

WJ

BY-LAWS

OF

**WINDWOOD NORTH ADDITION TO THE CITY OF OKLAHOMA
An Oklahoma Non-Profit Corporation
Amended January 24, 2020**



20200124010118150
01/24/2020 11:57:15 AM
Bk:RE14245 Pg:1385 Pgs:12 COV
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
David B. Hooten

ARTICLE I

This corporation shall be known as WINDWOOD NORTH PROPERTY OWNER's Association, Inc. (The "Corporation").

ARTICLE II

Offices may be maintained at such other places as the Directors may from time to time determine.

ARTICLE III

The purpose for which the non-profit Corporation is formed is:

a) To acquire and own and provide for the maintenance and management of certain common areas located within WINDWOOD NORTH PROPERTY OWNERS ASSOCIATION Inc, A Residential Community, a subdivision in Oklahoma City, Oklahoma, and to provide maintenance services for said property, all in accordance with the Declaration of Covenants, Conditions and Restrictions (the "Declaration") filed for record in the office of the County Clerk of Oklahoma County, Oklahoma, on 12 Feb 2003 and recorded in Book 8739 at Pages 870 — 882; on May 13, 2004 and recorded in Book 9317 at pages 1825 — 1838; on 12 Jul 2005 in Book 9781 at pages 207 — 222, and recorded in Book at Page the records of Oklahoma County, Oklahoma, as amended from time to time.

ARTICLE IV

All definitions contained in the Declaration shall apply hereto and are incorporated herein by reference. Any member of the Corporation as defined in the Declaration is subject to the provisions and regulations set forth in these By-Laws.

ARTICLE V

Every person who is a record owner of a fee or undivided interest in any single-family residential lot covered by said Declaration and any future declaration covering all or any part of WINDWOOD NORTH PROPERTY OWNERS ASSOCIATION, A Residential Community which is subject by covenants of records to assessment by the Corporation, including contract sellers, shall be a member of the Corporation. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership for each lot Membership shall be appurtenant to and may not be separated from ownership of any lot which is Subject to assessment by the Corporation. Ownership of such lots shall be the sole qualification for membership.

ARTICLE VI

Class or Members and Voting Rights. The Corporation shall have one (1) class of voting membership as follows:

Members shall be all those owners of single-family residential lots, with the exception of DECLARANT as defined in the Declaration. Each Class A Member shall be entitled to one vote for each lot which he holds the interest required for membership. When more than one person holds such interest in any lot all such persons shall be members. The vote of such lots shall be exercised as they among themselves determine but, in no event, shall more than one vote be cast with respect to any lot.

DECLARANT is entitled to one (1) vote for each lot it owns, and DECLARANT is not required to pay annual or special assessments without its express written consent.

ARTICLE VII

Meetings of the membership of the Corporation shall be held at least annually each year beginning in the year 2003. Special meetings may be held at any time upon the call of the Board of Directors or upon written request of the majority of the members of the Corporation delivered to the Secretary of the Association. However, no meeting shall be called or held within sixty days of the preceding meeting. At any meeting of the members of the Corporation, the presence of at least 1 (one) member at the meeting of members, excluding board members, or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum; provided, however, that if the required quorum is not present at any meeting duly called, the members present, though less than a quorum, may give notice to all members required herein for the transaction to be considered, at an adjourned meeting.

The Secretary of the Corporation shall mail a notice of each meeting, stating the purposes thereof, the items on the agenda, including the general nature of any proposed Amendment to the Declaration or By-Laws, as well as the time and place it is to be held, to each member not less than ten days nor more than thirty days prior to said meeting.

At each annual meeting, the members shall elect a Board of Directors consisting of not less than three (3) but no more than six (6) members who shall serve for the ensuing year or until a successor is elected and conduct such other business as may properly come before the meeting.

ARTICLE VIII

The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Corporation and for the maintenance of the common areas.

