

BY-LAWS
OF
HYDE PARK AT TULSA HILLS
HOMEOWNERS ASSOCIATION, INC.

June 1, 2013
Bylaws
Hyde Park at Tulsa Hills
Homeowners Association, Inc.

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Article I

Name, Membership, Applicability and Definitions

Section 1. Name. The name of the Association shall be Hyde Park at Tulsa Hills, 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, Inc., (hereinafter the "Declaration"), as recorded in the Office of the County Clerk of Tulsa County, Oklahoma, AS Document No. 2013 _____, as such Declaration 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 6126 South Memorial Drive, Tulsa, Tulsa County, Oklahoma 74133, or at such other suitable place convenient to the Voting Members as may be designated by the Board of Directors.

Section 2. Annual Meetings. Regular annual meetings of the Voting Members of the Association shall be held at 7:30 p.m. on the last Tuesday of April (begin April 29, 2014), unless otherwise provided by the Association, or by its Board of Directors.

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 Voting Members representing at least ten percent (10%) 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 to cause to be delivered to each Association Member a notice 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 address by notice in writing to the Secretary of the Association. The mailing or delivering of a notice of meeting in the manner provided in this Section shall be considered service of notice. Notice shall be served not less than ten (10) nor more than thirty (30) days before a meeting.

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Section 5. Waiver of Notice. Waiver of notice of any meeting of the Voting Members shall be deemed the equivalent of proper notice. Any member may, in writing, waive notice of any meeting of the Voting Members, either before or after such meeting. Attendance at a meeting by a member shall be deemed waiver by such member of notice of the time, date, and place thereof, unless such member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of the purpose of such meeting, unless an Association Member objects to proper notice of such meeting before the business of the meeting is put to a vote.

Section 6. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a majority of the Voting Members who are present at such meeting may 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. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Voting Members in the manner prescribed for regular meetings. In all other cases, notice of such adjourned meeting is not required.

Section 7. Voting. The voting rights of the members and the Voting Members shall be as set forth in the Declaration, and such voting rights are specifically incorporated herein. At all meetings, each member shall vote in person or by alternate, or in the case of a corporation or partnership, by an officer or partner of such entity.

Section 8. Proxies. Voting Members may not vote by proxy but only in person or through their designated alternates.

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 Voting 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. In lieu of a regular or special meeting, the Voting Members may take action by written consent as permitted by law. Such written consents shall be filed with the Secretary and the Secretary shall make a written report of same to be kept with the other minutes of meetings of the Association.

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 a Board of Directors. Except as provided in Section 2 of this Article, the Directors shall be Association Members or a spouse of an Association Member, provided, however, no person and his or her spouse may serve on the Board at the same time. In the case of an Association Member which is not a natural person, the person designated in writing to the Secretary of the Association as the representative of such Association Member shall be eligible to serve as a director.

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Section 2. Directors During Developer Control. Subject to the provisions of subsection 2.2 below, the directors shall be selected by the Developer acting in its sole discretion and shall serve at the pleasure of the Developer until the first to occur of the following:

- (a) when one hundred percent (100%) of the Lots permitted by applicable zoning laws and regulations for the property described on the Declaration have certificates of occupancy issued thereon and have been conveyed to Persons other than the Developer or builders;
- (b) December 31, 2020; or
- (c) when, in its discretion, the Developer so determines.

Section 2.1 Right To Disapprove Actions. Until the first to occur of (a) one hundred percent (100%) of the Lots permitted by applicable zoning laws and regulations for the property described on the Declaration have certificates of occupancy issued thereon and have been conveyed to Persons other than the Developer or builders or (b) December 31, 2020, the Developer shall have a right to disapprove actions of the Board of Directors or any committee, as is more fully provided in this subsection. This right shall be exercisable only by the Developer, its successors, and assigns who specifically take this power in a recorded instrument. The right to disapprove shall be as follows:

No action, policy or program authorized by the Board of Directors or any committee shall become effective, nor shall any action, policy, or program be implemented until and unless:

