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**BYLAWS  
OF  
OAK RIDGE PROPERTY OWNER'S ASSOCIATION, INC.**

**ARTICLE ONE  
Name and Location**

The name of the corporation is OAK RIDGE PROPERTY OWNER'S ASSOCIATION, INC., an Oklahoma non-profit corporation (hereinafter referred to as the "Association"). The principal office of the Association shall be located at 11920 Oak Ridge Drive, Kingston, Oklahoma 73439-5158 in Marshall County, Oklahoma.

**ARTICLE TWO  
Definitions**

The following words, when used in these Bylaws, shall have the following definitions and meanings:

- a. "Association" shall mean and refer to the OAK RIDGE PROPERTY OWNER'S ASSOCIATION, INC., its successors and assigns.
- b. "Properties" shall mean and refer to the land and premises located in Marshall County, State of Oklahoma, known as the Oak Ridge Subdivision, according to the plat recorded in the Public Records of Marshall County, Oklahoma, and any additions thereto as may hereafter be brought within the jurisdiction of the Association.
- c. "Declaration" shall mean and refer to:
  - 1) any and all restrictive covenants and covenants running with the land directly or indirectly pertaining to the Properties, as recorded in the Public Records of Marshall County, Oklahoma;
  - 2) any further or subsequent supplements, amendments, additions or modifications to the foregoing instruments, all of which are incorporated herein by reference for all purposes.
- d. "Common Properties" shall mean and refer to any and all areas of land within the Properties which are known, described or designated as common green, common area, recreational easements, green belts, open spaces, private streets, jogging and bicycle trails, swimming pools, tennis courts, recreational centers or bodies of water on any recorded subdivision plat of the Properties or intended for or devoted to the common use and enjoyment of the Members of the Association; central water system and central sewer system within the subdivision and any and all improvements that are now or may hereafter be constructed thereon.

- e. "Lot" shall mean and refer to any plot or tract of land shown upon any recorded subdivision map(s) or plat(s) of the Properties, as amended from time to time, which is designated as a lot thereon.
- f. "Owner" shall mean and refer to each and every person or entity who is a record owner of a fee or undivided fee interest in any Lot; however, the word "Owner" shall not include person(s) or entity(ies) who hold a bona fide lien or interests in a Lot merely as security for the performance of an obligation.
- g. "Member" shall mean and refer to each Owner of a Lot.

ARTICLE THREE  
Membership

Section 1. Every person or entity who is now or hereafter becomes an owner shall automatically be and must remain a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. The rights of membership are subject to the payment of monthly and special assessments levied by the Association, the obligation of which assessments is imposed against each Owner of, and becomes a lien upon, the Lot against which such assessments are made as provided by the Declarations.

Section 3. The membership rights of any person whose interest in the Properties is subject to assessment, whether or not he or she be personally obliged to pay such assessment, may be suspended by action of the Board of Directors during the period when the assessment remains unpaid; but, upon payment of such assessment, his or her rights and privileges shall be automatically restored. If the Board of Directors has adopted and published rules and regulations governing the use of the Common Properties and the personal conduct of any person thereon, they may, in their discretion, suspend the rights of any such person of violation of such rules and regulations for a period not to exceed sixty (60) days.

ARTICLE FOUR  
Voting Rights

The Association shall have one class of voting membership. Members shall be entitled to one (1) vote for each Lot in which they hold interests required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, may determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

ARTICLE FIVE

Property Rights and Rights of Enjoyment of the Common Properties

**Section 1.** Each Member and their immediate family shall be entitled to the use and enjoyment of the Common Properties in accordance with the terms and provisions of the Declarations or as may be otherwise prescribed by the Association.

**Section 2.** No Member may further delegate his or her rights of enjoyment in the Common Properties and facilities without the prior written consent of the Association (and the Association shall have absolute discretion in this regard). Such Member shall notify the Secretary, in writing, of the name of any such person and of the relationship of the Member to such person, and a signed waiver of responsibility and/or personal injury including but not limited to; (VRBO, AirBnB, Vacasa, TripAdvisor, Booking.com, etc.) will be signed by the property owner. The rights and privileges of each such person are subject to suspension to the same extent as those of the Member and shall be subject to any applicable rules and regulations that may be adopted from time to time by the Board of Directors of the Association. The Board of Directors may, from time to time, establish and promulgate additional rules and requirements concerning the delegation of enjoyment rights.