The powers and duties of the Board of Directors shall include but shall not be limited to the following, all of which shall be done for and on behalf of the members of the Corporation.

a) Administration. To administer and enforce the covenants, conditions and restrictions, easements uses, limitations, obligations, rules and all other provisions set forth in the Declaration as recorded in Book 8739 at Pages 870-882 in Book 9317 at pages 1825 — 1838, and in Book 9781 at pages 207 — 222 of the records of Oklahoma County, Oklahoma, and Amendments thereto that may be recorded from time to time.

b) Rules and Regulations. To establish, make and enforce compliance with such rules and regulations as may be necessary for the operation, use and occupancy of the common areas of WINDWOOD NORTH PROPERTY OWNERS ASSOCIATION, Inc, A Residential Community, with the right to amend the same from time to time. A copy of such rules and regulations shall be delivered or mailed to each owner within five days following the adoption thereof.

c) Maintenance of Common Areas. To keep in good order, condition and repair all of the common areas and all items of common personal property used by the owners in the enjoyment of the entire premises.

d) Insurance. To ensure the common area and keep it insured in an amount equal to its maximum replacement value. Further, to obtain and maintain comprehensive general liability insurance coverage for at least One Million Dollars (\$1 000,000.00) per occurrence, for bodily injury and property damage.

e) **Budget; Determination of Assessments; Increase or Decrease Same; Levy of Special Assessments.** To prepare a budget for the Corporation at least annually, and to determine the amount of common charges payable by the members to meet the common expenses of the Corporation and allocate and assess such common charges among the members, and by a majority vote of the Board of Directors to adjust, decrease or increase the amount of the annual assessments, and remit or return any excess of reserve for deferred maintenance and for replacement to the owners at the end of each reporting year; and to levy and collect special assessments, whenever, in the opinion of the Board of Directors, it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies.

f) **Enforcement of Assessment Lien Rights.** To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from a member who may be in default as is provided for in the Declaration and these By-Laws. To assess and collect late fees of \$35.00 in connection with assessments remaining unpaid more than thirty (30) days from due date for payment thereof, together with all expenses, including attorney's fees incurred.

g) **Protect and Defend.** To protect and defend the entire premises from loss and damage by suit or otherwise. **Borrow Funds.** To borrow funds in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the Declaration and amendments thereto and these By-Laws, and to execute all such instruments evidencing such indebtedness as the Board of Directors may deem necessary. Such indebtedness shall be the several obligations of all the members.

l) **Contract.** To enter into contracts within the scope of their duties and powers.

j) **Bank Account.** To establish a bank account or accounts for the common treasury and for all separate funds which are required or may be deemed advisable by the Board of Directors.

k) **Manage.** To make repairs, additions, alterations and improvements to the Common Areas of Wind Wood North Property Owners Association, Inc, a Residential Community in a first-class manner and consistent with the best interests of the members.

l) **Annual Statement.** To prepare and deliver annually to each owner a statement showing receipts, expenses and disbursements since the last such statement. The members have the right to inspect the books of the Corporation on reasonable notice.

m) **Meetings.** To meet at least once semi-annually 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.

n) **Personnel.** To designate, employ and dismiss the personnel necessary for the maintenance and operation of the common areas or other administration of WINDWOOD NORTH PROPERTY OWNERS ASSOCIATION, Inc, A Residential Community or of the Corporation.

o) **Managing Agent.** To employ for the Corporation a management agent ('Managing Agent') who shall have and exercise the powers granted to the Board of Directors by the Declaration and By-Laws except for the powers of attorney-in-fact set forth in the Declaration.

p) **All Things Necessary and Proper.** To do all things necessary and proper for the sound and efficient management of the common areas of WINDWOOD NORTH, a Residential Community,

and to advance the health, safety and welfare of the residents of WINDWOOD NORTH PROPERTY OWNERS ASSOCIATION, Inc, A Residential Community.

Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the membership shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Corporation.

At any regular or special meeting duly called, anyone or more of the Directors may be removed with or without cause by two-thirds (2/3) of the members, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting. Should any Director miss three (3) consecutive regular meetings of the Board of Directors, he shall be automatically removed from the Board and a successor selected and approved by the Board to fill his unexpired term.

Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time a majority of the Directors, but at least one (1) such meeting shall be held semi-annually. Notice of regular meetings of the Board of Directors shall be given to each Director personally or by mail, by telephone or by telegraph, at least five (5) days prior to the day named for such meetings.

Special meetings of the Board of Directors may be called by the President on five (5) days' notice to each Director, given personally, by mail, by telephone or by telegraph which notice shall state the time, place (as. Herein above provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary of the Corporation in like manner and on like notice on the written request of two or more Directors.

Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time 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.

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.

