



**BYLAWS OF PECAN ESTATES NEIGHBORHOOD ASSOCIATION, INC.**

In accordance with the Articles of Incorporation of the Pecan Estates Neighborhood Association, Inc., and the Deed of Dedication and Restrictive Covenants for Pecan Estates, an addition to the City of Glenpool, Tulsa County, Oklahoma, filed as Plat No. 5990 in the office of the Tulsa County Clerk, Tulsa, Oklahoma, on May 5, 2006, as Document No. 2006051130, the following are adopted as the Bylaws of the Pecan Estates Neighborhood Association, Inc., the purpose of which shall be the governance of the residential addition known as Pecan Estates.

**ARTICLE I**  
**DEFINITIONS**

1.1. "Assessments" shall mean and refer to all assessments levied by the Board of Directors of the Association, whether regular or special, as provided for under the provisions of these Bylaws or the Deed of Dedication. This term shall be synonymous with the term "dues" when used in these Bylaws or the Deed of Dedication.

1.2. "Association" shall mean and refer to the Pecan Estates Neighborhood Association, Inc., its successors and assigns.

1.3. "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association as appointed and elected hereunder.

1.4. "Common Area" shall mean and refer to any portion of the Properties, other than the Lots, which is shown on the recorded plat for Pecan Estates to be a common area. The common area may include a Lot if the same becomes owned by the Association through the exercise of the authority of the Board of Directors hereunder, and may further include, but shall not be limited to Reserve Areas according to the recorded Plat.

1.5. "Common Expenses" shall mean and refer to the actual and estimated costs incurred or to be incurred by the Association in administering, maintaining, operating and conducting activities in connection with the matters that the Association is responsible for pursuant to the Deed of Dedication and these Bylaws, which may include a reasonable reserve for capital repairs and replacements. The Association shall incur all Common Expenses. The Owners shall be responsible for the payment of the Common Expenses. Common Expenses shall include, but not be limited to, those expenses identified in Article VI hereafter.

1.6. "Covenants and Restrictions" shall mean and refer to the provisions of the Deed of Dedication filed of record in the office of County Clerk for Tulsa County, Oklahoma.

1.7. "Developer" shall mean and refer to Oral D. Wingard and/or 301 Club, LLC.

1.8. "Deed of Dedication" shall mean and refer to Deed of Dedication and Restrictive Covenants for Pecan Estates as filed of record in the office of the County Clerk for Tulsa County, Oklahoma, as the same may be duly amended from time to time in the manner provided for hereunder.

1.9. "Development" shall mean and refer to the Properties as defined.

1.10. "Improvement" shall mean any building, residence, structure, landscaping, modification, alteration, addition, renovation, replacement, or change on or as to any Lot from the time the Declarant first transfers the same to a builder or owner, no matter by whom made.

1.11. "Lot" shall mean and refer to that portion of the Properties designated on the plats by Lot number and Block number for separate ownership, the boundaries of which being the Lot lines as shown on the plat map of the Properties.

1.12. "Member(s)" shall mean and refer to each person(s) entitled to membership as provided for in the provisions of these Bylaws and in the Deed of Dedication.

1.13. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation, and further excluding the Developer and any grantee of the Developer who is a builder/investor with the intent to construct a residence on a Lot for resale to a third party, said exemption for a builder/investor being subject to the limiting provisions of Section 6.3 below.

1.14. "Properties" shall mean and refer to the entire development known as Pecan Estates as the same is legally described and marked by the plat map for Pecan Estates filed of record as Plat # 5990 in the office of County Clerk for Tulsa County, Oklahoma. Additionally, the Association may by a vote of a majority of the Members present in person or by proxy at a regular or special meeting to accept such other additions or subdivisions within the jurisdiction and control of the Association.

## **ARTICLE II** **MEMBERSHIP**

2.1. **Membership and Voting.** The membership of the Association shall be limited to the title owners according to the records of the County Clerk for Tulsa County, Oklahoma, whether one or more persons or entities, of a fee simple title to a Lot situated within the Properties, including any land annexed pursuant to the terms of the Deed of Dedication. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation, other than contract sellers. Membership shall be appurtenant to and may not be separated from ownership of any Lot situated within the Properties. Ownership of a Lot shall be the sole qualification for membership. Membership in the Association shall be governed by the Bylaws of the Pecan Estates Neighborhood Association, Inc. When more than one person holds an interest in any Lot, all of such persons shall be Members, but except as provided hereafter, in no event shall more than one vote be cast with respect to any one Lot.

