



BYLAWS OF FOREST CREEK HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

ORGANIZATIONAL MATTERS

Section 1.01. Name. The name of the corporation is Forest Creek Homeowners Association, Inc. (the "Association.")

Section 1.02. Purpose. The purpose for which the Association was originally formed was to establish, promote, operate and maintain a nonprofit, noncommercial, cooperative, membership association to operate, control, and maintain community services for the pleasure, recreation and social use of the residents of Forest Creek, Forest Creek II, and Forest Creek III additions in Tulsa, Oklahoma and other residential areas which may be from time to time determined by the Board of Directors. Specific additional purposes and powers shall include, but not be limited to, the following:

- a. To maintain and preserve common areas.
- b. To enforce restrictive covenants pertaining to the subdivisions identified above.
- c. To operate exclusively for the benefit of all residents of the communities identified above.

Section 1.03. Principal Office. The principal office of the corporation shall be located at such address as the Board of Directors designates in Tulsa County, State of Oklahoma.

Section 1.04. Registered Office and Registered Agent. The registered agent of the corporation in the State of Oklahoma may be identical with the principal office identified above. The address of the registered office and appointment of the registered agent may be changed by the Board by filing an appropriate statement of change with the Oklahoma Secretary of State.

ARTICLE II

DIRECTORS

Section 2.01. Governing Body; Vacancies. The Directors shall be the governing body of the Association and may enact such rules and regulations relative to the affairs of the corporation as they deem are in the best interest of the Association and its membership as long as such rules and regulations are not inconsistent with the provisions of the Dedication, these Bylaws, and the Articles of Incorporation. If the office of any Director becomes vacant by reason of his death, resignation, disqualification, removal from office, or otherwise, the Directors then in office, although less than a quorum, by a majority vote may choose a successor or successors, who shall hold office for the unexpired term in respect of which such vacancy occurred.

Section 2.02. Number, Tenure and Qualifications. There shall be at least five (5) and no more than nine (9) Directors of the Association. Directors must also be Members. (Owners).

A Director to be qualified to take office shall be legally competent to enter into contracts. Directors, other than the initial Directors, shall be elected at the annual meeting of the members, and each Director shall be elected to serve until the next succeeding annual meeting and until his successor shall have been elected and shall have qualified. The first Board of Directors elected shall hold office until the first annual meeting of the members following such meeting, and until their respective successors are elected and have qualified. Directors shall be elected by a plurality of the votes of the Members present in person or represented by proxy.

Section 2.03. Removal. The entire Board of Directors, or any individual Director, may be removed from office, with or without cause, by a majority of the outstanding memberships entitled to vote at any annual, regular or special meeting of the membership.

Section 2.04. Compensation. The Directors shall receive no salary or compensation but shall be reimbursed for expenses necessarily incurred from time to time in the management of the Association.

Section 2.05. Power to Elect Officers. The Directors shall elect all officers of the Association and may impose upon them such additional duties and give them such additional powers not defined in these Bylaws, and not inconsistent herewith, as they may determine.

Section 2.06. Indemnification of Directors and Officers. The Association shall indemnify each member of the Board of Directors and each officer, their respective heirs, devisees, executors and administrators against all loss, costs and expenses, including counsel fees, reasonably incurred by such Director or officer 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 administrator or officer of the Association, except to the extent such losses, costs and expenses are covered by any type of insurance, and except as to matters as to which he shall be adjudged by final decree, order or judgment of a court of competent jurisdiction in any such action, suit or proceeding to be guilty of gross negligence or willful misconduct. In the event of a settlement of such action, suit or proceeding, indemnification shall be provided only in connection with such matters covered by the settlement agreement as to which the Association is advised by its counsel that the Director or officer to be indemnified has not been guilty of gross neglect or willful misconduct in the performance of his duty as such Director or officer in relation to the matter involved. The foregoing rights shall not be exclusive of such other rights to which such Director or officer may be entitled by law.

Section 2.07. No Individual Payment of Debts. No Director or officer of the Board shall be responsible for the payment of Association debts and shall not personally guarantee the payment of any debt of the Association.

