

BY-LAWS
OF
HYDE PARK AT TULSA HILLS HOMEOWNERS ASSOCIATION, INC.
(Restated Subsequent to Relinquishment of Developer Control)

Article I

Name, Membership, Applicability and Definitions

Section 1. Name. The name of the Association shall be Hyde Park at Tulsa Hills Homeowners Association, Inc. (hereinafter sometimes referred to as the "Association").

Section 2. Membership. Membership in the Association shall be governed by the provisions of the Declaration of Covenants, Conditions and Restrictions for Hyde Park at Tulsa Hills Homeowners Association, Inc., (hereinafter the "Declaration"), as recorded in the Office of the County Clerk of Tulsa County, Oklahoma, Document No. 2013102770, as such Declaration may be amended, renewed, or extended from time to time, and the Hyde Park of Tulsa Hills Deed Of Dedication and Restrictive Covenants (hereinafter the "Deed of Dedication"), as recorded in the office of the County Clerk for Tulsa County as Document No. 6394, as such Deed of Dedication may be amended, renewed, or extended from time to time.

Section 3. Definitions. The words used in these By-Laws shall have the same meaning as set forth in such Declaration unless the context otherwise requires.

Article II

Association: Meetings, Quorum, Voting, Proxies

Section 1. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association at 8450 South Phoenix Place, Tulsa, Tulsa County, Oklahoma 74132, or at such other suitable place convenient to the Members as may be designated by the Board of Directors (hereinafter the "Board").

Section 2. Annual Meetings. Regular annual meetings of the Members of the Association shall be held at 6:00 pm on the last Tuesday of April, or within thirty (30) days thereof as may be determined by the Board, unless otherwise provided by the Board.

Section 3. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of the Board of Directors or upon a petition signed by Members representing at least twenty-five percent (25%) of the total votes of the Association. The notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail or email or cause to be mailed or emailed (or other type of electronic form) notice to each Association Member of each annual or special meeting of the Association, stating the date, time and place where it is to be held, and in the case of a special meeting, the purpose of the meeting. If an Association Member wishes notice to be given at an address other than his or her Lot, he or she shall designate such other notice in writing to the Secretary of the Association. The mailing or electronic form of delivering a meeting notice, in the manner provided in this Section shall be considered service of notice. The notice shall be served not less than ten (10) nor more than thirty (30) days before a meeting.

Section 5. Waiver of Notice. Waiver of notice of any meeting of the Members shall be deemed the equivalent of proper notice. Attendance at a meeting by a member shall be deemed waiver by such member of notice of the time, date, and place thereof. Attendance at a special meeting shall also be deemed waiver of notice of the purpose of such meeting.

Section 6. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, the Board will adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. If at the adjourned meeting a quorum still cannot be reach, the Board of Directors is authorized to conduct the business of the Association that was on the agenda for the original meeting as if a quorum had been present, and such business shall be considered the official business of the Association.

Section 7. Voting. The voting rights of the members and the Members shall be as setforth in the Declaration, and such voting rights are specifically incorporated herein. At all meetings, each Member shall vote in person or by a written and signed proxy.

Section 8. Proxies. Members may vote by a written and signed proxy. Proxies shall be submitted to a Board member prior to the meeting. The Member may designate a particular party to serve as his or her proxy to cast the vote of the Member submitting the proxy either on a particular issue or on all issues that may come before the Association at the meeting. If no particular party is named on the proxy, the Secretary of the Association shall vote that member's ballot in accordance with the majority vote of the Members present at the meeting.

Section 9. Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence of more than fifteen percent (15%) of the Members shall constitute a quorum at all meetings of the Association.

Section 10. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring thereat.

Section 11. Action by Consent in Lieu of Meeting. Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting if a consent in writing setting forth the action with respect to the subject matter thereof is approved by a minimum of seventy-five percent (75%) of the Members unless a high percentage is required elsewhere in governing documents.

ARTICLE III

Board of Directors: Number, Powers, Meetings

A. Composition and Selection.

Section 1. Governing Body; Composition. The affairs of the Association shall be governed by the Board. The Directors shall be elected from the body of Association Members, provided, however, no Board member shall serve simultaneously with another individual residing in the same household.

Section 2. Number of Directors and Term of Office. At the annual meeting of the Members, the Members shall elect a total of five (5) Board members whose terms shall be staggered. Beginning in 2024, two (2) seats shall be elected, and in 2025, three (3) seats shall be elected. Each Director shall serve for a term of two (2) years.