The Board of Directors may require that all officers, directors, managers, trustees and employees of the Corporation handling or responsible for Corporation funds shall furnish adequate fidelity insurance or bonds. The premium on such insurance or bonds shall be a Corporation expense.

No member of the Board of Directors shall receive any compensation for performing the Corporation's business. However, members of the Board of the Corporation shall be reimbursed for reasonable expenses incurred by them in the performance of Corporation

ARTICLE IX

The officers of the Association shall be a President, Vice-President, Secretary/Treasurer, all of whom shall be elected by the Board of Directors, and such assistant officers as the Board shall from time to time elect. The President and Vice-President must be members of the Board of Directors.

The officers of the Corporation except for the President shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office subject to the continuing approval of the Board.

Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may have his office removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. Members of the Board may only be removed by vote of the members as provided elsewhere in these By-Laws.

The President shall be the chief executive officer of the Corporation. He shall preside at all meetings of the Corporation and of the Board of Directors unless he is absent. He shall have all of the general powers and duties which are usually vested in the office of president of a corporation, including but not limited to the power to appoint committees other than the Standing Committee, from among the members from time to time as he may, in his discretion decide are appropriate to assist in the operation of the Corporation or as may be established by the Board or by the members of the Corporation at any regular or special meeting.

The Vice-President shall have all the powers and authority and perform all the functions and duties of the President, in the absence of the President, or his inability for any reason to exercise such powers and functions or perform such duties, and also perform any duties he is directed to perform by the President. The Vice-President of the Board shall be President the following term. The Vice-President shall be the Chairman of the Future Planning Committee.

The Secretary shall keep all the minutes of the meetings of the Board of Directors and the minutes of all meetings of the Corporation; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary and as is provided in the Declaration of the By-Laws. The Secretary shall compile and keep up to date at the principal office of the Corporation a complete list of members and their last known addresses as shown on the records of the Corporation. Such list shall also show opposite each member's name the number or other appropriate designation of the lot owned by such member. Such list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular and business hours

The Treasurer shall have responsibility for Corporation funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Corporation; he shall be responsible for the deposit of all monies and other valuable effects in the name, and to credit, of the Corporation 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.

The Board of Directors shall designate a Chairman for each committee. The members of the Architectural committee shall be selected by the association. The members of the Grounds and Election committees will be selected by the Board of Directors.

The Grounds Committee shall obtain and review bids for grounds maintenance and make hiring recommendations to the Board. They shall be responsible for supervising the grounds maintenance contractors in their duties.: Performs surveillance of all common areas on a regular basis to ensure compliance with the contract; request quotes for contracts with a minimum of three (3) bids provided to the board, request new contracts for required work to be done with less than three (3) bids (exception) must be approved by the board of directors)

The Architectural Control Committee shall perform functions as required by the declaration and covenants approving plans and renovations. Title: Guidelines and Rules for submission of plans, control of development activities and set back requirements.

Definitions: Each lot within Wind Wood North shall be used and improved upon only as a single-family residential property. No nonresidential structure or occupation shall be conducted on any property.

The Architectural Control Committee's responsibilities. The committee must render a decision within fourteen (14) DAYS OF RECEIPT OF THE PLAN. If the submission is not complete or the committee has additional questions about the request, then 14-day approval period will RESET when the requestor provides a complete submission and/or answers all outstanding questions from the committee.

Owner's Responsibilities: According to Article VIII of the wind wood North Covenant, architectural control committee-approval of plans, control of development activities and set back requirements. Submission of Plans is required to be sent prior to any work being accomplished.

The plans MUST include the following:

- A Schematic of the planned improvements with a scale to show dimension
- Location of other structures and property lines
- Written description of the request to include features and description of the work that will be done to the property or domicile
- Contact information of the requestor and property owner (if different)
- Type of building materials that will be used
- Schedule of when they would like to start their construction/improvement project - MUST NOT BE earlier than 14 days from the submission of the request. In addition to the above, the following items are the responsibility of the requestor:

- Oklahoma City Building Permit (web site)
- Underground wires, utilities, and hazards identified (www.callokie.com or 1-8005220K1E can be used to identify the most common underground hazards —may not encompass all hazards so it is up to the requestor to ensure that all public and private utilities are contacted before they dig)
to the security systems is installed showing the company that monitors the systems.
- o Contact neighbors if the request fails on the easement of property lines
- Correct any problems with their property or their neighbor's property that may occur from the construction/improvements. May include but not limited to drainage problems or damage to the fence or landscaping or Temporary Structures. It is the sole responsibility of the homeowner doing the improvements to correct any issues that may arise or any problems that the improvements caused at their expense.