ARTICLE SIX

Association Purposes and Powers

This Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are:

- a. to provide for the acquisition, construction, management, maintenance and care of the Association property;
- b. to provide for and assist in maintenance, preservation and architectural control of the Properties and to promote the health, safety and welfare of the Owners and residents of the Properties;
- c. to own; operate and maintain or transfer the central water system to an outside water source, and own and operate the sewer system for the use and benefit of the owners and residents of the Property;
- d. to borrow money (if necessary) and to acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association, subject to the terms and provisions of, and limitations and prohibitions within, the applicable Oklahoma non-profit corporation laws;
- e. to cause the Common Properties to be maintained, operated, regulated and administered in accordance with any applicable terms and conditions of the Declarations or as may be otherwise prescribed by the Association;
- f. to exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as may be set forth in the Declarations or as may be otherwise prescribed by the Association;

- g. to fix, levy, collect and enforce payment by any lawful means, all charges, fees or assessments provided for by the terms of the Declarations and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including any licenses, taxes, or governmental charges which may be levied or imposed against the Common Properties or any other property owned by the Association;
- h. Insofar as permitted by law; to do any other thing that, in the opinion of the Board of Directors of the Association, will promote the common benefit and enjoyment of the owners and residents of the Properties; provided, however, that no part of the net earnings of the Association shall inure to the benefit of or be distributable to any Member, director or officer of the Association, or any private individual (except that reasonable compensation may be paid for services rendered to or for the Association related or pertaining to one or more of its purposes); and provided further that no part of the activities of the Association shall include carrying on propaganda, or otherwise attempting to influence legislation, or participating in, or intervening in (including the publication or distribution or statements) any political campaign on behalf of any candidate for public office.

ARTICLE SEVEN  
Board of Directors

Section 1. The business and affairs of the Association shall be initially managed by a board of three (3) directors. The number of directors may thereafter be changed in accordance with the Bylaws of the Association, but shall in no event be less than three (3) nor more than seven (7) individuals. The directors shall be elected at the annual meeting of the Members, except as provided in Section 2 of this Article, and each director elected shall hold office for a term of two (2) years or until his or her successor is elected and qualified.

Section 2: Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors, when a candidate becomes available. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office. Any directorship to be filled by reason of an increase in the number of directors shall be filled at any annual meeting of the Members or at a special meeting of the Members entitled to vote called for that purpose. Any director may be removed from the Board of Directors for cause (which means, taking or omitting a negligent, fraudulent, or criminal act significantly and adversely affecting the Association) by a majority vote of the Members appearing in person at an annual meeting or a special meeting of the Members, or by the affirmative vote of a majority of the directors at a properly called special meeting of the Board of Directors, whenever in its judgement, the best interests of the Association will be served thereby.

**Section 3:** The Board of Directors may exercise all such powers of the Association and do all such lawful acts and things as are not by statute or by the Declarations or by the Articles of Incorporation or by these Bylaws directed or required to be exercised or done by the Members. The Board, for the benefit of the Association, the Common Properties and the Owners, may provide, and may pay for, out of the maintenance fund(s) the following:

- a. care, preservation and maintenance of the Common Properties and the furnishing and upkeep of any desired personal property for use in or on the Common Properties;
- b. security arrangement;
- c. taxes, insurance and utilities (including, without limitation, electricity, gas, water and sewer charges) which pertain to the Common Properties only;
- d. the services of a person or firm to manage the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager;
- e. legal and accounting services; and
- f. any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alteration, taxes or assessment which the Board is required to obtain or pay for pursuant to the terms of the Declarations or which, in its option, shall be necessary or proper for the operation or protection of the Association or for the enforcement of the Declarations.