Section 3. Nomination of Directors. Nominations for election to the Board may be made by any Association Member. All candidates shall have a reasonable opportunity to communicate their qualifications to the Association Members and to solicit votes.

Section 4. Election and Term of Office. At the first annual meeting of the membership after the termination of the right of the Developer to appoint Board members, beginning at the annual meeting in 2024, Directors shall be elected by the Members representing the Association Members. Each Member shall be entitled to cast one (1) vote with respect to each vacancy to be filled from each slate on which such Member is entitled to vote. There shall be no cumulative voting. The candidate(s) receiving the most votes shall be elected. The members of the Board shall hold office until their respective successors shall have been elected by the Association. Voting for Directors shall be by secret ballot taken in person, by proxy or by written consent.

Section 5. Removal of Directors and Vacancies. Any 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 the death or resignation of a Director, his or her successor shall be selected by a majority of the remaining members of the Board and shall serve for the unexpired term of the predecessor. Any Director may be removed from the Board for cause by a majority vote of the Board. Reasons to remove a Director for cause include but not limited to: ethical or criminal violations; conflicts of interest; failure to fulfill duties; hostile, toxic, or abusive behavior to the point of hindering the Board from conducting business. In the event of removal of a Director by the Board, his or her successor shall be elected by a majority of the Members.

B. Meetings.

Section 6. Organizational Meetings. The first meeting of the Board Directors shall be held with thirty days (30) after the Association's annual meeting at such time and place as shall be fixed by the Board.

Section 7. Regular Meetings. Regular meetings of the Board 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 four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the date, time and place of the meeting shall be communicated to Directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting.

Section 8. Special Meetings. Special meetings of the Board shall be held when called by mail or email (or other type of electronic form) by any Director. The notice shall specify the date, time and place of the meeting and the nature of any special business to be considered. Notice shall be provided at least seventy-two (72) hours before meeting.

Section 9. Waiver of Notice. The transactions of any meeting of the Board, however called and notice or wherever held, shall be valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice of consent need not specify the purpose of the meeting.

Section 10. Quorum of the Board. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board.

Section 11. Compensation. No Director shall receive any compensation for any service he or she may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties. If the expenses incurred were approved by at least two (2) other Directors.

Section 12. Conduct of Meetings. The President shall preside over all meetings of the Board, and the Secretary shall keep a minute book of the Board of Directors, recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings.

Section 13. Open Meetings. Subject to the provisions of Section 14 of this Article, all meetings of the Board shall be open to all Members but Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any Member may speak. Notwithstanding the above, the President may adjourn any meeting of the Board and reconvene in executive session, excluding Members, to discuss matters of a sensitive nature, such as pending or threatened litigation, personnel matters, etc.

Section 14. Action Without a Formal Meeting. Any action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors. A fully executed copy of the action taken shall be mailed to each member within three (3) days after the written consents of all the Board members have been obtained.

C. Powers and Duties.

Section 15. Powers. Except as otherwise provided herein or in the Declaration with respect to the Directors selected by the Developer, the Board shall be responsible for the affairs of the Association and shall have all of 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 authorized by the Deed of Dedication, Declaration, Design Guidelines, Articles, or these By-Laws, directed to be done and exercised exclusively by the Board.

The Board may delegate to one of its members the authority to act on behalf of the Board 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.

In addition to the duties imposed by these By-Laws or by any resolution of the Association that may be hereafter adopted, the Board shall have the power to perform, but not be limited to performing, the following (to be exercised if, in the judgment of the Board, 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 established in Article III, Section 6 of the Declaration to pay for the Common Expenses and Neighborhood Expenses set forth in the Declaration.
- (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 such assessments in accordance with Article III, Section 6 of the Declaration.
- (c) designating, hiring, and dismissing the personnel necessary for the performance of the duties of the Association pursuant to the provisions of the Declaration, 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.
- (d) making and amending rules and regulations for the Association which do not conflict with the Deed of Dedication, Design Guidelines, Article of Incorporation of the Association, these By-Laws, or the Design Guidelines adopted by the Association.
- (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, Declaration, Design Guidelines, 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. Such books and vouchers accrediting the entries thereupon shall be available for examination by the Association Members and mortgagees, their duly authorized agents, accountants, or attorneys, during general business hours on working days at the time and in a manner that shall be set and announced by the Board for the general knowledge of the Association Members. 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 the Association and not reserved to the Association Members by the Deed of Dedication, Declaration, the Articles of Incorporation of the Association, or the other provisions of these By-Laws.
- (i) To suspend the voting rights and use of the Common areas and facilities of a Member during any period in which such member shall be in default in the payment of any assessment levied by the Association.

