

**By-laws  
of  
Wind River Homeowners Association, Inc.**

**ARTICLE I  
General**

The name of the corporation is Wind River Homeowners Association, Inc., hereinafter referred to as the "Association." The principal office of the corporation shall be located at 745 East 91st Street, Suite 200, Tulsa, Oklahoma 74136, but meetings of members and directors may be held at such places within the State of Oklahoma, County of Tulsa, as may be designated by the Board of Directors.

**ARTICLE II  
Definitions**

§ 1. "Association" shall mean and refer to the Wind River Homeowners Association, Inc., a corporation, and its successors and assigns.

§ 2. "Wind River" shall mean and refer to that certain real property hereinbefore described, and any land annexed pursuant to the terms of the Declaration.

§ 3. "Common Areas" shall mean and refer to those parcels of real property, including any improvements thereon, located within Wind River, including any such property annexed pursuant to the terms of the Declaration, and leased, owned or held by the Association or made available by the Declarant for the use, benefit and enjoyment of the Owners.

§ 4. "Lot" shall mean and refer to a platted lot, block or parcel of land shown upon the recorded subdivision map of Wind River with the exception of any Reserve Areas, and any other platted lot, block, or parcel of land annexed pursuant to the terms of the Declaration.

§ 5. "Member" and "Members" shall mean and refer to every person or entity who holds membership in the Association.

§ 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot situated within Wind River, including contract sellers, but excluding others having an interest merely as security for the performance of an obligation.

§ 7. "Declarant" shall mean and refer to Wind River Associates, L.L.C., an Oklahoma limited liability company.

§ 8. "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

§ 9. "Assessments" shall include the following:

a. "Regular Assessments" shall mean and refer the amount to be paid by each Member as such Member's proportionate share of the Common Expenses incurred by the Association pursuant to the terms of the Declaration. Such Regular Assessments shall be equal for each Lot.

b. "Special Assessments" shall mean and refer to (I) a charge against a particular Member, an Owner or a Lot directly attributable to such Member, Owner or Lot to reimburse the Association for costs incurred in bringing the Member, the Owner or the Lot into compliance with the provisions of the Declaration, (ii) any other charge designated as a Special Assessment in the Declaration, or (iii) attorneys' fees and other charges payable by such Member or Owner as a Special Assessment pursuant to the provisions of the Declaration.

c. "Capital Improvement Assessments" shall mean and refer to a charge against all Lots for the purpose of defraying, in whole or in part, the cost of any action or undertaking on behalf of the Association in connection with any construction or replacement of a capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto.

d. "Neighborhood Assessment" shall mean and refer to that term as defined in Section 13 of the Declaration.

§ 10. "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 Declaration, which may include a reasonable reserve for capital repairs and replacements. The Association shall incur all Common Expenses. The Owners shall each be responsible for an equal share of the Common Expenses incurred by the Association. Common Expenses shall 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 Wind River that are, or shall in the future be, maintained by the Association;

b. unpaid Assessments;

c. the cost of maintenance by the Association of areas within the right-of-way of public streets in the vicinity of Wind River as provided in the Declaration or pursuant to agreements with the City of Tulsa;

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 the Declaration;
- 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 Declaration, or in furtherance of the purposes of the Association or in the discharge of any duties or powers of the Association.

§ 11. "Exclusive Common Areas" shall mean and refer to any portion of the Common Areas that the Association now or hereafter owns, leases, or otherwise holds possessory or use rights in for the exclusive or primary benefit of one or more, but less than all, of the Neighborhoods. By way of illustration and not limitation, Exclusive Common Areas may include entry features, recreational facilities, landscaped medians and cul-de-sacs, and other portions of the Common Areas within a particular Neighborhood or Neighborhoods. All costs associated with maintenance, repair, replacement, and insurance of an Exclusive Common Area shall be assessed as a Neighborhood Assessment against the Owners of Lots in those Neighborhoods to which the Exclusive Common Areas are assigned. Additional Exclusive Common Areas may be created and designated by any instrument filed to annex additional land pursuant to the terms of this Declaration.

§ 12. "Neighborhood" shall mean and refer to each separately developed residential area within Wind River in which the Owners of the Lots therein share common interests other than those common to all Owners within Wind River. There are currently four (4) Neighborhoods within Wind River, with each of the following constituting a Neighborhood:

- a. All Lots within Blocks One (1), Two (2), Three (3), Four (4) and Five (5) shall be in the Neighborhood designated as "Cimarron."
- b. All Lots within Blocks Six (6), Seven (7) and Eight (8) shall be in the Neighborhood designated as "Tall Grass."

c. All Lots within Blocks Nine (9), Ten (10) and Eleven (11) shall be in the Neighborhood designated as "White Oak."

d. All Lots within Blocks Twelve (12), Thirteen (13), Fourteen (14) and Fifteen (15) shall be in the Neighborhood designated as "Cross Timber."

Additional Neighborhoods may be created by any later filed instrument annexing additional land pursuant to the terms of the Declaration.