**Section 4:** The Board shall have, in addition to all powers of the Association not precluded by (i) statute, (ii) the Articles of Incorporation (iii) these Bylaws or (iv) the Declarations, the following additional rights, powers and duties;

- a. to execute all declarations of ownership for tax assessment purposes with regard to any of the Common Properties owned by it as an incorporated entity
- b. to borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit;
- c. to increase, decrease, amend or modify the maintenance fee schedule applicable to each and all of the Lots, and the fees for water and sewer services, the time and method of collection and any and all matters and aspects of any kind or character whatsoever arising out of or related to the maintenance fees for water or sewer fees; annual dues are not to be raised more than 5% a year without the vote of the majority of the votes entitled to be cast by Members in person or by proxy;
- d. to enter into contracts, maintain one or more bank accounts and to have all the powers necessary or incidental to the operation and management of the Association;
- e. to protect or defend the Common Properties from loss or damage by suit or otherwise, to sue or defend in any court of law in behalf of the Association and to provide adequate reserves for repairs and replacements;

- f. to make reasonable rules and regulations for the operation of the Common Properties and to amend them from time to time;
- g. to make available to each Owner after the end of each year an annual report;
- h. to adjust the amount, collect and use any insurance proceeds to repair damaged or replace lost property; and if proceeds are insufficient to repair damaged or replace lost property, to assess the Members in proportionate amounts to cover the deficiency; and
- i. to enforce the provisions of the Declarations and any rules made hereunder an to enjoin and seek damages from any Owner for violation of such provisions and rules.

Section 5: The Board shall have the exclusive right to contract for all goods, services and insurance, and the exclusive right and obligation to perform the function of the Board, except as otherwise provided herein.

Section 6: The Board, on behalf of the Association, shall have full power and authority to contract with any Owner for performance on behalf of the Association of services which the Association is otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.

**ARTICLE EIGHT**  
**Meetings of the Board of Directors**

Section 1: Meetings of the Board of Directors must be held within Marshall County in the State of Oklahoma or at such other location within 30 miles of The Oak Ridge Subdivision.

Section 2: The first meeting of each newly-elected Board of Directors shall be held at such time and place as shall be fixed by the vote of the Members present or represented by an appropriate proxy at the annual meeting of the Members and no notice of such meeting shall be necessary to the newly-elected directors in order to legally constitute the meeting. In the event of the failure of the Members to fix the time and place of such first meeting of the newly-elected Board of Directors, or in the event such meeting is not held at the time and place so fixed by the Members, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings for the Board of Directors, or as shall be specified in a written waiver signed by all of the directors.

Section 3: Regular meetings of the Board of Directors shall be held on the 2<sup>nd</sup> Thursday of each month at the Oak Ridge Clubhouse, 6 p.m. Unless otherwise agreed to by majority of the board.

Section 4: Special meetings of the Board of Directors shall be held when called by the President or by any two (2) directors. Written notice of special meetings of the Board of Directors shall be given to each director at least three (3) days before the date of the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 5: A majority of the directors shall constitute a quorum for the transaction of business and the act of the majority of the directors present in person or by proxy at a meeting at which a quorum is present shall be the act of the Board of Directors, unless a greater number is required by the Articles of Incorporation or the Declarations. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting until a quorum shall be present.

Section 6: The Board of Directors, by resolution adopted by a majority of the whole Board, may designate two (2) or more directors to constitute an executive committee, which committee, unless its authority shall be otherwise expressly limited by such resolution, shall have and may exercise all of the authority of the Board of Directors and the business and affairs of the corporation except where action of the Board of Directors is specified by statute. Vacancies in the membership of the committee shall be filled by the Board of Directors at a regular or special meeting of the Board of Directors. The executive committee shall keep regular minutes of its proceedings and report the same to the Board when required. The designation of such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member, thereof, of any responsibility imposed upon them by law.

#### ARTICLE NINE Officers

Section 1. The officers of the Association shall consist of a President, one or more Vice Presidents, a Secretary and a Treasurer and may include a Chairman of the Board, each of whom shall be elected by the Board of Directors.