2.2. **Annual Meetings.** The first annual meeting of the Members shall be held within one (1) year from the date of incorporation by the Association, at a date, time and place to be set

by the Board of Directors. Each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, or within ten (10) days thereof as may be determined by the Board of Directors.

**2.3. Special Meetings.** Special meetings of the Members may be called at any time by the President pursuant to a majority vote of the Board of Directors, or upon written request of a minimum of thirty percent (30%) of the Members who are entitled to vote, and such request shall state the purpose or purposes of the proposed meeting. Business at a special meeting so called shall be limited to the purpose or purposes stated in the call for such meeting.

**2.4. Notice of Meetings.** Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of the notice, postage prepaid, at least ten (10) days before such meetings to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by the Member to the Association for the purpose of notice. The notice of meeting shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

**2.5. Quorum.** The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, thirty percent (30%) of the votes shall constitute a quorum for any action except as otherwise provided in the Certificate of Incorporation, as amended, the Deed of Dedications or these Bylaws. If, however, a quorum shall not be present or represented at any meeting, the Members present shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or be represented.

**2.6. Proxies.** At all meetings of Members, each Member may vote in person or by proxy. Proxies shall be in writing and filed with the Secretary at or prior to the time of the meeting. Each proxy shall be revocable and shall automatically cease upon conveyance of the Lot of the Member who had given the proxy or by the member's attendance at the meeting.

### **ARTICLE III** **BOARD OF DIRECTORS**

**3.1. Number and Initial Board of Directors.** The affairs of the Association shall be managed by a Board of Directors, who shall be Members of the Association. The initial Board of Directors shall consist of the three (3) persons designated in the Articles of Incorporation of the Association, the same being O. D. Wingard, Dawn Box, and Dixie Webster. These initial Directors shall serve until the election of the Board of Directors at the first annual meeting. Thereafter the Board shall consist of not less than three (3) nor more than seven (7) Directors. The total number of Directors to serve on the Board of Directors will be determined by a majority vote of the Board of Directors at its regular meeting. At the first annual meeting of the Association, three Directors shall be elected to replace the initial Board of Directors. One Director shall serve an initial term of one (1) year; a second Director shall serve an initial term of two (2) years, and a third Director shall serve an initial term of three(3) years. Thereafter, each Director elected shall hold office for a term of three (3) years, or until he earlier resigns or is

removed as provided for hereafter.

**3.2. Removal.** Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, his successor shall be appointed by the remaining Directors to serve until such time as the Members of the Association shall elect a new Director, either at the next annual Members meeting, or at a special meeting called for that purpose. Such new Director shall serve for the unexpired term of his predecessor.

**3.3. Compensation.** No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

**3.4. Action Taken Without a Meeting.** The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

**3.5. Number, Qualification and Appointment.** Other than the initial Board of Directors, nominations for election of Directors shall be made by a Nominating Committee to be formed by the Board of Directors. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Nominees must be Members of the Association, and must be current on the payment of their assessment account.

**3.6. Election.** Election to the Board of Directors shall be by secret written ballot if requested by any Member. At the election, each Member, or his proxy, may cast for each vacancy one vote for each Lot owned by such Member. The persons receiving the largest number of votes shall be elected. Cumulative voting is prohibited.

**3.7. Regular Meetings.** Regular meetings of the Board of Directors shall be held quarterly at such place and hour as may be fixed from time to time by resolution of the Board. Notice of regular meetings of the Board shall be given to each Director at least three (3) days prior to the date set for such meeting. The first regular meeting of the first elected Board of Directors shall be held immediately following the first annual meeting of the Members. If a regularly scheduled meeting should fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. The initial Board of Directors need not meet on a quarterly basis, and may conduct necessary business at special meetings called as provided for in hereunder. The meetings of the Board of Directors shall not be open to the general membership unless agreed upon in advance by a majority vote of the Board.

