

**WESTPOINTE
PARKWAY HOA**

**BYLAWS
AND
COVENANTS**

BYLAWS OF WESTPOINTE PARKWAY HOA, INC. The name of the organization shall be the Westpointe Parkway HOA, Inc.

ARTICLE I

PURPOSE AND PARTIES

Governance of Regime. The purpose for which this nonprofit corporation is formed is to own, manage and maintain the Common Areas and other properties of the Association in the planned Lot development known as Westpointe Parkway Phase III hereinafter referred to as the "Project", situated in the County of Canadian, State of Oklahoma, which property is described in the Declaration of Covenants, Conditions and Restrictions ("Declaration") of Westpointe Parkway Phase III and which property has been submitted to the regime created by the Real Estate Development Act of the State of Oklahoma by the recording of the Declaration of Covenants, Conditions and Restrictions filed in Book 2386 at Page 215 (Declaration) as amended by that certain Amendment to the Owners Certificate and Restrictions for Westpointe Parkway Phase III filed in Book 2808, page 11 (Amendment). All definitions contained in said Declaration and Amendment shall apply hereto and are incorporated herein by reference. All references to the Declaration shall be deemed to include reference where appropriate to the Amendment.

Owners Subject to These Bylaws; Acceptance of Bylaws. All present or future owners, tenants, future tenants of any Lot, or any other person who might use in any manner the Common Areas or any facilities or property of the Association are subject to the provisions and any regulations set forth in these Bylaws. The mere acquisition, lease or rental of any Lot or the mere act of occupancy of a Lot will signify that these Bylaws are accepted, approved, ratified, and will be complied with.

ARTICLE II

MEMBERSHIP, VOTING, MAJORITY OF CO-OWNERS ("OWNERS"), QUORUM, PROXIES

Membership. Except as is otherwise provided in the Declarations, the Amendment, the Articles of Incorporation or in these Bylaws, ownership of a Lot in the Westpointe Parkway development is required in order to qualify for membership in this Association. Any person on becoming an owner of a Lot shall mandatorily and automatically become a member of this Association and be subject to the Bylaws. Such membership shall terminate without any formal Association action whenever such person ceases to own a Lot, but such termination shall not relieve or release any such former owner from any liability or obligations incurred under or in any way connected with this Association, during the period of such ownership and membership or impair any rights or remedies which the owners have, either through the Board of Directors of the Association or directly, against such former owner and member arising out of or in any way connected with ownership and membership and the covenants and obligations incident thereto.

Voting. Except as to the Declarant, there shall be one vote per one Lot owned. Co-owners or joint tenants may only exercise one vote. No fractional votes are allowed. No Lot owner who is not current in his/her/their annual dues may vote at any meeting.

shall be held after the first annual meeting and shall be held within thirty (30) days after receipt by the President of such resolution or petition.

Notice of Meeting. It shall be the duty of the Secretary or Assistant Secretary of the Association to mail a notice of each meeting (annual or special), by first class mail with postage prepaid thereon, stating the purpose thereof as well as the time and place it is to be held, to each owner of record at least ten (10) days, but not more than thirty (30) days prior to such meeting. The mailing of notice in the manner provided in this paragraph shall be considered notice served. Notice of the annual meeting of the Association may also include notice of the subsequent meeting to be held in the event a quorum is not achieved at the called meeting.

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

- (a) Roll call and certifying proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and disposal of unapproved minutes;
- (d) Reports of officers;
- (e) Reports of committees;
- (f) Election of directors, as applicable;
- (g) Unfinished business;
- (h) New Business; and
- (i) Adjournment.

ARTICLE IV

BOARD OF DIRECTORS

Number, Qualification and Appointment or Election. Until the first annual meeting of the Association, the affairs of the Association shall be governed by the Declarant or its appointed agent. At the first meeting, there shall be elected no less than three (3) or more than seven (7) members of the Association to the Board of Directors, and who shall thereafter govern the affairs of this Association until their successors have been duly elected and qualified. The number of Directors may be increased or decreased at any annual meeting of the members. Nominations for election as a Director at any annual meeting of the Members shall be taken from the floor from any qualified Owner. No Owner who is not current in his, her or their annual dues may be nominated to be a Director.

General Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of a first class residential project. The Board of Directors may do all such acts and things except as prohibited by law or by these Bylaws or by the Declaration.

