



**BYLAWS  
OF  
ABERDEEN FALLS HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE I  
NAME OF ASSOCIATION AND OFFICES**

Section 1. This Association shall be known as Aberdeen Falls Homeowners' Association, Inc.

Section 2. The principle office of and place of business of this Association shall be at Collins & Associates, 5153 East 51<sup>st</sup> St., Suite 108, Tulsa, OK, 74135, 918-524-3833; authorized agent for the Association. The Association may have other offices, at other place or places as the Board of Directors may from time to time designate or as the business of the Association may require.

**ARTICLE II  
DEFINITIONS**

Section 1. "Association" shall mean and refer to Aberdeen Falls Homeowners' Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Areas" shall refer to any portion of the Property other than the Lots which is shown on the recorded plat for Aberdeen Falls to be a common area and all improvements and fixtures located thereon, including, but not limited to, the Reserve areas designated on the recorded Plat and any other areas the Association is responsible for pursuant to the Bylaws and Declaration.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Areas.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any residential Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Aberdeen Falls, L.L.C., an Oklahoma limited liability company, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot for the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Deed of Dedication of Aberdeen Falls, filed in the Office of the County Clerk of Tulsa County.

Section 8. "Member" as provided in the Declaration, means the Owner, as herein described, and such Owner shall also be a member of the Aberdeen Falls Homeowners' Association. Homeowners' Association membership shall be mandatory and shall be appurtenant to and may not be separated from the ownership of a lot.

### ARTICLE III MEETING OF MEMBERS

Section 1. Annual Member Meeting. The annual meeting of the Members shall be held at a date, time, and place in Tulsa County to be set by the Board of Directors ("Board"). The order of the business at the annual meeting of Members shall be as follows:

- A. Call meeting to order
- B. Determine quorum
- C. Reports of officers, Board members, and committees
- D. Such miscellaneous business as may come or be brought before the membership
- E. Election of nominees to the Board of Directors

Section 2. Member in Good Standing. A Member in good standing shall be any Owner whose account has been paid current. An Owner whose account is more than thirty (30) days past due shall be ineligible to vote in person or by proxy, run for the Board of Directors or hold office, and shall forfeit the right to the use of the Common Areas and facilities.

Section 3. Special Member Meetings. Special meetings of the Members may be called at any time by a quorum of the Board, or upon written request of fifty-one (51%) percent of Owners eligible to vote. Such special meeting shall be held at a date, time and place in Tulsa County as set by the Board or Members. Business transacted at all special meetings shall be confined to the objects or purposes stated in the call.

Section 4. Notice of Member Meetings. Written notice of any Member meeting shall be given by, or at the direction of, the Secretary or person authorized to call the meeting. Such notice shall be mailed at least ten (10) days preceding the date of such meeting to each Owner.

Section 5. Minutes. The Secretary shall keep minutes, in sufficient detail, of the contents and transactions of any Member meeting, with such minutes distributed to all Owners in a timely manner thereafter.

Section 6. Quorum. The presence at any Member meeting of twenty (20%) percent of the total Owners eligible to cast, or proxies entitled to cast a vote, shall constitute a quorum at any Member meeting. The act of a majority of the quorum shall be the act of the Membership. If however, a quorum shall not be present or represented at any meeting, the meeting shall adjourn without further notice.

Section 7. Voting of Members. At any Member meeting, each Owner entitled to cast a vote may do so in person or by proxy. Each Owner with voting power shall be entitled to one

vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote cast with respect to any Lot.

Section 8. Voting for the Board of Directors. Every Owner entitled to vote at the annual meeting shall have the right to vote in person or by proxy for each nominee to the Board. No more than one vote may be cast per Lot for each Board position to be filled. The Board shall solicit nominees from the membership before any proxy is mailed. Nominees must be a Member in good standing. A list of nominees will be provided by the Board at the annual meeting and shall be part of any proxy. Write-ins and nominations from the floor shall not be accepted. A majority assent of the quorum shall elect each nominee to the Board.