**3.8. Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than eight

(8) hours notice to each Director providing the time, place and purpose of such special meeting.

**3.9. Waiver of Notice.** Before or at any meeting of the Board of Directors, whether regular or special, any Director may waive the right to prior notice of such meeting, and such waiver shall meet the requirements of the giving of notice. Attendance of any Director at a meeting of the Board of Directors shall be deemed to be the equivalent of a waiver of the giving of such notice.

**3.10. Quorum.** A majority of the number of Directors shall constitute a quorum for the transaction of business. An act or decision of the Board shall require the vote of a majority of the Directors present at a duly held meeting at which a quorum is present.

#### **ARTICLE IV** **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**4.1. Powers.** The Board of Directors 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 purposes of the Association as set forth in the Articles of Incorporation, the Deed of Dedication, and these Bylaws. The Board of Directors may do all such acts and things except as prohibited by the statutes of the State of Oklahoma, the Articles of Incorporation, the Deed of Dedication, 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, and the personal conduct of the Members 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 Deed of Dedication;
- B. To suspend the voting rights and right to use of the Common Area and facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association;
- C. To suspend the right to use of the Common Area and facilities after notice and opportunity for hearing for a period not to exceed sixty (60) days, for infraction of published rules and regulations;
- D. To exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, the Certificate of Incorporation, and the Deed of Dedication;
- E. To have the discretion to declare the office of a member of the Board of Directors to be vacant in the event the member shall be absent from three (3) consecutive

regular meetings of the Board of Directors without sufficient cause as determined by the Board;

- F. To employ a manager, an independent contractor or such other employees as they deem necessary and to prescribe their duties;
- G. To take such actions as is provided for and allowed by the provisions of these Bylaws, the Articles of Incorporation, and the Deed of Dedication as the Board may from time to time determine to be necessary to enforce the covenants, conditions and restrictions, and rules and regulations governing the Properties, including the authority to levy reasonable fines for continued infractions which shall be treated as special assessments and collected in the same manner as regular assessments, and/or to bring legal action in the name of the Association to enforce such provisions.

**4.2. Duties.** It shall be the duty of the Board of Directors to:

- A. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at a special meeting when such statement is requested in writing signed by a minimum of twenty-five percent (25%) of the Members eligible to vote. The books and records of the Association shall be subject to inspection at all times during reasonable business hours by any Member. The Board may adopt by resolution reasonable requirements and restrictions relating to the production of records as the Board may determine to be necessary to avoid unduly burdensome and harassing requests. Reasonable copying expenses may be charged the requesting party prior to any such requested production. Any fees charged the Association in compliance with such request shall be the responsibility of the party making the request;
- B. Supervise all officers, agents and employees of this Association, and to see that their duties are properly informed;
- C. Pursuant to the provisions of the Deed of Dedication and the Articles of Incorporation, to prepare the annual budget of the Association and to determine the amount of the annual assessments, and to levy and collect the same, together with all special assessments as may be levied by the Board of Directors from time to time;
- D. Collect all delinquent assessments, whether regular or special, including fines, by suit or otherwise, and to enjoin or seek damages from an Owner who is in default of the provisions of the Deed of Dedication or these Bylaws; to further levy and assess late fees and/or finance charges on any Member account that is delinquent in the payment of any regular or special assessment in such amounts as the Board of Directors may determine in its judgment to be reasonable and necessary to

assure compliance with the requirements of the Deed of Dedication and these Bylaws;

- E. Issue, or to authorize an appropriate officer to issue, upon request by an appropriate party, a certificate setting forth the status of a Member's assessment account. A reasonable charge may be made by the Board for the issuance of such a certificate. If a certificate states an assessment is current and paid in full, the certificate shall be conclusive evidence of payment;
- F. Insure, and keep insured, all of the Common Areas and the personal property of the Association in an amount equal to their replacement value, or such other amount as deemed appropriate by the Board of Directors;
- G. Cause the Common Area and other areas which are the responsibility of the Association to be maintained in orderly fashion.