§ 13. "Neighborhood Assessments" shall mean and refer to assessments levied against the Lots in a particular Neighborhood to fund Neighborhood Expenses.

§ 14. "Neighborhood Expenses" shall mean and refer to the actual and estimated expenses incurred or anticipated to be incurred by the Association for the benefit of Owners of Lots within a particular Neighborhood, which may include a reasonable reserve for capital repairs and replacements.

§ 15. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions recorded or to be recorded in the land records of the Tulsa County Clerk related to Wind River.

### **ARTICLE III**

#### **MEMBERSHIP AND VOTING RIGHTS**

§ 1. Classes of Membership.

The Association shall have two classes of voting membership:

CLASS A. Class A Members shall be all those persons or entities entitled to membership as defined in Article II with the exception of Declarant. Class A Members who own a Lot shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Article II.

CLASS B. The Class B Member shall be Declarant. The Class B Member shall be entitled to twelve (12) votes for each Lot in which it holds the interest required for membership by Article II; provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

A. when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

B. on the 1st day of January, 2009.

§ 2. Multiple Owners of a Lot.

Members shall be entitled to one equal vote for each Lot in which they hold the interest required for membership. There shall be only one vote per Lot. In any situation where a Member is entitled to exercise the vote for the Member's Lot and there is more than one Owner of a particular Lot, the vote for such Lot shall be exercised as such co-Owners determine among themselves and advise the Secretary of the Association in writing prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended if more than one person seeks to exercise it.

**ARTICLE IV**  
**PROPERTY RIGHTS; RIGHTS OF ENJOYMENT**

Subject to the matters set forth in the Declaration, every Member shall have the right to use and enjoy the Common Areas and all improvements constructed thereon, and such Exclusive Common Areas as are attributable to such Member's Lot. Such rights shall be appurtenant to and shall pass with the title to every Lot within Wind River.

**ARTICLE V**  
**BOARD OF DIRECTORS;**  
**SELECTION; TERM OF OFFICE**

§ 1. Number. The affairs of this Association shall be managed by a Board of Directors of not less than one nor more than seven directors, who must be Members of the Association or a stockholder, member, manager, owner, or agent of a Member of the Association (except that the first director on the Board which has been designated in the original Certificate of Incorporation of the Association need not be a Member).

§ 2. Election. At the first annual meeting the Members shall elect the directors for a term of one year who will serve until their successors are elected or chosen and qualified.

§ 3. 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 selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

§ 4. 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.

§ 5. 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.

§ 6. Indemnification of Directors. See Article XI, §8, below.

## **ARTICLE VI** **MEETINGS OF DIRECTORS**

§ 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should such meeting 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.

§ 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than one (1) day's notice to each director.

§ 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## **ARTICLE VII** **NOMINATION AND ELECTION OF DIRECTORS**

§ 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. 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 or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting. 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. Such nominations must be made from among Members.

§ 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and these by-laws. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

**ARTICLE VIII**  
**POWERS AND DUTIES OF**  
**THE BOARD OF DIRECTORS**

§ 1. Powers. The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Lots, the Common Areas, and the Exclusive Common Areas;

(b) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and/or the Board and not reserved to the membership by other provisions of these By-Laws, the Certificate of Incorporation, or the Declaration;

(c) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(d) Employ independent contractors and such other employees as they deem necessary, and to prescribe their duties and compensation;

(e) Enter into contracts and agreements with the City of Tulsa and other persons, firms and corporations, public or private, for the maintenance of driveways, utilities, landscaping and other facilities within Wind River;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

§ 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 any special meeting, when such statement is requested in writing by two (2) of the Class A Members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, supervise all activities relating to the fixing, levying and collecting of all Regular Assessments, Special Assessments, Neighborhood Assessments and Capital Improvement Assessment;

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates; and

(e) Procure and maintain insurance as elsewhere herein provided.

## **ARTICLE IX COMMITTEES**

§ 1. The Association shall appoint a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purposes, such as:

(a) A Maintenance Committee which shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of Wind River, and shall perform such other functions as the Board in its discretion determines;

(b) An Audit Committee which shall supervise the annual audit, if any, of the Association's books and approve the annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting. The treasurer shall be arex officio member of the Committee.

§ 2. It shall be the duty of each Committee to receive complaints from Members on any matter involving the Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented. --

## **ARTICLE X MEETINGS OF MEMBERS**

§ 1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 7:30 o'clock P.M. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

§ 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of at least two (2) Members.



§ 3. 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 such notice, postage prepaid, at least five (5) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in case of a special meeting, the purpose of the meeting.

§ 4. Quorum. The presence at the meeting of Members and/or proxies entitled to cast sixty percent (60%) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Certificate of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting, until a quorum as aforesaid shall be present or represented.

§ 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

## **ARTICLE XI**

### **OFFICERS AND THEIR DUTIES**

§ 1. Enumeration of Officers. The officers of this Association shall be a president, a vice-president, a secretary, and a treasurer, who shall at all times be members of the Board of Directors, and such other officers as the Board may from time to time by resolution create.

§ 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.