ARTICLE III

MEETING OF THE BOARD OF DIRECTORS

Section 3.01. Regular Meetings. Regular meetings of the Board of Directors may be held without notice of such time and place, within Tulsa County, State of Oklahoma, as shall from time to time be determined by the Board of Directors. Notice of any special meeting shall be given at least three (3) days prior thereto by written notice either delivered personally, mailed, or emailed to each Director at such address as on file with the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage prepaid thereon. Any Director may, in writing, waive notice of any meeting, either before or after such meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of such meeting, except as required by statute or specifically provided for herein.

Section 3.02. Special Meetings. Special Meetings of the Board of Directors may be called by or at the request of the President or any two (2) Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, within Tulsa County, State of Oklahoma, as the place for holding any special meeting of the Board of Directors called by them. Meetings may be held at any time and any place without notice, if all the Directors are present or if those not present waive notice of the meeting in writing.

Section 3.03. Quorum. A majority of the entire number of Directors shall be necessary to constitute a quorum for the transaction of business, unless a greater number is required by the Dedication, Articles of Incorporation, or these Bylaws. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless the act of a greater number is expressly required by statute, the Articles of Incorporation, the Dedication, or by these Bylaws. If a quorum shall not be present at any meeting of Directors, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 3.04. Action Without Meeting. Any action which might be taken at a meeting of the Board of Directors may be taken without a meeting if a record or memorandum thereof be made in writing and acknowledged by all of the members of the Board either by a signed writing or by an electronic mail acknowledgment.

ARTICLE IV

OFFICERS

Section 4.01. Number. The officers of the Association shall be a President, one or more Vice Presidents, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors. The Board of Directors may elect or appoint any other such officers, assistant officers and agents as it shall deem necessary or desirable, who shall perform such duties as shall be determined from time to time by the Board. Any two or more corporate offices, except those of President and Vice President, or President and Secretary, may be held by the same person; but no officer shall execute, acknowledge or verify any instrument in more than one capacity if such instrument be required by law or by these Bylaws to be executed, acknowledged or verified by any two or more officers.

Section 4.02. Election and Term of Office. The officers of the Association to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the voting members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Additional officers and assistant officers may be elected or appointed by the Board of Directors during the year. Each officer shall hold office until his successor shall have been duly elected and shall have qualified, or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

Section 4.03. Qualifications. To be qualified to take office, an officer shall be legally competent to enter into contracts and a voting member of the Association.

Section 4.04. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed at any time by at least three-fourths (3/4) of the entire Board of Directors whenever in its judgment the best interests of the Association would be served thereby.

Section 4.05. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 4.06. Compensation. The compensation, if any, of the officers, assistant officers, and agents of the corporation shall be fixed by the Board of Directors.

Section 4.07. President. The President shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Association. He shall, when present, preside at all meetings of the voting members. He shall, when present, preside at all meetings of the Board of Directors. He shall have general and active management of the business of the Association and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall have the power to execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where required by law to be otherwise signed and executed and except where signing and execution thereof shall be expressly deleted by the Board of Directors to some other officer or agent of the Association. He shall have power to superintend any officers of the

Association and to dismiss any agents of the Association when he shall deem proper and shall perform such other duties and exercise such other powers as the Board of Directors may from time to time prescribe.

Section 4.08. Vice President. In the absence of the President, or in the event of his death, or incapacity or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated at the time of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned by the President or by the Board of Directors.

Section 4.09. Secretary. The Secretary shall: (a) keep the minutes of the voting members' meeting and of the Board of Directors' meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of the Dedication, these Bylaws, and as required by law; (c) be custodian of the corporate records and any seal of the corporation; (d) keep a register of the addresses of each voting member; (e) have general charge of the membership roll of the Association; (f) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or by the Board of Directors.

Section 4.10. Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall (a) have charge and custody of and be responsible for all funds and securities of the Association, receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies, or other depositories as shall be selected; and (b) in general, perform all the duties as from time to time may be assigned by the President or by the Board of Directors.

ARTICLE V

CORPORATE RECORDS AND CONTRACTS, LOANS, CHECKS, AND DEPOSITS

Section 5.01. Record Keeping. The Association shall keep adequate and correct books and records of account and shall keep minutes of the proceedings of its Members and Board of Directors, and shall keep a record of its Members, giving the names and addresses of all Members. All minutes, books and records must be kept in written form. Any Member and each such Director and Officer shall have the absolute right to inspect the books and records of the Association at any reasonable time during business hours.