Section 2. The Board of Directors, at its first meeting after each annual meeting of the Members, shall choose a President, one or more Vice Presidents, a Secretary and a Treasurer, none of whom need be a Member of the Board, and may appoint one of their number as Chairman of the Board.

Section 3. Such other officers and assistant officers and agents, as may be deemed necessary, may be elected or appointed by the Board of Directors.

Section 4. The officers of the Association shall hold office until their successors are chosen and qualified. Any officer or agent or Member of the Executive Committee elected or appointed by the Board of Directors may be removed by the Board of Directors whenever, in its judgement, the best interests of the Association will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Any vacancy occurring in any office of the Association by reason of death, resignation, removal or otherwise shall be filled by the Board of Directors.

#### President

Section 5. The President shall be the chief executive officer. The chief executive officer shall preside at all meetings of the Members and (if a Chairman of the Board has not been designated) the Board of Directors, and shall have such other powers and duties as usually pertain to such office or as may be delegated by the Board of Directors. The President shall have such powers and duties as usually pertain to such office, except as the same may be modified by the Board of Directors. Unless the Board of Directors shall otherwise delegate such duties, the President shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board of Directors are carried into effect.

Section 6. The President shall co-execute bonds, mortgages and other contracts requiring a seal, under the seal of the Association, except where required or permitted by law to be otherwise signed and executed, and except where the signing and execution thereof shall be expressly co-executed with the treasurer.

#### Vice-President

Section 7. The Vice-Presidents, in the order of their seniority, unless otherwise determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of the President. They shall perform such other duties and have such other powers as the Board of Directors shall prescribe.

#### Secretary

Section 8. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Members, and record all the proceedings of the meetings of the Association and of the Board of Directors in a book to be kept for that purpose. He or she shall give, or cause to be given, notice of all meetings of the Members and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President,



under whose supervision he or she shall be. The Secretary shall keep in safe custody the seal of the Association, and when authorized by the Board of Directors, affix the same to any instrument requiring it, and when so affixed, it shall be attested by his or her signature.

Section 9. Any Assistant Secretaries, in the order of their seniority, unless otherwise determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the power of the Secretary. They shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

#### Treasurer

Section 10. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. The Treasurer shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the association, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly co-executed with the elected President.

Section 11. The Treasurer shall disburse the funds of the Association as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors at its regular meetings, or when the Board of Directors so requires, an account of all his or her transactions as Treasurer and of the financial condition of the Association.

Section 12. If required by the Board of Directors, the Treasurer shall give the Association a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his or her office and for the restoration to the Association, in case of his or her death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his or her possession or under his or her control belonging to the Association.

Section 13. Any Assistant Treasurers, in the order of their seniority, unless otherwise determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer. They shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE TEN  
Committees

Section 1. The Board of Directors, by resolution adopted by a majority of the directors, may designate and appoint one or more committees, each of which shall consist of at least one director, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Association. Unless otherwise provided herein, each committee shall consist of two or more individuals designated by the Board of Directors.

Section 2. It shall be the duty of each committee to receive complaints from Members on any matter involving Association functions, duties and activities within its field or responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

ARTICLE ELEVEN  
Meetings of Members

Section 1. Meetings of the Members for the election of directors shall be held in the County of Marshall, State of Oklahoma, or at such other location within 30 miles of The Oak Ridge Subdivision.

Section 2. Annual Meetings of the Members shall be at a time and place set by the Board of Directors, which shall be announced 30 days prior to the meeting by mail.

Section 3. Special meetings of the Members shall be held when called by the President or by any three (3) directors or by written request of Members holding at least twenty-five (25%) percent of the votes of the Membership entitled to be cast, with each Member request dated within 30 days of the proposed meeting. Written notice of special meetings of the Members shall be given to each member at least fifteen (15) days before the date of the meeting. The business to be transacted at, or the purpose of, any special meeting of the Members shall be specified in the notice of such meeting.