- (l) Books and Records. To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof by each of the owners and each first mortgagee, and to cause a complete audit of the books and accounts by auditors once a year.
- (m) Annual Statement. To prepare and deliver annually to each owner a statement showing receipts, expenses, and disbursements since the last such statements.
- (n) Meetings. To meet at least quarterly, provided that any Board of Directors meeting may be attended and conducted by telephone or other device which permits all of the Directors in attendance to participate in such meeting, and provided further that any action required to be taken at any meeting of the Board of Directors, or any action which may be taken at such meeting, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members of the Board.
- (o) Personnel. To designate, employ and dismiss the personnel necessary for the maintenance and operation of the common areas or other administration of the project.
- (p) Administration of Association. In general, to carry on the administration of this Association and to do all of those things necessary and reasonable in order to carry out the governing and the operation of this project.
- (q) Managing Agent. The Board of Directors may employ for the Association a management agent (Managing Agent) who shall have and exercise all of the powers granted to the Board of Directors by the Declaration and Bylaws.
- (r) Property Manager Duties; Management Agreement. To employ workmen, and others; to contract for services to be performed, including those of a Manager; to purchase supplies and equipment; to enter into contracts; and generally to have the powers of an apartment house or property manager in connection with the matters herein set forth, except that the Association may not encumber or dispose of the fee title of any Owner except to satisfy a lien, award or judgment against such Owner for violation of the Owner's covenants imposed by this Declaration. The Association shall not enter into any contract or management agreement for the furnishing of services (other than utility services), materials or supplies, the terms of which is in excess of one year; and further provided, that any contract or management agreement entered into (excluding those utilities) by the Association shall be terminable by the Association for cause upon thirty (30) days written notice or without cause or payment of a termination fee upon ninety (90) days written notice.
- (s) Ownership of Lots. To own, convey, encumber, lease or otherwise deal with Lots conveyed to it as the result of enforcement of the lien for common expenses or otherwise.
- (t) All Things Necessary and Proper. To do all things necessary and proper for the sound and efficient management of the project.
- (u) Tax Exempt Status. To determine each year, the advisability of election of tax exempt status under the appropriate Section of the Internal Revenue Code of 1954.

No Waiver of Rights. The omission or failure of the Association or any owner to enforce the covenants, conditions, restrictions, easements, use limitations, obligations or other provisions of the Declaration, the Bylaws or the regulations and rules adopted pursuant thereto, shall not constitute or be deemed a waiver, modification or release thereof, and the Board of Directors or the Managing Agent shall have the right to enforce the same thereafter.

place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Board of Directors' Quorum. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Fidelity Bonds. The Board of Directors must require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be a common expense.

Compensation. No member of the Board of Directors shall receive any compensation for acting as such. However, members of the Board of Directors or Association may be reimbursed for expenses incurred by them in the performance of Association business.

ARTICLE V

FISCAL MANAGEMENT

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

1. Fiscal Year. The fiscal year of the Association shall be the calendar year.
2. Dues; Due Date; Adjustment. Until the first meeting of the homeowners the annual dues, as provided for in the Amendment, are hereby initially set at \$150 per year and shall be paid annually. The initial due date shall be January 1 of each year for the ensuing calendar year, which due date may be changed by the Board of Directors. Dues upon first purchase by an Owner who is not a Builder holding the Lot for improvement and resale shall be prorated from the date of closing to December 31. At the first meeting of the homeowners the new Board of Directors may set the annual dues in an amount deemed sufficient to meet the needs and expenses of the Association. The dues may be adjusted upward by the Board of Directors in an amount not to exceed ten (10%) percent of the current annual dues without a vote of membership. Any adjustment exceeding ten (10%) percent must be approved by a majority of the membership at the annual meeting, or a special meeting called for that purpose. The Board may elect a different due date and may elect to have the dues paid in up to four (4) installments if deemed necessary.
3. Accounts. The funds and expenditures of the members by and through the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:
 - a. Current or Common expenses, which shall include all funds and expenditures within the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves and to additional improvements.

inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

Treasurer. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors. In the event a Managing Agent has the responsibility of collecting and disbursing funds, the Treasurer shall review the accounts of the Managing Agent within fifteen (15) days after the first day of each month.

ARTICLE VII

INDEMNIFICATION OF OFFICERS, DIRECTORS AND MANAGING AGENT

Indemnification. The Association shall indemnify through insurance or other means every Director, Officer, Managing Agent, their respective successors, personal representatives and heirs, against all loss, costs and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceedings to which he may be made a party by reason of his being or having been a Director, Officer or Managing Agent of the Association, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Director, Officer or Managing Agent in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Director, Officer or Managing Agent may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing in this Article VII shall be deemed to obligate the Association to indemnify any member or owner of a Lot who is or has been a director or officer of the Association with respect to any duties or obligations assumed or liability incurred by him under and by virtue of the Declaration.