Any improvement or alteration which changes the appearance of the lot must be approved in advance, in writing, by the ACC. The approval of a submission by the ACC means that the submission conforms to the requirements established in Article VIII of the covenants.

Alteration to the property which does not require permission and plans to be sent to the ACC for approval

- Permanent Basketball goal in the front or back yard which has a metal construction and the supporting pole and is cemented into the ground. The basketball goal must be on the member's property, does not interfere with common areas, and does not interfere with their neighbor's property.
- Plans to repair, repaint, or restore the lot or structure where the intent is to repair damage and return the lot to its original state.
- Plans for seasonal decorations provided that the decorations do not remain on the property past the customary celebration period. Plans for lawn maintenance such as tasteful landscaping, plant material, or sprinkler systems if it does not interfere with drainage, is on the member's property that planted the item, and does not interfere with their neighbor's property or common areas.

One (1) sign (not exceeding 56 square feet in size) advertising that a security system is installed showing the company that monitors the system.

One sign (not exceeding 6 square feet in size) that advertise the property for rental until such time that a rental agreement is signed. At that time a rental agreement is signed by tenants, then sign must be removed.

One (1) temporary sign that (not exceeding 6 square feet in size) to advertise a garage sale. The sign may be posted in the member's yard the day before the garage sale and must be removed the day that the garage sale

is over. The sign may be placed in the member's yard that is having the sale and not in any other member's yard without their consent. The person placing the sign must have their address on then sign and remove it after the sale is over. If a sign is placed in a neighbor's yard without their consent, the owner of the property can remove the sign.

The Board of Directors (BOD) responsibilities: On any disapproval by the ACC the Board of Directors will be the reviewing official and make the final decision on matters brought before them. Determination (absent arbitrary and capricious) conduct or gross negligence) by the Board of Directors shall be final and binding upon all owners.

Management Company responsibilities: Prepares and mail invoices for annual homeowners dues; prepares and make bank deposits; prepares income statement and balance sheet, prepare past due notice 2nd past due notices and final demand letter for past due accounts, prepares report of delinquent accounts, prepare detailed report of deposits, prepares HOA letters for title companies, and prepares Liens and releases to be filed by the Association; and duties as agent for the association

The Election Committee responsibilities: shall supervise the nomination and election of officers.

ARTICLE X

Indemnification. The Corporation may indemnify, through insurance commonly known as directors and officers liability insurance, every Director', officer, Managing Agent, their respective successors, personal representatives and heirs, against all loss, cost 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, office or Managing Agent of the Corporation, 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 Corporation 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 of 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 Corporation by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Corporation as common expenses.

ARTICLE XI

Amendments to By-Laws. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and the Articles, the Declaration shall control.

ARTICLE XII

Proof of Ownership. Except for those members who initially purchase a lot from DECLARANT, any person, on becoming an owner of a lot, shall furnish to the Managing Agent or Board of Directors a true and correct copy of the original or a certified copy of the recorded instrument vesting that person with an interest or ownership of a lot, which copy shall remain in the files of the Corporation.

Registration of Mailing Address. The owner or several owners of a lot shall have one and only one official and the same registered mailing address to be used by the Corporation for mailing of annual statements, notices, demands and all other communications, and such registered address shall be the entity or any combination thereof to be used by the Corporation. 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. 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, any duly deeded owner may execute a proxy appointing and authorizing one person or alternate persons to attend all annual and special meetings of members and there as 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. The requirements herein contained in Article XIII shall be first met before an owner of a lot shall be deemed in standing and entitled to vote an annual or special meeting of members.

ARTICLE XIII

Assessments. All members shall be obligated to pay the annual assessments imposed by the Corporation to meet the common expenses. The assessments imposed hereunder shall be due and payable annually in advance. The amount of such assessments may be altered in accordance with the Declaration of Covenants and Restrictions. A member shall be deemed to be in good standing and entitled to vote any annual or special meeting of members within the meaning of these By-Laws, if, and only if, he shall have fully paid all assessments made or levied against him and the lot or lots owned by him, and is not in violation of any rule or regulation of the Corporation then in force.

Lien. The obligation of each member to pay assessments shall be secured by a foreclosable lien on the lot in favor of the Corporation and such obligation shall run with the land and survive any sale thereof.

General. Each member shall comply strictly with the provisions of the recorded Declaration and these By-Laws and amendments thereto.

Use of Common Areas. Each member may use the common areas and sidewalks located within the entire project in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other members provided, however that any member of the Corporation may, by a majority vote of the Board of Directors, be excluded from any or all of the common areas of WINDWOOD NORTH PROPERTY OWNERS ASSOCIATION, Inc, A Residential Community for repeatedly violating the rules established by the Corporation regarding the use of said common areas. Any such exclusion shall last as long as in the Board of Directors sole discretion, is deemed necessary.

Article XIV

It is understood that the By-Laws apply to all of the property described in the Declaration of Covenants and Restrictions for WINDWOOD NORTH PROPERTY OWNERS ASSOCIATION, Inc, A Residential Community recorded in Book 61 at Pages 51-52 of the records of Oklahoma County, Oklahoma, as amended from time to time, which will be developed in one or more sections. In addition to the property described in said Declaration of Covenants and Restrictions for WINDWOOD NORTH PROPERTY OWNERS ASSOCIATION, Inc, A Residential Community, or amendments thereto, other adjacent or adjoining properties may be included, in which event the owners of lots in said additional property shall also be members of the Corporation, and subject to these By-Laws.

ARTICLE XV

If additional phases are dedicated and platted to WINDWOOD NORTH PROPERTY OWNERS ASSOCIATION, Inc, A Residential Community, any common areas would also qualify as use areas for the

members and ultimately be owned by the Corporation. Until such time as record ownership of the common areas is vested in the Corporation, the members of the Corporation shall have the exclusive right to use the common areas as hereinafter.

Every member shall have a right and easement of enjoyment in and to the common areas and such easement shall be appurtenant to and shall pass with the title to every assessed lot, subject to the following provisions.

a) The right of the Corporation to limit by rule the number of guests of members, the common areas which may be used by guests of members, and the conditions under which common areas may be used by members and/or their guests, subject to the terms and provisions hereof.

b) The right of the Corporation to charge reasonable admission and other fees for the use of any recreational facility situated upon the common areas.

c) The right of the Corporation, in accordance with its Articles of Incorporation and By-Laws and with the assent of two-thirds (2/3) of each class of members, to borrow monies for the purpose of improving the common areas and facilities and in aid thereof to mortgage said common areas or any portion thereof, and the rights of said mortgage in said properties shall be subordinate to the rights of the members hereunder.

d) The right of the Corporation to suspend the voting rights and right to use the recreational facilities by a member for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for an infraction of its published rules and regulations.

e) The right of the Corporation to dedicate or transfer all or any part of the common areas to any public agency, public authority or utility for such purposes and subject to such conditions as may be agreed to by the members of the Corporation; provided, however, that no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer and signed by two-thirds (2/3) of each class of members is filed of record in the office of the County Clerk for Oklahoma County.

Any member may delegate, in accordance with By-Laws, his right of enjoyment to the common area and facilities to the members of his family, his tenants or contract purchasers who reside on the property, subject to such rules, regulations and limitations as the Corporation may from time to time, establish.

DECLARANT has covenanted that it will convey fee simple title to the common areas as shown by the recorded plats of the various sections of WINDWOOD NORTH PROPERTY OWNERS ASSOCIATION, Inc, A Residential Community, to the Corporation prior to the first lot being conveyed and occupied as a residence as set forth in the Declaration of Covenants, Conditions and Restrictions hereinabove referred to.

The Corporation shall control, maintain, manage and improve the common areas as provided in said Declaration and in its Articles of Incorporation and By-Laws. Such right and power of control and management shall be exclusive.

The Board of Directors of the Corporation may from time to time establish rules and regulations governing the use of the Corporation's common areas by members of all classes and their guests; provided, that such rules and regulations as from time to time adopted shall be uniform as to all members regardless of class.