Section 9. Proxies. Proxies shall be in writing and filed with the Secretary. Such proxy shall and must bear a date not more than two (2) days prior to said meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Owner of his or her Lot.

Section 10. Consent of Absentees. No defect in the proxy or the calling or noticing of a Member meeting shall affect the validity of any action at the meeting if a quorum was present by person or proxy.

#### ARTICLE IV BOARD OF DIRECTORS AND OFFICERS

Section 1. Purpose. The Board shall provide for the management of all the affairs, Property and business of the Association.

Section 2. Election to the Board of Directors. Election to the Board shall be made at the annual meeting of Members, except as provided in Section 12 hereunder. The effective date of such election shall be as provided in section 5 hereunder.

Section 3. Number of Board Members. The number of Board members of the Association shall be not less than three (3) persons, nor more than seven (7) persons.

Section 4. Election of Officers. The Board shall meet within sixty (60) days of their election at the annual meeting to elect officers of the Association. At this meeting the Board shall elect the following officers from among themselves: a President, a Secretary, and a Treasurer.

Section 5. Term of Office. The term of each Board member and officer shall be one (1) year from the date of the election of officers, as provided in section 4 herein, until the next annual election of officers, or until his or her successor is elected even though their tenure of office would thereby exceed one (1) year. Each Board member or officer, whether elected or appointed, shall hold office until his successor shall have been duly elected or until his death, resignation or removal in the manner herein provided.

Section 6. Regular Board Meetings. Regular meetings of the Board shall be held at least four (4) times a year at a date, time and place to be fixed by resolution of a majority of the Board members.

Section 7. Special Board Meetings. Any member of the Board may provide, by resolution, the time and place for the holding of any special meeting without other notice than such resolution.

Section 8. Action Taken Without a Meeting. The Board shall have the right to take any action in the absence of a meeting by obtaining the approval of a majority of the Board members by telephone or other electronic communication. The content and results of such communication shall be recorded and distributed to all Board members in a timely manner. Any action so approved shall have the same effect as though taken at a meeting of the Board.

Section 9. Minutes. The Secretary shall keep minutes, in sufficient detail, of the contents and transactions of all Board meetings, with such minutes distributed to all Board members in a timely manner.

Section 10. Quorum. A majority of the total number of Board members shall constitute a quorum for the transaction of business at any regular or special meeting, but if less than such majority is present at a meeting, the meeting shall adjourn without further notice. The act of a majority of the Board members present at a meeting in which a quorum is present shall be the act of the Board.

Section 11. Presumption of Assent. A Board member who is present at a meeting of the Board at which action on any matter is taken shall be presumed to have consented to the action taken unless his dissent shall be entered in the minutes of the meeting.

Section 12. Vacancies. Any temporary or permanent vacancy occurring with any Board member or officer, regardless of the manner in which caused, may be filled by a majority vote of the remaining Board members. In the case of a permanent vacancy, the Member elected shall serve for the remainder of the term of the Board member or officer replaced. Resignation by any Board member or officer shall be made in writing or electronic communication to the remaining Board members.

Section 13. Removal. Any Board member or officer may be removed by the affirmative vote of the majority of all members of the Board, when in its judgment the best interests of the Association would be served thereby. The effective date of any removal shall be made by written or electronic communication to the person so removed.

Section 14. Compensation. No Board member shall receive compensation for any service he may render to the Association. However, any Board member may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 15. Powers of the Board. The Board shall have the power and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Properties in accordance with the purpose of the Association as set forth in the Declaration, and the Bylaws. The Board may do all such acts and things except as prohibited by the statutes

of the State of Oklahoma, the Declaration, and these Bylaws. Such powers and duties shall include, but not limited to, the following:

- A. To adopt and publish rules and regulations governing the use of the Common Area and facilities, the personal conduct of the Owners and their guests, licensees and tenants, and to establish penalties, including, but not limited to, the power to levy fines for the infraction thereof, said fines to be considered special assessments to the responsible Owner under the provisions to these Bylaws and the Declaration.
- B. To take such actions as is provided for and allowed by the provisions of these Bylaws and the Declaration as the Board may from time to time determine to be necessary, including the authority to establish policy and regulations to define and enforce the covenants, conditions and restrictions as the same relate to the private building and use restriction of the Declaration, including the authority to assess the costs of enforcement of any such provisions against the responsible owner, and to levy reasonable fines for continued infractions of Association regulations or provision which costs and fines shall be treated as special assessments and collected in the same manner as costs and fines shall be treated as special assessments and collected in the same manner as regular assessments. The Association may also bring such legal action in the name of the Association as it determines through its Board to be necessary to enforce such regulations or provisions.
- C. Waive any interest, fees, and attorney or court costs, in whole or in part, owed to the Association by an Owner.
- D. Suspend the good standing of a Member during any period in which such Owner shall be in default in the payment of any assessment levied by the Board or Association.
- E. Make, repeal, amend, or alter the Bylaws of this Association.
- F. Foreclose the lien against any Lot for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner obligated to pay same.
- G. Employ a manager, agent, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.
- H. Authorize an officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

Section 16. Duties of the Board. It shall be the duty of the Board to:

- A. Cause the Common Areas to be maintained and improved.
- B. Provide for an annual Member meeting.
- C. Provide for regular Board meetings.
- D. Appoint an architectural committee pursuant to the terms and conditions of the Declaration.
- E. Provide for the enforcement of the covenants of the Declaration, these Bylaws and for any rules and regulations governing the Common Areas.
- F. Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed.
- G. Procure and maintain adequate liability and hazard insurance on Property owned by the Association.
- H. Cause all agents, employees, or contractors of the Association to provide evidence of liability insurance, workers compensation, and tax forms such as W-9's.

- I. Cause all officers, agents or employees of the Association having fiscal responsibilities to be bonded, as it may deem appropriate.
- J. Approve for filing all reports and returns of the Association as required by any Federal, State or Local government, agency or law.
- K. Provide for the fiscal management of the Association's income and expenses.
- L. Fix the amount of any annual or special assessments so that the Common Areas are adequately maintained and supported.
- M. Collect assessments from all Owners and pursue action against such Owners who refuse to pay or fail to pay assessments in a timely manner.

Section 17. Duties of Officers. The duties of the officers are as follows:

- A. President. The President shall in general supervise and control all the business and affairs of the Association, subject to the control of the Board; may sign any deeds, mortgages, bonds, contracts, or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws or some other office or agent of the Association; direct the enforcement efforts of the Bylaws, Declaration and any rules and regulations governing the Common Areas; perform all duties incident to the office of the President and such other duties as may be prescribed by the Board from time to time; have the responsibility for carrying into effect all orders and resolutions of the Board and Members as required or as good business dictates.
- B. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; see that all notices for meetings of the Board and of the Members are duly given in accordance with the provision of the Bylaws or as required by law; keep the corporate seal of the Association and affix it on all papers requiring the seal; keep current records showing the owner of record of each Lot in the Association together with their addresses and other vital contact information; and perform incident to the office of the Secretary and such other duties as required of him by the President or by the Board.
- C. Treasurer. The Treasurer shall have charge and custody of and be responsible for all monies, bonds and securities of the Association; receive and give receipts for monies due and payable to the Association from any source whatsoever; cause the collection of assessments and pursue action against delinquent Owners; disburse all funds of the Association in payment of the just demands against the Association; keep proper books of account; prepare an annual budget and a statement of income and expenditures; report the financial condition of the Association at regular meetings of the Board; cause to be prepared all financial reports or returns of the Association as required by any Federal, State, or Local government, agency or law; and perform incident to the office of the Treasurer and such other duties as required of him by the President or by the Board.

Section 18. Performance of Duties. Failure of the Board or officers to perform their duties shall not negate any action taken by such, nor affect the obligation of an Owner to make payment for any assessment.

ARTICLE V  
COMMITTEES

Section 1. All Committees. The Board shall appoint committees as it deems appropriate in carrying out its duties. Committee members shall be Members of good standing. All committees must keep minutes, in sufficient detail, of the transactions of their meetings and report the same to the Board at its next meeting. The President shall be an ex-officio member of all committees.

Section 2. Architectural Committee. The Association shall continue, maintain and be responsible for the establishment and continuation of an architectural committee in the time and manner provided in the Declaration. After the Declarant transfers the responsibility of the appointment of the committee members pursuant to the Declaration, the architectural committee shall consist of a minimum of one (1) person. The committee shall otherwise be governed in accordance with the terms and condition of the Declaration, and these Bylaws, including and without limitation, the Board of Directors.

Section 3. Standing or Temporary Committees. Standing or temporary committees may be appointed from time to time, and the Board may invest such committees with such powers as it may see fit, subject to such conditions as may be prescribed by such Board.

ARTICLE VI  
ASSESSMENTS

Section 1. Purpose. The assessments levied by the Association shall provide for the expenses, incurred or to be incurred, by the Association for the management, administration, operation, maintenance, safety, preservation and enhancement of the Common Areas. These expenses shall mean and refer to common expenses of the Association and shall include, but not be limited to, those expenses and allowances identified in Section 4 hereunder.

Section 2. Obligation to Pay. Each Owner is obligated to pay to the Association, annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. No Owner may waive or otherwise escape liability for the assessments provided for herein, including by the nonuse of the Common Areas or by abandonment of an Owner's lot.

Section 3. Uniform Rate and Collection Period. All assessments must be affixed at a uniform rate for all Lots and shall be collected on an annual basis, except as provided in Section 5 hereunder.

Section 4. Annual Assessment. The Board shall be responsible for determining an annual budget, fixing the annual assessment, and to levy and collect the same from each Owner. In no event shall the Board allow the amount of any annual assessment to be less than the minimum amount budgeted to adequately maintain and support the common expenses of the Association. Common expenses include, but are not limited to, the following:

- A. The actual or estimated costs necessary to operate, maintain, repair, replace, construct, or improve upon the Common Areas and any other areas within the

- Properties that are, or shall in the future be maintained by the Association on a daily or regular basis;
- B. The actual or estimated costs necessary to manage and administer the activities of the Association, including but not limited to any item or items designated, or to be provided or performed, by the Association pursuant to the Bylaws or the Declaration, or in furtherance of the purposes of the Association or in the discharge of any duties or powers of the Board, or for the compensation paid by the Association to managers, accountants, attorneys and agents;
  - C. An allowance for unpaid assessments not collected by the Association shall be required;
  - D. An allowance to set aside cash reserves to defray any anticipated or unanticipated shortfalls in cash flow, whatever the source or reason, shall be required;
    - o Monies collected for cash reserves shall be kept in a financial instrument separate from all other accounts.
  - E. An allowance to set aside funds for capital expense projects shall be required;
    - o These are expenses beyond the budget and scope of daily operations and maintenance. These are the estimated costs necessary to repair, replace, construct, or improve upon certain items of the Common Areas, on a one time or occasional basis.
    - o The Board shall be charged with identifying these items and collecting an annual amount necessary to pay for the estimated cost of these future expenses.
    - o Monies collected for capital expense projects shall be kept in a financial instrument separate from all other accounts.

The Board shall fix the amount of the annual assessment against each Lot. Written Notice of such amount shall be given to every Owner no later than thirty (30) days before such assessment comes due.

Section 5. Special Assessment for an Extraordinary Expense. If an expense occurs which is not anticipated through the budget process, as provided in Section 4 herein, the Board shall request the Owners to fund a special assessment for such item by calling a special Member meeting. Before monies are collected from the Owners, the request of this special assessment shall have the majority assent of all Members in good standing, who voted at such Member meeting, in person or by proxy, and where the minimum of a quorum was established.

Only after Members have approved the amount to be assessed, shall the Board have the authority to collect the amount to be charged to each Owner. Written notice of such amount shall be given to every Owner no later than thirty (30) days before such assessment comes due.

Section 6. Statements, Collection Period and Due Date.

- A. Annual assessments shall be collected from each Owner every twelve (12) months.
  - 1. Annual assessments are due July 1st of each year and are considered past due after that date.
- B. Special assessments are collected from each Owner, after Members have approved the amount to be assessed, on a date determined by the Board of Directors and are considered past due after that date.



- C. Statements for all assessments shall be sent no later than thirty (30) days before such assessment comes due. Failure to provide such written notice shall not constitute a waiver of the obligation of the owner to pay such assessment.

Section 7. Payment of Assessments.

- A. Payments shall be posted on the day the payment is received by the Association or its authorized agent.
- B. Payment by check, money order, or cashier check accepted. Cash is not accepted.
- C. Bank auto draft is available to Owners for payment of annual assessments.
- D. An Owner who pays any assessment by check or auto draft, in which such check or auto draft is returned for insufficient funds shall be charged for bank fees incurred by the Association, plus any other applicable interest, fees, or administrative costs as provided for in Section 8 hereunder.
- E. The Association shall issue upon written request by an Owner, or an authorized agent or representative of an Owner, a certificate setting forth the current balance on such Owner's account. The amount shown on such certificate shall be conclusive evidence of the balance owing on such account as of the date of the certificate. A reasonable charge, as determined by the Board may be assessed by the Association for the issuance of these certificates.
- F. As provided in the Declaration, the Board or its officers shall not offset or waive any assessment without the affirmation of seventy-five (75%) percent of Owners, as provided in the Declaration.

Section 8. Delinquent Accounts, Liens and Legal Action.

- A. Owners shall be jointly and severally liable for all unpaid assessments, together with interest and administrative fees thereon as provided for hereunder. Such monies, together with any attorney fees or court costs incurred in the collection thereof, shall constitute a continuing lien upon the property until paid in full.
- B. Any assessment not paid in full and not received by the Association within thirty (30) days of the due date shall 1) accrue a monthly interest penalty thereafter of eighteen (18%) percent per annum and 2) shall also be charged an administrative handling fee of fifty (\$50) dollars per month thereafter until all monies due are paid in full.
- C. All assessments that come due and remain unpaid after thirty (30) days may result in a lien being filed against the subject Lot. All costs and fees associated with the filing of such a lien will be assessed back against the Owner's account.
- D. All monies not paid in full and not received by the Association within sixty (60) days of the due date may be subject to legal action to collect the same. All costs and fees associated with the filing of such legal action will be assessed back against the Owner's account.
- E. Notice of any lien or legal action shall be sent to the Owner by certified mail at least ten (10) days before such action is filed in Tulsa County.
- F. The sale or transfer of any Lot shall not affect a lien filed thereon by the Association. The grantor and the grantee of such a conveyance shall be jointly and severally liable for all unpaid assessments, together with interest and administrative fees, and any attorney fees or court costs incurred with the filing of liens or legal action on such Lot, at the time of conveyance, except as may be provided hereunder. Any person contemplating acquiring an interest in any Lot under a contract of sale with an Owner of such Lot shall be entitled to a certificate from the Association as provided in

Section 7(E) hereunder setting forth the amount due but unpaid relating to such Lot, if any, and such person shall not be liable for nor shall any lien attach to the Lot in excess of the amount set forth in the certificate, except for assessments which occur or become due after the date of such certificate.