Section 5.02. Contracts. The Board of Directors may authorize one or more officers or agents to enter into any contract or execute and deliver any instrument on behalf of the Association. This authority may be general or confined to specific transactions.

Section 5.03. No loans shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. This authority may be general or confined to specific transactions.

Section 5.04. All checks, drafts, or other orders for the payment money, notes or other evidence of indebtedness issued in the Association's name shall be signed by the officers or agents, or both, of the Association in the manner authorized by resolution of the Board of Directors.

Section 5.05. All funds of the Association not otherwise employed shall be deposited in the name and to the credit of the Association with such depositories as may be designated by the Board of Directors.

ARTICLE VI DEFINITIONS

Section 6.01. Definitions. As used herein, the terms shall be defined as set forth in this Section 6.01 unless defined herein or unless the context otherwise requires:

- a. "Association" shall mean and refer to Forest Creek Homeowners Association, Inc., its successors and assigns.
- b. "Common Area" shall mean and refer to all land and streets in Forest Creek outside the Lots shown on the plat of Forest Creek and maintained by the Association for the common use and enjoyment of the Members. "Common Area" does not include any lots owned by another entity or that are not otherwise required to be maintained by the Association.
- c. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map either by number or letter of Forest Creek with the exception of the Common Area.
- d. "Member" shall mean and refer to those persons or entities who are Owners of any Lot on the recorded plat for Forest Creek, Forest Creek II, or Forest Creek III. Any person or entity having such interest merely as security for the performance of an obligation is not a Member.

ARTICLE VII MISCELLANEOUS

Section 7.01. Fiscal Year. The fiscal year of the Association shall commence on the 1st day of January and close the 31st day of December in each year unless otherwise determined by the Board of Directors.

Section 7.02. Annual Report. The Board of Directors shall not be required to cause an annual report to be sent to the Members but may do so in its discretion.

Section 7.03. Grievances. Any Member who feels he has been aggrieved in any manner by the Association, shall, before he may resort to formal redress of any kind, bring the matter to the attention of the Board of Directors by giving the Board thirty (30) days' notice in writing of the details of his alleged grievance, after which the Directors shall have fifteen (15) days in which to investigate the matter and conduct a formal hearing in an attempt to resolve a matter.

Section 7.04. Waiver of Notice. Whenever any notice must be given to any Member of the Association under the provisions of the Articles of Incorporation, the Dedication, or these Bylaws, a Waiver of Notice signed by the person or persons entitled to the notice and filed with the Secretary of the Association, whether before or after the time set out in the notice, is equivalent to the giving of notice. Attendance of a Member, or a Member's proxy, at a meeting shall constitute a waiver of notice for such meeting, except when such person attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not called or convened as provided for by law or by these Bylaws.

Section 7.05. Amendments. These Bylaws may be altered or repealed, or new bylaws may be adopted by a vote of a majority of the Board pursuant to Article III of these Bylaws

Section 7.06. No Waiver. The failure of the Association, or any successor in title, to enforce any given restriction, covenant, or condition, at any time, shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of any restrictions, covenants, or conditions.

Section 7.07. Severability. Invalidation of any one of these covenants, restrictions, or conditions shall not affect any of the other provisions, which shall remain in full force and effect.

Section 7.08. Binding Effect. These Bylaws shall run with the land and shall be binding upon all parties and all persons claiming under them; provided that the Bylaws may be amended as provided within.

Section 7.09. Wherever used herein, unless the context shall provide otherwise, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the Association has duly executed the adoption of these BYLAWS OF FOREST CREEK HOMEOWNERS ASSOCIATION, Inc. on the 26th day of December, 2019.

FOREST CREEK HOMEOWNERS ASSOCIATION, Inc.
an Oklahoma non-profit corporation

By: *Holly Yeagle*
Holly Yeagle, Board President

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

This instrument was acknowledged before me on the 26th day of December, 2019, by Holly Yeagle, as Board President of Forest Creek Homeowners Association, an Oklahoma non-profit corporation.



Jennifer L. Smith
Notary Public

My Commission Expires: