any inconsistency or conflict exists between the items 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 punitive action (other than collection of assessments and filing of liens) may be finally imposed by the Board of Directors, each owner shall have the right after receiving notice of the Board's intended imposition of a fine or other punitive action, of not less than ten (10) days written or electronic notice provided to the owner, a hearing before the Board of Directors, en banc, shall then be available to an owner to present evidence for the purpose of avoiding or mitigating any penalty or punitive action at which hearing both the Association 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 Association 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 effect 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 Lot are specifically made the responsibility of the owner thereof.

EXECUTED this 25th day of September, 2024.

DIRECTORS

Gary L. Bird
GARY L. BIRD

Clifford J. Miller
CLIFFORD J. MILLER

Frederic E. Leighty
Frederic E. Leighty

Stephanie Miller
Stephanie Miller

Pam Johnson
Pam JOHNSON