- G. The lien against an Owner or their successor shall not be released until all unpaid assessments, together with interest and administrative fees, and any attorney fees or court costs incurred with the filing of liens or legal action on such lot, have been paid in full.

## ARTICLE VII NOTICES

Section 1. Form and Manner of Written Notice. Whenever the provisions of any statute or these Bylaws require written notice to given to any Director, officer, or Member; such notice shall be deemed to be delivered upon actual receipt by the addressee or if mailed, whether actually received or not, when deposited in any United States Post Office in a postpaid, sealed wrapper, addressed to such Director, officer or Member at his or her address that last appears in the books of the Association.

Section 2. Owner Responsibility. Each Owner, whether real or fictitious, is solely responsible for providing written notification to the Association Secretary of any name or street address changes or inaccuracies that would affect delivery service of any written notice served hereunder. Said notification shall be provided no later than ten (10) days following any such change. Unless notification has been given otherwise, the last address appearing on the books of the Association shall mean the name and street address information provided for in the owner of record document filed with Tulsa County. When the owner of record is a corporation, partnership, organization, limited liability company or any other fictitious person, the last address appearing on the books of the Association shall mean the entity name, agent for service name, and street address provided in the Registered Agent document filed with the Oklahoma Secretary of State. When the Owner is an individual or Trust and the residence is under construction or unoccupied, the Owner shall provide the Association Secretary with a valid address where written notices and statements can be delivered.

## ARTICLE VIII AMENDMENTS TO BYLAWS

Section 1. Amendment by Board of Directors. The Board shall have the power to make, repeal, amend, or alter the Bylaws of this Association by a vote of a majority of the Board. Notice shall be mailed to each Member at least thirty (30) days preceding the date of any effective change.

Section 2. Amendment by Members. By the written request of fifty-one (51%) percent of Owners eligible to vote, such Members may request the Board to alter or amend the Bylaws at a special Member meeting where the proposed change of the Bylaws have been set out in the notice of such special meeting.

Section 3. Limitation on Amendments. Neither the Board nor the Members shall have the power or authority to amend any of these Bylaws in a manner inconsistent with the Declaration, including and without limitation, provisions in the Declaration relating to the Association's responsibilities for maintaining and improving the Common Areas. The amendment of any covenants and restrictions set forth in the Declaration may only be amended in accordance with the terms of said Declaration.

ARTICLE IX  
MISCELLANEOUS

Section 1. Loans. No loan shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name.

Section 2. Checks, Drafts, Etc. All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents, of the association, and in such manner as from time to time may be determined by resolution of the Board.

Section 3. Deposits. All funds of the Association not otherwise employed shall be deposited to the credit of the Association in such banks, trust companies, or other depositories as the Board may elect.

Section 4. Corporate Seal. The Board shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association and the State of Incorporation and the words, "Corporate Seal."

Section 5. Books and Records. All books, accounts and records of the Association unless otherwise required by law or authorized by the Board shall be kept at the principal office the Association and shall be open to inspection at the Association's principal office by the Board and Members of the Association at any reasonable time or times. Members may be purchase copies at a reasonable cost.

Adopted this 31st day of March, 2011  
Effective the 6th day of May, 2011



ABERDEEN FALLS HOMEOWNERS'  
ASSOCIATION, INC.

Mark Repasky  
Mark Repasky, Secretary

By: Charlotte Muniz-Montgomery  
Charlotte Muniz-Montgomery, President

By: Paul Endsley  
Paul Endsley, Member Board of Directors

By: Pam Brown  
Pam Brown-Payton, Treasurer

By: Brian Morgan  
Brian Morgan, Member Board of Directors

I, Mark Repasky, the duly elected, qualified and acting Secretary of Aberdeen Falls Homeowners' Association, Inc., do hereby certify that the within and foregoing Bylaws shall be duly adopted by the Board of Directors of said Association on the effective date above.