



BYLAWS OF

COFFEE CREEK PROPERTY OWNERS, INC.
an Oklahoma not-for-profit corporation

Addressing:

All of COFFEE CREEK,
An Addition to the City of Owasso, Tulsa County,
State of Oklahoma, according to the recorded Plat thereof.

ARTICLE I

OFFICES AND CONCEPT

SECTION 1.01. Registered Office and Registered Agent. The registered office and registered agent shall initially be as set forth in the Certificate of Incorporation of Coffee Creek Property Owners, Inc. ("the Association") and continue as such until changed in duly adopted actions of the Board of Directors. Each registered office and registered agent may be changed from time to time by a duly adopted action of the Board of Directors, and the corporation shall file an appropriate statement of change of registered office or registered agent promptly after the taking of such action in accordance with applicable law. A copy of the Certificate of Incorporation is attached hereto as Attachment 1.

SECTION 1.02. Conditions and Restrictions. The Declaration of Covenants, Conditions and Restrictions for Coffee Creek ("The Declaration") has contained therein many provisions which govern and control the operation of the Association. All such provisions in The Declaration which pertain to the Association are deemed incorporated herein by reference thereto as if same were once again fully set forth herein. In the event of any conflict or inconsistency between the provisions of said Declaration and the Provisions of these Bylaws, then said Declaration shall control.

SECTION 1.03. Future Phases; Enjoyment by others. These Bylaws are intended to be broad enough so as to govern any and all future phases which are specifically denominated as a phase of Coffee Creek. It is recognized that such future phases shall or may have separate and independent declarations of covenants, conditions and restrictions ("The Future Declarations"). The Future Declarations may, in the sole discretion of the Declarant thereof, make reference to and thereby adopt the provisions of these Bylaws, thereby incorporating the property referred to in The Future Declarations into this Association and subjecting such future property to these Bylaws.

Any Common Area, Reserve Areas or Park Areas set forth in the Plat of Coffee Creek or referred to in The Declaration or The Future Declarations may be enjoyed by any owner of a lot governed by any of said Declarations. Also, such areas may potentially be enjoyed by any other adjacent or nearby owners if the Board of Directors of the Association, in its sole discretion, determines that such owners or public may be given such entitlement. By way of example, and not by means of limitation, the First United Methodist Church of Owasso, a non-profit corporation ("the Church"), has purchased an unplatted tract within the Coffee Creek P.U.D. The Church has been granted the right to use and enjoy any Common Areas, Park Areas or Reserve Areas that have been or will be created adjacent to the Coffee Creek Addition for church related functions and outings. Such right is free of assessments, but does not include any voting rights.

ARTICLE II

MEMBERS

SECTION 2.01. Place of Meeting. All meetings of the members of the Corporation shall be held at the registered office of the Corporation unless otherwise determined by the Board of Directors and specified in the notice of meeting, in which event the meeting shall be held at the place designated in the notice of such meeting.

SECTION 2.02. Annual Meeting. The Board of Directors may fix the date and time of the annual meeting of the members. At the annual meeting, the members then entitled to vote shall transact all business, including any necessary elections, as may properly be brought before the meeting.

SECTION 2.03. Special Meetings. Special meetings of the members of the Corporation may be called for any purpose for which meetings may lawfully be called at any time by the President or by a majority of the Board of Directors, and shall be called after the Corporation's receipt of the request in writing of one-fourth of the members of the Corporation entitled to vote. Every request for a special meeting shall state the specific purpose or purposes of the meeting. The date of the meeting shall be held at such date and time as the President may fix, but not less than 10 nor more than 60 days after the receipt of the request, and the Secretary shall give due notice thereof. If the President shall neglect or refuse to fix the time and date of such meeting, the person or persons calling the meeting may do so.

SECTION 2.04. Notice of Meetings; Quorum. Written notice of any meeting for the purpose of taking any action authorized hereunder shall be sent to all Members not less than ten (10) days nor more than forty-five (45) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast

fifty percent (50%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. **Regardless of any other provisions in this paragraph to the contrary, prior to the Turnover Date (as defined in Section 2.06 B below), no notice or quorum requirements shall be applicable to the Association.**

SECTION 2.05. Conduct of Meeting. All annual and special meetings of members shall be conducted in accordance with such rules and procedures as the Board of Directors may determine, subject to the requirements of applicable law and, as to matters not governed by such rules and procedures, as the chairman of such meetings shall determine. The chairman of any annual or special meeting of members shall be the President or, in his absence, the Vice-President of the Corporation. The Secretary, or in the absence of the Secretary, a person designated by the chairman of the meeting, shall act as secretary of the meeting.

SECTION 2.06. Membership, Voting Rights and the Association.

A. Membership in the Association shall consist of all owners of lots in Coffee Creek and the owners of such additional property as may be designated by the Declarant. No lot shall be entitled to more than one (1) vote, regardless of the number of owners. Membership shall be appurtenant to any lot and may not be separated from ownership of any lot, which is subject to assessment. No lot owned by Coffee Creek Residential Group, L.L.C. ("the Developer"), shall be subject to assessment.