## **ARTICLE V**

### **OFFICERS AND THEIR DUTIES**

**5.1. Enumeration of Officers.** The officers of this Association shall be appointed by a majority vote of the Board of Directors, and shall be a President and Vice President, who shall at all times be Members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

**5.2. Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

**5.3. Term.** The officers of this Association shall be elected annually by the Board and each shall office for one (1) year unless he shall sooner resign, or shall be removed sooner by a majority vote of the Board, or otherwise become disqualified to serve.

**5.4. Special Appointments.** The Board may elect other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

**5.5. Resignation and Removal.** Any officer may be removed from office with or without cause by a majority vote of the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. A resignation shall take effect on the date of receipt of such notice or at any other time specified therein, and unless otherwise specified therein, the acceptance of the resignation shall not be necessary to make it effective.

**5.6. Vacancies.** A vacancy in any office may be filled by appointment by a majority vote of the Board. The officer appointed to a vacancy shall serve for the remainder of the term of the officer he replaces.

5.7. **Multiple Offices.** The offices of Secretary and Treasurer may be held by the same person. Other than the foregoing, no person shall simultaneously hold more than one (1) of any of other offices except in the case of special offices created pursuant to Section 5.4 of this Article.

5.8. **Duties.** The duties of the officers are as follows:

- A. **President.** The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall ~~co-sign all checks~~ and promissory notes.
- B. **Vice President.** The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
- C. **Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring the same; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association, together with their addresses, and shall perform such other duties as required by the Board.
- D. **Treasurer.** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause a review of the books of account for the Association to be made annually by a Certified Public Accountant and a report prepared for the benefit of the Association; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and shall deliver a copy to each of the Members.

## **ARTICLE VI** **FISCAL MANAGEMENT**

The provisions for the fiscal management of the Association for and on behalf of all of the Members shall be as set forth in these Bylaws and in the Deed of Dedication. As provided hereafter, each Member is obligated to pay to the Association annual assessments. The assessments levied by the Association shall be for the purpose of promoting the recreation, health and safety, and welfare of the Owners and Members, and for such other purposes as maybe set forth in these Bylaws or the Deed of Dedication. No Member may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.



**6.1. Regular Assessments.** There shall be an annual Regular Assessment levied for each Lot owned by an Owner as defined hereunder. The first annual Regular Assessment shall be in the amount of \$100.00, and shall be due and payable as set forth in Section 6.3 below. Thereafter annual Regular Assessments shall be due and payable on the first day of the fiscal year as set forth in Section 8.1 hereof, and shall be in such amounts as may be determined by the Association operating through its Board of Directors which shall be responsible to annually determine the budget for the coming year, and to levy and collect the same from the Members in accordance with the provisions of these Bylaws and the Deed of Dedication. The Regular Assessment for any given year may not be raised by the Board of Directors by an amount greater than fifty percent (50%) of the previous year's Regular Assessment without first obtaining the affirmative vote of a majority of the Members in attendance, either in person or by proxy, at either the annual meeting of the Members or at a special meeting duly called and noticed for that purpose. Not later than thirty (30) days prior to the beginning of each fiscal year of the Association, the Board of Directors shall make available for review by each Member at the Association's office during reasonable times, a pro forma operating statement or budget for the upcoming fiscal year which shall, among other things, estimate the total Common Expenses to be incurred by the Association for such fiscal year, and the proposed amount of the Regular Assessment for the fiscal year. The failure of the Board to provide such pro forma operating statement or budget shall not affect the obligation of a Member for the payment of the Regular Assessment.

**6.2. Special Assessment.** In addition to the Regular Assessment, the Board of Directors may levy Special Assessments as necessary from time to time 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, including the necessary fixtures and personal properties related thereto, and to make up for any anticipated shortfall in the annual budget for any given year, all in accordance and in pursuant to the provisions of the Bylaws and the Deed of Dedication. Any proposed special assessment that is in an amount greater than twenty-five (25%) of the previous year's budget shall require the affirmative vote of a majority of the Members in attendance, either in person or by proxy, at either the annual meeting of the Members or at a special meeting duly called and noticed for that purpose. Special Assessments may also be levied against an individual Member's assessment account to reimburse the Association for attorney fees and legal costs incurred by the Association in collection of a past due assessment account, or for fines as provided for hereunder.

**6.3. Date of Commencement of Regular Assessments.** The Regular Assessment shall commence to be due and owing as to each Lot upon the date of the conveyance of such Lot to an Owner by the Developer, or by a builder/investor who has taken title to such Lot from the Developer for the purpose of constructing a residence thereon for resale to a third party, or on January 1, 2010, whichever date is later. For Lots conveyed to Owners after January 1, 2010, the first annual Regular Assessment for such Lot shall be prorated for that fiscal year according to a formula adopted by the Board of Directors. Provided: A builder/investor shall be exempt from payment of Regular or Special Assessments for three (3) years from the date such builder/investor takes title to a Lot from the Developer. Thereafter, such builder/investor shall be liable for Regular and Special Assessments as any other Owner. The failure of the Association to provide the notice requirements set forth in these Bylaws shall not constitute a waiver of the right

of the Association to collect any Regular Assessment that may have come due prior to the adoption of these Bylaws. The Board of Directors, however, shall be authorized to determine in the exercise of its sole discretion an equitable method for the levying and collection of any such Regular Assessment levied for any fiscal year prior to the adoption of these Bylaws.

**6.4. Time and Manner of Payment; Late Charges and Interest.** If an Owner assessment is not paid within thirty (30) days after its due date, each such Assessment shall have added to it a late charge equal to ten percent (10%) of the amount of Assessment and thereafter bear interest at the default interest rate of eighteen percent (18%) per annum until paid. The Association may, in its discretion and without waiving the imposition of a late charge or interest in any other instance, waive the late charge and/or interest in any particular instance. A delinquent Member shall be liable for all attorneys fees and other related costs incurred by the Association as a result of efforts to collect such delinquency, and such fees and costs shall be considered a Special Assessment to be levied against the responsible Member's assessment account as allowed and provided for under these Bylaws and the Deed of Dedications.

**6.5. No Offsets.** All Assessments shall be payable in the amount specified in the notice of Assessment and no offsets against such amount shall be permitted for any reason, including without limitation, a claim that the Association is not properly performing its duties or exercised its powers as provided in these Bylaws or the Deed of Dedication. Provided: The Board of Directors shall have the authority to defer or waive the payment of any part of a Members assessment account if the Board determines that such action would be in the best interest of the Association in the negotiation and settlement of a disputed claim involving one or more Owners.

**6.6. Reserves.** Reserves included in any budget for Common Expenses which are collected as part of Regular Assessments shall be deposited by the Association in a separate bank account to be held in trust for the purposes for which they are budgeted and are to be segregated from and not commingled with any other funds of the Association, except to the extent that the Association's regularly employed accountant deems it desirable to do otherwise on the basis of standard accounting principles in similar contexts or the laws (tax or otherwise) of the State of Oklahoma or the United States relating to non-profit corporations, or homeowners associations. Such reserves shall be deemed a contribution to the capital account of the Association by its Members.

**6.7. Subordination of Lien.** Any lien which arises against a Lot by reason of the failure or refusal of an Owner to make timely payment of any Assessment shall be subordinate to the lien of a prior recorded first mortgage on such Lot. Provided: Such subordination shall apply only to assessments or installments which have come due and payable prior to the sale of such Lot pursuant to a judgment in foreclosure of the first mortgage. Such sale pursuant to foreclosure, however, shall not absolve the purchaser at such sale of liability for the pro rata share of the annual Assessments that remains unpaid after the date the sale is confirmed by the Court having jurisdiction over the foreclosure proceeding. Any unpaid Assessment which remains unpaid pursuant to the foregoing provision shall continue to be the personal obligation of the delinquent Member against whom such assessment was levied, and the Board of Directors may seek collection of the same or may re-allocated said unpaid assessment among all Members as part of the Common Expenses.

**6.8. Certificate of Non-Payment.** Upon request, any person acquiring an interest in any Lot shall be entitled to a certificate from the Association setting forth the amount of due but unpaid Assessments 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 thereof and any interest, costs, attorney's fees and late charges related to such Assessments.