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

Association. A member shall not be deemed to be in good standing nor shall he be entitled to vote at any annual or special meeting of members unless this requirement is first met.

Closing and Acknowledgment of Restrictions. In conjunction with furnishing to parties such as closing agents, notice of any lien claim by the Association for unpaid dues and assessments the Board of Directors, or Managing Agent, shall require the Seller-Lot Owner, or the closing agent, to obtain from the Purchaser of a Lot a signed acknowledgement of receipt of a copy of the Declarations, Articles of Incorporation, Bylaws and the rules or regulations of the Association, if any. Copies of these instruments will be furnished by the Association for this purpose to every Lot Owner, closing or transfer agent or Purchaser.

Registration of Mailing Address. The owner or several owners of an individual Lot shall have one and the same registered mailing address to be used by the Association for mailing of annual statements, notices, demands and all other communications, and such registered address shall be the only mailing address of a person or persons, firm, corporation, partnership, association or other legal entity or any combination thereof to be used by the Association. Such registered address of an owner or owners shall be furnished by such owner(s) to the Managing Agent or Board of Directors within fifteen (15) days after transfer of title, or after a change of address, and such registration shall be in written form and signed by all of the owners of the Lot or by such persons as are authorized by law to represent the interest of the owner(s) thereof.

Designation of Voting Representative Proxy.

- (a) If a Lot is owned by one person, his right to vote shall be established by the record title thereto. If title to a Lot is held by more than one person or by a firm, corporation, partnership, association, or other legal entity, or any combination thereof, such owners shall execute a proxy appointing and authorizing one person or alternate persons to attend all annual and special meetings of members and thereat to cast whatever vote the owner himself might cast if he were personally present. Such proxy shall be effective and remain in force unless voluntarily revoked, amended or sooner terminated by operation of law; provided, however, that within thirty (30) days after such revocation, amendment or termination, the owners shall reappoint and authorize one person or alternate persons to attend all annual and special meetings as provided by this Paragraph.
- (b) The requirements herein contained in this Article shall be first met before an owner of a Lot shall be deemed in good standing and entitled to vote at an annual or special meeting of members.

ARTICLE XI

OBLIGATIONS OF THE OWNERS

Assessments. All owners shall be obligated to pay the annual dues imposed by the Association to meet the common expenses. The assessments imposed hereunder shall be due and payable yearly in advance as provided in Article V, paragraph 2. The amount of such assessments may be altered in accordance with Article V of the Declaration. A member shall be deemed to be in good standing and entitled to vote at any annual or special meeting of members, within the meaning of these Bylaws, if, and only if, he

- (a) Such cat or dog may be outdoors on the Lot of the owner thereof, provided such pet does not, by barking or otherwise, disturb the owner or occupant of any other Lot and/or dwelling unit. The cost of repair of any damage to property caused by a pet shall be the responsibility of the pet's owner. No cat or dog shall be kept, bred or maintained for commercial purposes nor cause or create a nuisance or disturbance.
- (b) All pets must be leashed in accordance with the City of Oklahoma City leash law. It is the pet's owner's responsibility to clean up any fecal material left in another owner's yard. Failure to do so will result in fines and/or levies as deemed by the board.

Yards. Yards will be kept and maintained to the common standard of the greenbelt. Visible yards shall be mowed in a way that grass does not appear clumped. Grass shall be raked and disposed of properly. Grass shall not be blown into the street, adjoining properties or left on driveways, sidewalks or the street. Failure to comply will result in a violation. Yards not meeting the standard will be issued a first violation notice. After five (5) calendar days, the board hereby reserves the right to abate the issue by mowing the visible yard without cause for trespassing or any other violation. The cost for the board to abate the issue shall not exceed \$50.

- (a) Homeowners shall be responsible for advising any lawn care companies they hire of the rules of bagging/raking/and blowing.
- (b) Easements – it shall be the homeowner's responsibility to maintain the easements. This will apply to the drainage ditch, the fields and the sidewalks. Mow, weed, and maintain. Easements will be maintained to 20 feet behind fences into the open fields behind 8th street and behind Garrison as reasonable.

Roads and Vehicles - The speed limit on all streets of the neighborhood is 15 MPH.

Proper use of roads: Roads will be used by licensed, tagged vehicles.

- (a) Vehicles that are not allowed on neighborhood streets will include: golf carts, off road vehicles, and off road motorcycles. This rule will also be enforced on sidewalks.
- (b) Battery operated Scooters & skateboards, as well as bicycles are excluded.
- (c) Vehicles when parked should not block fire hydrants, the emergency gate, or other homeowner's driveways. Violators will be notified, failure to comply can lead to the vehicle being towed and fined according to the bylaws. This is the only rule that comes with a warning and abatement within six (6) hours.