(a) The Developer shall have been given written notice of all meetings and proposed actions approved at meetings of the Association, the Board of Directors or any committee thereof by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, as it may change from time to time, which notice complies as to the Board of Directors meetings with Article III, Sections 8, 9, and 10, of these By-Laws and which notice shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth in reasonable particularity the agenda to be followed at such meeting; and

(b) The Developer shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Board of Directors, any committee thereof, or the Association. The Developer, its representatives or agents may make its concerns, thoughts, and suggestions known to the Board of Directors and/or the members of the subject committee and/or the Board of Directors. The Developer shall have and is hereby granted a right to disapprove any such action, policy, or program authorized by the Association, the Board of Directors or any committee thereof if Board of Directors, committee, or Association approval is necessary for such action. This right may be exercised by the Developer, its representatives, or agents at any time within thirty (30) days following the meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to block proposed actions but shall not extend to the requiring of any action or counteraction on behalf of any committee, or the Board of Directors or the Association. The Developer shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

Section 2.2. Election and Term of Office. Notwithstanding any other provision contained herein:

(a) Within 30 days after the time Association Members, other than the Developer or a builder, own forty percent (40%) of the Lots permitted by applicable zoning laws and regulations for the property described on the Declaration or whenever the Developer earlier determines, the Association shall call a special meeting at which Voting Members representing the Association Members, other than the Developer, shall be entitled to elect one (1) of the three (3) directors, who shall be an at-large director. The remaining two (2) directors shall be appointees of the Developer. The director elected by the Voting Members shall not be subject to removal by the Developer acting alone and shall be elected for a term of two (2) years or until the happening of the event described in subsection (b) below, whichever is shorter. If such director's term expires prior to the happening of the event described in subsection (b) below, a successor shall be elected for a like term.

(b) Within thirty (30) days after the time Association Members, other than the Developer or a builder, own sixty percent (60%) of the Lots permitted by applicable zoning laws and regulations for the property described on the Declaration, or whenever the Developer earlier determines, the Board shall be increased to five (5) directors. The Association shall call a special meeting at which Voting Members representing the Association Members, other than the Developer, shall be entitled to elect two (2) of the five (5) directors, who shall serve as at-large directors. The remaining three (3) directors shall be appointees of the Developer. The directors elected by the Voting Members shall not be subject to removal by the Developer acting alone and shall be elected for a term of two (2) years or until the happening of the event described in subsection (c) below, whichever is shorter. If such directors' terms expire prior to the happening of the event described in subsection (c) below, successors shall be elected for a like term.

(c) Within 30 days after the time eighty percent (80%) of the Lots permitted by applicable zoning laws and regulations for the property described on the Declaration have certificates of occupancy issued thereon and have been conveyed to Persons other than the Developer or builders, the Association shall call a special meeting at which Voting Members representing the Association Members, other than the Developer, shall be entitled to elect three (3) of the five (5) directors, who shall serve as at-large directors. The remaining two (2) directors shall be appointees of the Developer. The directors elected by the Voting Members pursuant to this subsection shall not be subject to removal by the Developer acting alone and shall serve until the following annual meeting. If such annual meeting occurs within thirty (30) days after the termination of the right of the Developer to appoint a majority of the members of the Board of Directors, as provided in these By-Laws, this subsection shall not apply and directors shall be elected in accordance with Section 5 below.

Section 3. Number of Directors. The number of Directors in the Association shall be not less than one (1) nor more than three (3) during the period of Developer appointment, and shall be five (5) thereafter.

Section 4. Nomination of Directors. Except with respect to Directors selected by the Developer, nominations for election to the Board of Directors 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.

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Section 5. Election and Term of Office. At the first annual meeting of the membership after the termination of the right of the Developer to appoint a majority of the members of the Board of Directors, as provided in these By-Laws, and at each annual meeting of the Association thereafter, five (5) directors shall be elected by the Voting Members representing the Association Members, with an equal number of directors elected from each Voting Group and any remaining directorships filled at large by the vote of all Voting Members. Each Voting Member shall be entitled to cast one (1) vote with respect to each vacancy to be filled from each slate on which such Voting Member is entitled to vote. There shall be no cumulative voting. The candidate(s) receiving the most votes shall be elected. Each Director shall serve for a term of one (1) year. At the expiration of the term of office of each of the initial members of the Board of Directors, a successor shall be elected to serve for a term of one (1) year. The members of the Board of Directors 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 as set forth in Section 2.8 of the Declaration.