**6.9. Enforcement of Lien.** Any lien provided for in these Bylaws may be foreclosed by the Association in any manner provided or permitted for the foreclosure of realty mortgages in the State of Oklahoma. Nothing herein shall be construed as requiring that the Association take any action allowed hereunder in any particular instance, and the failure of the Association to take such action at anytime shall not constitute a waiver of the right to take such action at a later time or in a different instance. The Board of Directors may elect to collect a delinquent Member's account by any other means allowed by Oklahoma statute or these Bylaws without waiving its right to foreclose a lien filed against a Lot.

**6.10. Common Expenses.** Common expenses shall be the actual and estimated costs incurred or to be incurred by the Association in administering, maintaining, operating and conducting activities of the Association, such expenses to include, but not be limited to, the following:

- A. The cost of maintenance, management, operation, repair and replacement of the Common Areas and any other areas within the Properties that are, or shall in the future be, maintained by the Association;
- B. Unpaid Assessments not collected by the Association after reasonable efforts to collect the same as provided for under these Bylaws and the Deed of Dedications;
- C. The cost of maintenance by the Association of areas within the right-of-way of public streets in the vicinity of the Properties as provided in the Deed of Dedication or pursuant to agreements with the City of Glenpool;
- D. The cost of management and administration of the Association including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and employees;
- E. The cost of any insurance obtained by the Association;
- F. Reasonable reserves for contingencies, replacements and other proper purposes as deemed appropriate by the Association, which reserve fund shall be adequate to meet the costs and expenses of maintenance, repairs and replacement of the Common Areas which must be maintained, repaired or replaced on a periodic basis;

- G. The cost of bonding any person handling the funds of the Association;
- H. Any taxes paid by the Association;
- I. Costs incurred by any committee or board established and/or contemplated by these Bylaws or the Deed of Dedication;
- J. Other expenses incurred by the Association for the general benefit of all Owners for any reason whatsoever in connection with any item or items designated, or to be provided or performed, by the Association pursuant to the Deed of Dedications or these Bylaws, or in furtherance of the purposes of the Association or in the discharge of any duties or powers of the Association.

## **ARTICLE VII**

### **AMENDMENTS AND CONFLICTS**

**7.1. Amendment of Bylaws.** These Bylaws may be amended by a vote of a majority of the Members voting at a regular meeting of the Association, or at a special meeting called for that purpose, provided that the number of Members casting votes thereon constitutes at least forty percent (40%) of the total number of Members entitled to vote at a regular or special meeting of the Association. Such vote may be either in person or by proxy.

**7.2. Conflicts.** In the case of any conflict between the provisions of these Bylaws and the Deed of Dedication, the provisions of the Deed of Dedication will control.

## **ARTICLE VIII**

### **MISCELLANEOUS**

**8.1. Fiscal Year.** The fiscal year of the Association shall begin on the first day of January and end on the 31<sup>st</sup> day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

**8.2. Due Process.** Before any fine or other punitive action may be taken by the Association against an individual Member for a violation of the provisions of these Bylaws, the Deed of Dedication or the duly adopted rules and regulations of the Association, such Member shall be given written notice at his mailing address on file with the Association of the violation and the action to be taken, and shall be allowed an opportunity to appear before the Board of Directors within ten (10) days to give evidence regarding the alleged violation, and/or why the proposed action to be taken by the Board of Directors should not be imposed or should be mitigated. The Board shall fairly consider all evidence, and shall render a decision within two (2) days of such presentation.

**8.3. Severability.** Invalidation of any of the provisions of these Bylaws by a court of law shall in no manner affect the validity of the remaining provision hereof.

IN WITNESS WHEREOF, the undersigned, being the Directors of Pecan Estates Neighborhood Association, Inc., have hereunto set our hands this 12<sup>th</sup> day of December 2010.

Dixie Webster  
Dixie Webster

Dawn Box  
Dawn Box


O. D. Wingard  
O. D. Wingard

STATE OF OKLAHOMA    )  
  ) §  
COUNTY OF TULSA     )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of December 2010, by Dixie Webster, Dawn Box and O. D. Wingard, Directors of the Pecan Estates Neighborhood Association, Inc., an Oklahoma non-profit corporation, on behalf of the corporation.

Curtis W. Kaiser  
Notary Public

My Commission Expires:     My Commission Number:

 CURTIS W. KAISER  
Notary Public  
State of Oklahoma  
Commission # 99010754 Expires 07/16/11