Section 4. Members holding twenty-five (25%) percent of the votes entitled to be cast, represented in person or by proxy, shall constitute a quorum. The vote of the majority of the votes entitled to be cast by the Members present, or represented by proxy, at a meeting at which a quorum is present shall be the act of the Members meeting.

Section 5. Each Member may cast as many votes as he or she is entitled to exercise under the terms and provisions of these Bylaws on each matter submitted to a vote at a meeting of the Members, except to the extent that the voting rights of any Member have been suspended in accordance with these Bylaws or the Declarations. At such election for Directors, every Member entitled to vote at such election shall have the right to vote.

Section 6. A Member may vote in person or by proxy executed in writing by the Member or by his or her duly authorized attorney-in-fact and filed with the Secretary. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. Each proxy shall be revocable unless expressly provided therein to be irrevocable, and in no event shall it remain irrevocable for a period of more than eleven (11) months from the date of its execution. Every proxy shall automatically cease upon sale by the Member of his lot.

**Section 7.** The officer or agent having charge of the Association's books shall make, at least ten (10) days before each meeting of Members, a complete list of the Members entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order, with the address of each, which list, for a period of ten (10) days prior to such meeting, shall be kept on file at the principal office of the Association or such other location which has been designated by the Board of Directors and shall be subject to inspection by any Member at any time during the usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Member during the whole time of the meeting.

**Section 8.** The Board of Directors may fix, in advance, a date, not exceeding sixty (60) days preceding the date of any meeting of Members, as a record date for the determination of the Members entitled to notice of, and to vote at, any such meeting and any adjournment thereof. In such case, such Members and only such Members shall be entitled to such notice of, and to vote at, such meetings and any adjournment thereof, notwithstanding any change of membership on the books of the Association after such record date is fixed as aforesaid.

ARTICLE TWELVE  
**Books, Papers and Notices**

**Section 1.** The books, records and papers of the Association shall at all times, pursuant to 18.O.S Section 1065, during business hours, be subject to the inspection of any Member except for "personal" data such as Member names, addresses, social security numbers, email addresses, financial data, without a written release from property owner.

**Section 2.** Notices to directors and Members shall be in writing, shall specify the time and place of the meeting and shall be delivered personally, mailed or delivered electronically to the directors or Members at their addresses appearing on the books of the Association. Notices by mail shall be deemed to be given at the time when same shall be mailed. Notice to directors may also be given electronically.

**Section 3.** Whenever any notices required to be given to any Member or director under the provisions of the statutes or the Declarations or of the Articles of Incorporation or these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

**Section 4.** Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

**ARTICLE THIRTEEN**  
**Indemnification and Limitations on Liability**

**Section 1.** Neither any Member nor the Board of Directors (or any one of them) nor the officers (or any one of them) shall be personally liable for debts contracted for or otherwise incurred by the Association or for a tort of another Member, whether such other Member was acting on behalf of the Association or otherwise. Neither the Association nor its directors, officers, agents or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portion thereof or for failure to repair or maintain the same. The Association or any other person, firm or corporation liable to make such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, improvements or portion thereof.

**Section 2.** The Association may indemnify any person who is or was a director or officer of the Association, and any person who serves or served at the Association's request as a director or officer as follows:

- a. In case of a suit by or in the right of the Association against a director or officer by reason of his or her holding such a position, the Association shall indemnify such person against expenses (including attorney's fees) actually and necessarily incurred by him or her in connection with the defense or settlement of such action or suit if he or she is successful on the merits or otherwise, or if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made in respect of any claim, issue or matter as to which such director or officer shall have been finally adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Association;
- b. In case of a threatened, pending or completed suit, action or proceeding (whether civil, criminal, administrative or investigative), other than a suit by or in the right of the Association, together hereafter referred to as a non-derivative suit, against a director or officer by reason of his or her holding a position set forth above, the Association shall indemnify him or her against expenses (including attorney's fees), judgements, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with the defense or settlement of such action, suit or proceeding if he or she is successful on the merits or otherwise or if he or she acted in good faith in the transaction which is the subject of the non-derivative suit to the best interests of the Association and, with respect to any criminal action or

proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of a non-derivative suit by judgement, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the director or officer did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe that such conduct was unlawful;