B. **Developer Control of Association.** At the time of adoption of these Bylaws, the Developer is the sole owner of all lots in Coffee Creek. The Developer shall be in sole and complete legal control of the Coffee Creek Property Owners, Inc. from the inception thereof until such time as the Developer relinquishes control thereof as set forth herein. The date on which the Developer's rights hereunder shall terminate shall be referred to as the "Turnover Date". The first and all subsequent Boards prior to the Turnover Date shall consist of those persons designated by the Developer. The Developer's rights under this section to designate the members of the Board shall terminate on the first to occur of (a) such time as the Developer no longer holds or controls title to any lot in Coffee Creek, (b) the giving of written notice by the Developer, to the Association's Board or the Association's members, of the Developer's election to terminate such rights, or (c) ten (10) years from the date of recording hereof. From and after the Turnover Date, the Board shall be constituted and elected as provided in the Association's Bylaws. Prior to the Turnover date all of the voting rights of the lot

owners shall be vested exclusively in the Developer. The lot owners, prior to the Turnover Date, shall have no voting rights. Despite having no voting rights at that point in time, such lot owners' lots shall nevertheless be subject to assessment. The Developer, upon request, shall supply such lot owners with an annual accounting of the manner in which collected assessments have been spent.

C. The Association has been incorporated as an Oklahoma not-for-profit corporation. The Association shall be the governing body for all of the Owners for the administration and operation of the Common Areas, Reserve Areas, Decorative Fencing and/or Park Areas and for the administration of the Association. The Association shall have all rights, privileges and authority reasonably implied from the existence of any right, privilege or authority granted to it in these Bylaws and the Declarations or otherwise reasonably necessary to effectuate any such right, privilege or authority.

SECTION 2.07. Assessments; Initial and Otherwise. The following annual assessments shall be made on a per lot basis:

\$300.00 per year per lot

The first annual assessment period shall commence as of a date to be determined by the Board of Directors. Such assessments shall be deemed delinquent if not paid on or before **March 1** of each year. The Board of Directors shall review the amount of such assessment annually and give appropriate notice of the amount and due date thereof to all members. Such assessments as set forth above may be increased by ten percent (10%) per year by the Board of Directors of the Association and up to fifteen percent (15%) per year upon the affirmative vote of two-thirds of the owners of lots in the Addition. Such assessments shall be a lien upon the lot assessed. Any such lien may be foreclosed by the Association and the lot owner shall be responsible for all costs and attorneys fees incurred by the Association in connection with such suit. The purposes and uses of the annual assessments shall be as determined from time to time by the Board of Directors of the Association. Special assessments for capital improvements shall be permitted up on the affirmative vote of two-thirds of the owners of lots in the Addition.

ARTICLE III

BOARD OF DIRECTORS

SECTION 3.01. Powers. The Board of Directors shall have full power to manage the business and affairs of the Corporation; and all powers of the Corporation, except those specifically reserved to the members by law, the Certificate of Incorporation or these Bylaws, are hereby granted to and vested in the Board of Directors.

SECTION 3.02. Number, Qualifications, Election and Term of Office. Prior to the Turnover date, the Board shall consist of at least three (3) natural persons from time to time designated by the Developer, which persons may, but need not, be members of the Association. At the time of the execution of these Bylaws, the Developer is the sole owner of all lots within Coffee Creek and, pursuant to the power vested in it, hereby designates the following three individuals to constitute the initial board of directors: i) Pete Kourtis; ii) David Charney; and iii) Greg Simmons. Prior to the Turnover Date, the Developer may change the composition of the Board in its sole discretion. Thereafter, the Board of Directors shall consist of such number of directors as may be determined from time to time by resolution of the Board of Directors; provided that the Board shall consist of not less than one (1) nor more than nine (9) persons. After the Turnover Date, all directors shall be elected annually by the Members of the Association. No director need be an officer or member of the Corporation but each director shall be a natural person 21 years of age or older. Each Director shall serve until the next annual meeting of the members or until his successor shall have been duly elected and qualified, except in the event of his death, resignation or removal.

SECTION 3.03. Vacancies. After the Turnover Date, any Director may be removed, either for or without cause, at any meeting of members by the affirmative vote of a majority of the members present in person or by proxy at such meeting and entitled to vote for the election of such director, provided notice of the intention to act upon such matter shall have been given in the notice calling such meeting. Vacancies and newly created directorships resulting from any increase in the authorized number of Directors may be filled by a majority of the Directors then in office, though less than a quorum, or by a sole remaining Director, and any Director so chosen shall hold office until the next annual election or until his successor is duly elected and qualified. If there are no Directors in office, then an election of Directors may be held in the manner provided by law. If, at the time of filling any vacancy or any newly created directorship, the Directors then in office shall constitute less than a majority of the whole Board (as constituted immediately prior to any such increase), a court of competent jurisdiction