ARTICLE XVI

Creation of Lien and Personal Obligation of Assessment. For each lot owned within WINDWOOD NORTH PROPERTY OWNERS ASSOCIATION, Inc, A Residential Community and for each additional lot which may hereafter come within the jurisdiction of the Corporation, and each owner of any lot in any platted area which is a part of the

subdivision, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the Association: 1) Annual assessments or charges; and 2) Special Assessments for capital improvements; such assessments to be fixed, established, and collected from time to time hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made, pursuant and superior to any homestead or other exemption provided by law, which lien may be enforced by the Association and may be foreclosed in any manner provided by the laws of the State of Oklahoma for the foreclosure of mortgages or deeds of trust, with or without power of sale. Each such assessment, together with such interest, costs and reasonable attorneys' fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them; but, nevertheless, the lien above mentioned arising by reason of such assessment shall continue to be a charge and lien upon the land as above provided.

Purpose of Assessments. The assessments levied by the Corporation shall be used exclusively for the purpose of promoting the health, safety and welfare of the Corporation's membership, and in particular, for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the common areas, including, but not limited to, the maintenance of insurance thereon, repairs, replacements and additions thereto, ad valorem and other property taxes and assessments, levied thereon, for the cost of labor, equipment, materials, management and supervision thereof, and utility services for the common areas.

Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be as follows:

- a) Member Assessment amount \$120.00/year
- b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in consonance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July.
- c) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment as to any or all classes of members may be increased above that established by the Consumer Pricing Index formula by a vote of the members for the succeeding years provided that, any such charge as to any class shall have the assent of a majority of the members of each such class, pursuant to votes cast in person or by proxy, at a meeting called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting out the purpose of the meeting.
- d) After consideration of current maintenance costs and future needs of the Corporation, the Board of Directors may fix the annual assessment at an amount in excess of the maximum provided in this Article XVI as amended from time to time.

Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Corporation may levy in any assessment year, as to any or all classes of members, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the common areas, including the necessary fixtures and personal property related thereto; provided that, any such assessment as to any class shall have the assent of at least a majority of the members of such class of members, pursuant to votes cast in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting; provided further, that the maximum amount of any special assessment which may be

assessed against any member of any class in any assessment year shall not exceed an amount equal to twice the annual dues assessed against said members for the same year.

Uniform Rate of Assessment. Both annual and special assessment must be fixed at a uniform rate for each class of members and is to be collected on an annual basis.

Commencement Date of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Within ten (10) days after a single-family home is initially occupied by any person, whether by lease or otherwise, the owner thereof shall furnish written notice of commencement of such occupancy to the Corporation. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every member subject thereto. The due date(s) shall be established by the Board of Directors. The Corporation shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Corporation setting forth whether the assessments on a specified lot have been paid. A reasonable charge may be made by the Board and/or the managing agent if directed by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid.

Effect of Non-Payment of Assessments and Remedies. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after its due date a late fee of \$35.00 shall be assessed and the Corporation may bring an action at law against the member personally obligated to pay same, and/or foreclose the lien against the property as provided by the laws of the State of Oklahoma for the foreclosure of a mortgage or deed of trust, with or without power of sale; and interest costs and reasonable attorney fees of such action shall be added to the amount of such assessment. No member may waive or otherwise escape liability for the assessments provided herein by non-use of the common areas or abandonment of his lot.

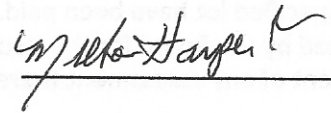
Subordination of Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first lien priority real estate mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot, which is subject to any mortgage or any proceeding in lieu of foreclosure thereto, shall extinguish the lien of such assessments as to payment thereof which became due prior to such sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Exempt Property: The following property subject to said Declaration shall be exempt from assessments;

- a) All properties dedicated to and accepted by a local public authority, and
- b) The Common Areas.

ADOPTED/AMENDED THIS 24th DAY OF January 2020

WINDSWOOD NORTH PROPERTY OWNERS ASSOCIATION, INC. An Oklahoma Corporation



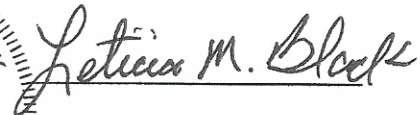
President

STATE OF OKLAHOMA]
] SS.
COUNTY OF OKLAHOMA]

Before me, the undersigned Notary Public, in and for said County and State, on this 24th day of January 2020 personally appeared Milton Harper Sr. to me known to be the identical person who signed the foregoing instrument and acknowledged to me that he executed same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.





My Commission Expires:

20200124010118150
Filing Fee: \$40.00

01/24/2020 11:57:15 AM
COV