- c. Indemnification provided under paragraphs a. and b. above shall be made by the Association (except as provided in paragraph a. hereof) only upon a determination of the specific case that indemnification of the director or officer is proper under the circumstances because he or she has met the applicable standard of conduct set forth in paragraph b. hereof. Such determination shall be made: (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel and a written opinion, or (iii) by vote of the Members. Indemnification may be prorated so as to indemnify such director or officer as to some matters but not to others;
- d. The Association may pay, in advance, any expenses (including attorney's fees) which may become subject to indemnification hereunder if) the Board of Directors authorizes the specific payment, and (ii) the director or officer receiving the payment undertakes in writing to repay such payment unless it is ultimately determined that he or she is entitled to indemnification by the Association under this Article Thirteen;
- e. The indemnification provided for herein shall not be exclusive of any of the rights to which a person may be entitled by law, the Bylaws of the Association, agreement, vote of Members or disinterested directors, or otherwise, shall continue as to a director or officer, who has ceased to hold such position and shall inure to his or her heirs, executors and administrators;
- f. The Association may purchase and maintain insurance on behalf of any person who holds or who has held any position of director or officer against any liability asserted against him or her and incurred by him or her in any such position, or arising out of his or her status as such; and

ARTICLE FOURTEEN  
General Provisions

Section 1 The fiscal year of the Association shall begin August 1<sup>st</sup> and continue through July 31 of the following calendar year.

Section 2. The corporate seal shall have inscribed thereon the name of the Association. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced. In no event, however, shall any corporate seal be required to be affixed to any document or instrument in order to validate, effectuate or authorize the matters contained within said instrument on behalf of the Association.

Section 3. These Bylaws may be proposed for amendment at regular or special meeting of the Members by a majority of the total votes entitled to be cast, or the power to alter, amend or repeal the Bylaws. Notwithstanding the above, those provisions of the Bylaws which are governed by the Articles of Incorporation of this Association may not be amended except as may be provided in the Articles of Incorporation of this Association or as required by applicable law; and provided further, that any matter stated herein to be, or which is in fact, governed by the Declarations may not be amended except as may be provided in such Declarations.

Section 4. The Articles of Incorporation may be amended in the following manner:

The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either an annual meeting or special meeting. Written notice setting forth the proposed amendment or a summary thereof shall be given to each Member entitled to vote at such meeting within the time and in the manner provided in these Bylaws for the giving of notice of meetings of Members. The proposed amendment shall be adopted upon receiving at least two-thirds (2/3rds) of the total votes entitled to be cast.

Section 5. In the case of any conflict between the Articles of Incorporation of this Association and these Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Declarations of this Association and these Bylaws, the Declaration shall control.

*The Bylaws of the Oak Ridge Property Owner's Association, Inc. for all Jots located in Oak Ridge Subdivision I, Oak Ridge Subdivision II and Oak Ridge Subdivision III were amended in accordance with Article Fourteen, Section 3 of the Bylaws, by a majority of the Members at the Annual Meeting of the Members held on August 13, 2022, to be made effective on that date.*

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of Oak Ridge Property Owner's Association, Inc., an Oklahoma corporation.
2. That the foregoing bylaws comprising of 15 pages constitute the bylaws of Oak Ridge Property Owner's Association, Inc. as duly amended by the Members at the Annual Meeting of the Members on August 13, 2022, effective on that date.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Corporation on this the <sup>14</sup> day of August 2023.

Gladys Johnston

Gladys Johnston, Secretary

State of Oklahoma )  
                                  ) ss.  
County of Marshall )

The above and foregoing instrument was acknowledged before me the <sup>14</sup> day of August 2023, by Michiel Barker, as President of Oak Ridge Property Owner's Association, Inc. and Gladys Johnston as Secretary, of Oak Ridge Property Owner's Association, Inc.

[Signature]

Notary Public

My Commission expires: 1-5-2026  
[SEAL]