§ 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

§ 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for one (1) year, have such authority, and perform such duties as the Board may from time to time determine.

§ 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of

such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

§ 6. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

§ 7. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; and shall sign all leases, mortgages, contracts, deeds and other written instruments for the Association.

Vice-President

(b) The vice-president shall act in the place of the president in the event of the president's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) 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 such seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the name and address of the Members of the Association together with the number of votes to which each member is entitled.

Treasurer

(d) 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; and, if requested by the Board of Directors, cause an annual audit of the Association books to be made by a public accountant at the completion of any fiscal year.

§ 8. Indemnification of Officers and Directors. The Owners shall indemnify each officer and director against all loss, costs and expenses, including counsel fees, reasonably incurred by such officer or director in connection with any action, suit or proceeding to which he

may be made a party by reason of his being or having been an officer or director of the Association, except as to matters as to which he shall be finally adjudged by final decree, order or judgment of a court of competent jurisdiction in any such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement of any such action, suit or proceeding, indemnification shall be provided only in connection with such matters covered by the settlement agreement as to which the Board is advised by its counsel that the officer or director to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such officer or director in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such officer or director may be entitled by law. All liability, loss, costs, expenses and damages incurred or suffered by the Owners by reason or arising out of or in connection with the indemnification provisions of this section are hereby declared to be common expenses to be handled as are all other common expenses. Nothing herein contained shall be construed in any manner to obligate the Owners to indemnify any officer or director as an Owner with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of his ownership of a Lot in Wind River, as distinguished from his service as an officer or director.

## **ARTICLE XII** **COVENANT FOR ASSESSMENTS**

Each Owner and Member, by acceptance of a deed or other conveyance of an interest in a Lot or by acceptance of his membership, is deemed to covenant and agree to pay any or all Assessments, including the Regular Assessments and Special Assessments, to the Association in accordance with the terms of the Declaration. Such Assessments shall be collected from time to time as provided in the Declaration. The purpose of the Assessments, the commencement thereof, and the method by which the Assessments are collected are set forth in the Declaration.

## **ARTICLE XIII** **MORTGAGES**

§ 1. Notice of Unpaid Assessments. The Board of Directors, whenever so requested in writing by a mortgagee of any interest in property contained within Wind River, shall promptly report any unpaid Assessments due from, or any other default by, the Owner of the mortgaged interest.

§ 2. Notice of Default. The Board of Directors, when giving notice to an Owner of a default in payment of Assessments or other default, shall send a copy of such notice to each holder of a mortgage covering any interest owned by such Owner whose mortgagee's name and address has theretofore been furnished to the Board of Directors, but the Board of Directors shall have no responsibility or liability for failure to give such notice to the mortgagee.

§ 3. Examination of Books. Each mortgagee of an interest in Wind River shall be permitted to examine the books of account of the Association at reasonable times, on business days, but not more often than once in any month.

#### **ARTICLE XIV INSURANCE**

§ 1 Comprehensive General Liability Insurance. The Board may obtain and maintain comprehensive general liability insurance in such limits as the Board may from time to time determine, insuring the Owners, the Association, or the officers and members of the Board of Directors for claims arising out of or in connection with the membership in or the management of the Association, and/or the ownership, use and improvement of the Common Areas or the Exclusive Common Areas. Such comprehensive general liability insurance may also cover cross-liability claims of one insured against the other.

§ 2. Workers' Compensation Insurance. The Board shall obtain and maintain workers' compensation insurance, if necessary, to meet the requirements of the laws of the State of Oklahoma.

§ 3. Other Insurance. The Board is authorized to obtain and maintain such other insurance as it shall determine from time to time to be desirable.

#### **ARTICLE XV BOOKS AND RECORDS**

The books and records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Certificate of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

#### **ARTICLE XVI CORPORATE SEAL**

The corporate seal shall have inscribed thereon the name of the Association.

**ARTICLE XVII**  
**AMENDMENTS; CONFLICTS**

§ 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of sixty-five percent (65%) of all those votes eligible to be cast by each class of Members, provided that the consent of the Declarant shall be required as long as the Declarant owns three (3) or more Lots.

§ 2. In the case of any conflict between the Certificate of Incorporation and these By-Laws, the Certificate shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

**ARTICLE XVIII**  
**MISCELLANEOUS**

The fiscal year of the Association shall begin on January 1 and end on December 31 every year except that the first fiscal year shall begin on the date of incorporation, if a date other than January 1, and end on December 31.

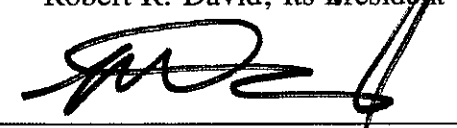
Adopted this 8th day of April, 2005.

Wind River Homeowners Association, Inc.  
an Oklahoma corporation

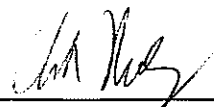
By: \_\_\_\_\_

  
Robert R. David, Its President

By: \_\_\_\_\_

  
Robert R. David, Sole Director

ATTEST:

  
\_\_\_\_\_  
Its Secretary