Section 16. Borrowing. The Board shall have the power to borrow money from a credible banking or financial institution but only in the case of an emergency when a special assessment is not feasible or is insufficient to cover the necessary cost.

Section 17. Fining and Suspension Procedure. The Board shall not impose a fine unless and until notice of the violation is given as provided in subsection as follows:

(a) **Notice.** If any provision of the Deed of Dedication, Declaration, By-Laws, Design Guidelines or duly adopted Rules of the Association is violated, the Board shall serve the violator with written notice which shall state: (i) the nature of the alleged violation and the proposed sanction to be imposed. If a challenge is not made, the sanction shall be imposed provided, the Board may, in its discretion, waive any sanction if the violation is cured within timeframe provided or at a later date by agreement of the parties. If the violation continues, The Board of Directors shall be authorized to levy fines. The amount and frequency of such fine shall be set by the Board of Directors based on the totality of the circumstances and taking into consideration the nature and effect of the violation on other members and the Association. The Board of Directors may adopt a fine schedule, and any such schedule shall be circulated to all owners. Any fine levied by the Board of Directors shall be considered an assessment, and if not paid, may be enforced in a like manner as any other assessment for the Association.

(b) **Additional Enforcement Rights.** Notwithstanding anything to the contrary herein contained, the Association, acting through its Board, may elect to enforce any provision of the Deed of Dedication, Declaration, Design Guidelines, 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 any violation or to recover monetary damages or both without the necessity for compliance with the procedure set forth in subsections (a) and (b) above.

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, Declaration, Design Guidelines, 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.

ARTICLE IV

Officers

Section 1. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. All officers shall be elected from among the members of the Board.

Section 2. Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually, for a term of one (1) year, by the Board at the first meeting of the Board following each annual meeting of the Association Members, as herein set forth in Article II. A vacancy in any office arising because of death, resignation, removal or otherwise, may be filled by the Board for the unexpired portion of the term. No person may hold more than one office.

Section 3. Removal. Any officer may be removed by the Board whenever in its judgment the best interests of the Association will be served thereby.

Section 4. Powers and Duties. The Officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board or by the Declaration. The Treasurer, if directed by the Board, shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee or a management company or agent, or both.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the 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 6. Agreements, Contracts, Deed, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed only by authority of the Board and shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board.

Article V

Committees

Committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall be composed as required by law and shall operate in accordance with the terms of the resolution of the Board designating the committee or with rules adopted by the Board.

Article VI

Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Association shall begin January 1 and end on December 31.

Section 2. Parliamentary Rules. Except as may be modified by a Board resolution establishing modified procedures, *Robert's Rules of Order* (current edition) shall govern the conduct of the Association proceedings when not in conflict with Oklahoma law, the Articles of Incorporation, the Declaration, or these By-Laws.

Section 3. Conflicts. If there are conflicts or inconsistencies between the provisions of Oklahoma law, the Declaration, the Articles of Incorporation, and these By-Laws, then the provisions of Oklahoma law, the Declaration, By-Laws, and the Articles of Incorporation, and (in that order) shall control.

Section 4. Books and Records.

- (a) Inspection by Association Members and Mortgagees. The Declaration, and By-Laws, membership register, books of account and minutes of meetings of the Association Members, the Board, and committees shall be made available for inspection and copying by any mortgagee, Association Members, or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a member, at the office of the Association or at such other place as the Board shall prescribe. A reasonable fee for any labor or copies

generated by or associated with the request shall be assessable against the owner making the request.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

- (i) notice to be given to the custodian of the records.
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing copies of documents requested.

Section 5. Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by class mail postage prepaid.

(a) if to an Association Member, at the address which such Person has designated in writing and filed with the Secretary, or if no such address has been designated, at the post office address of the Lot of such Owner; or

(b) if to the Association, the Board, or a management company or agent, if any, at the principal office of the Association or the management company or agent, if any, or at such other address as shall be designated by the notice in writing to the owners pursuant to this Section.

Section 6. Amendment. These By-Laws may be amended only by a majority of the Board. However, the percentage of votes necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes, if any, required for action.

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IN WITNESS WHEREOF, the undersigned being all the Directors of Hyde Park at Tulsa Hills Homeowners Association, Inc., have hereunto subscribed their names on the 4th day of April, 2024.

DIRECTORS

/S/ Cathy Covington
Cathy Covington

/S/ Floran Schneider
Floran Schneider

/S/Debbie Moutsos
Debbie Moutsos

/S/ Patty L Colwell
Patty L Colwell

/S/Pat Regan
Pat Regan