Pool: The pool will be used only by occupants of the neighborhood or by the accompaniment of an owner of the neighborhood. The occupant will be responsible for any and all damages their guest may create and the owner must remain in the pool area for the full duration.

1. All patrons of the pool will use THEIR OWN key to gain access to the pool.
2. All patrons will shower in the provided facility before using the pool. A bathing suit shall be utilized. (No cutoffs, transparent shorts/tops, etc.)
3. Each patron must bring their own towels.

correct such violation, then in any of such events, such owner may be denied the use of any of the amenities until such default or violation is appropriately cured.

ARTICLE XIII

COMMITTEES

Designation. The Board of Directors may, but shall not be required to, appoint an executive committee, and it may designate and appoint members to standing committees or special ad hoc committees for any useful or worthwhile purpose to function in an advisory capacity to the Board of Directors. The Board may establish rules for the conduct of these committees and may delegate responsibility to said committees.

Welcoming Committee. The welcoming committee, consisting of at least three (3) persons, shall have the responsibility of assisting new residents in settling into their Lots and becoming a part of the Association by means of, among other things, a homeowner brochure, a directory of other residents, a shopping guide, information on local facilities, and a school district guide.

Social Committee. The Social Committee, consisting of at least two (2) persons, shall have the responsibility of planning programs to make the best possible use of the facilities and amenities of the Association by means of developing an ongoing program of interaction and involvement.

Newsletter Committee. The Newsletter Committee, consisting of at least two (2) persons, shall have the responsibility of providing residents with up-to-date information on new residents, association functions, the progress of the development, committee vacancies, rules and regulations changes, and other appropriate information.

Maintenance Committee. The Maintenance Committee shall have primary responsibility for the day-to-day performance and planning of all maintenance, replacement and repair of the Common Areas and Association property.

- (a) Members of the Maintenance Committee shall be chosen by the Board of Directors so as to allow proportional representation of Lots.
- (b) The Maintenance Committee shall also be responsible for estimating future needs for replacement and repair of the Common Areas and Association property and presenting that plan to the Board of Directors sixty (60) days prior to the budget being due.

Architectural Committee. The Architectural Committee, consisting of at least five (5) persons, shall be chaired by a Board member and shall be responsible for the approval or denial of any requests for changes, additions or alterations to any structure on a Lot.

Gardening Committee. The Gardening committee shall have primary responsibility for planting and maintaining the common areas along the greenbelt. The gardening Committee will work within the confines of the maintenance committee so that projects do not overlap.

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

Violations that violate City, County, State, or Federal laws will be forwarded to the proper authorities. The Board reserves the right to use all means necessary to collect fines, including, but not limited to small claims court, lawsuits, judgements, liens, foreclosure, and all other legal means.

ARTICLE XVII

MISCELLANEOUS

Conflict in Documents. In the event that any inconsistency or conflict exists between the items of the Declaration, these Bylaws, or any rule or regulation then in force, the inconsistency or conflict shall in every instance be controlled by the Declaration.

Conflict between Owners. In the event that any dispute between owners arises involving any of the common areas, amenities or any other matters concerning the project and the conflict cannot be resolved by the Managing Agent, it shall be resolved by the Board of Directors.

Due Process. In order to afford due process to each owner before any punitive action may be finally imposed by the Board of Directors, each owner shall have the right after receiving notice of the Board's intended imposition of a fine or other punitive action, of not less than ten (10) days written notice served upon the owner as provided by civil process in the State of Oklahoma, a hearing before the Board of Directors, en banc, shall then be available to any owner to present evidence for the purpose of avoiding or mitigating any penalty or punitive action at which hearing both the Association and the owner may produce evidence and present witnesses. The Board of Directors shall promptly resolve the dispute and announce its decision, which in such instances shall be final as to all matters. A due process Board will consist of the President or Vice President, and at least two (2) other Directors.

Exculpation of Unavoidable Loss. The Association shall not be liable for any loss to any owner or inflicted upon any Lot or the property of the owner situated therein, brought about by flooding, water damage caused by burst pipes, acts of God or other force majeure. It is intended that for losses of these nature, each owner will bear the same or effect his own insurance to cover the same. Each owner may obtain additional insurance at his own expense for his own benefit. Insurance coverage on all furnishings and decorations and other items of personal property belonging to an owner and casualty and public liability insurance coverage within each individual Lot are specifically made the responsibility of the owner thereof.

ORIGINAL EXECUTED this 9th day of October, 2003.

Signed by Joe Love, INITIAL DIRECTOR

Amended: July 2016

By-Laws Effective: October 1, 2016