Section 6. Removal of Directors and Vacancies. A Director may be removed from office prior to the expiration of his or her term by the votes of a Majority of the Association Members then entitled to cast votes with respect to a given matter in accordance with the procedures set forth in subsection (c) of Section 2.5 of the Declaration.

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.

B. Meetings.

Section 7. Organizational Meetings. The first meeting of the members of the newly elected Board of Directors following each annual meeting of the association shall be held within thirty (30) days after the Association annual meeting at such time and place as shall be fixed by the Board.

Section 8. 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 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 9. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President, Vice President, or Secretary of the Association, or by any of the Directors. The notice shall specify the date, time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by one of the following methods: (a) personal delivery, or (b) written notice by first class mail, postage prepaid. All such notice shall be given or sent to the Director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery shall be delivered at least seventy-two (72) hours before the time set for the meeting.

Section 10. Waiver of Notice. The transactions of any meeting of the Board of Directors, 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 11. Quorum of Board of Directors. At all meetings of the Board of Directors, 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 of Directors.

Section 12. Compensation. No Director shall receive any compensation from the Association for acting as such unless approved by a Majority vote of the Association Members at a regular or special meeting of the Association.

Section 13. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings.

Section 14. Open Meetings. Subject to the provisions of Section 15 of this Article, all meetings of the Board shall be open to all Voting Members, but Voting 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 Voting Member may speak. Notwithstanding the above, the President may adjourn any meeting of the Board of Directors and reconvene in executive session, excluding Voting Members, to discuss matters of a sensitive nature, such as pending or threatened litigation, personnel matters, etc.

Section 15. 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 16. Powers. Except as otherwise provided herein or in the Declaration with respect to the Directors selected by the Developer, the Board of Directors 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 not by the Declaration, 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 by 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 established in Article V 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 V of the Declaration;

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(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 Declarations, Articles 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 Declaration, 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 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 of Directors 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 Declaration, the Articles of Incorporation of the Association, or the other provisions of these By-Laws.

Section 17. Borrowing. The Board of Directors shall have no power to borrow money for the purpose of repair or restoration of the Common Areas unless a simple majority of the Association Members shall have approved, at a meeting held pursuant to Article II hereof, a special assessment for the purpose of repaying such loan.

Section 18. 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 Declaration, 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; (iv) the name, address, and telephone number of a person to contact to challenge the proposed action; and (v) 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 any sanction if the violation is cured within such ten (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.

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(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 Declaration, 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. 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 Declaration, 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 19. Prohibited Acts. The Board of Directors shall not take any of the following actions except with the written consent of a Majority 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 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 of Directors.

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

Section 3. Removal. Any officer may be removed by the Board of Directors 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 of Directors or by the Declaration. The Treasurer, if directed by the Board of Directors, 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 of Directors, 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 of Directors 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 of Directors.

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 of Directors designating the committee or with rules adopted by the Board of Directors.

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Article VI

Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Association shall be a calendar year or as set by resolution of the Board of Directors.

Section 2. Parliamentary Rules. Except as may be modified by 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, the Articles of Incorporation, and the By-Laws (in that order) shall control.

Section 4. Books and Records.

(a) Inspection by Association Members and Mortgagees. The Declaration any 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.

(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.

(c) Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and copies of documents at the expense of the Association.

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 registered mail, return receipt requested, first-class 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 of Directors, 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.

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Section 6. Amendment. These By-Laws may be amended only by a Majority of the Board of Directors. 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 to be taken under that clause.

IN WITNESS WHEREOF, the undersigned being all the Directors of Hyde Park at Tulsa Hills, Inc., have hereunto subscribed their names on June 1, 2013.

DIRECTORS

Guy W. Lewis, Director

Michael D. Hannam, Director

John D. Wyrick, Director