

BY-LAWS  
OF  
WILLOW CREEK, II, NEIGHBORHOOD ASSOCIATION, INC.

ARTICLE I

NAME

The name of this Corporation is Willow Creek, II, Neighborhood Association, Inc., an Oklahoma non-profit corporation, whose principal office is 201 West Fifth Street, Suite 400, Tulsa, Oklahoma.

ARTICLE II

DEFINITIONS

The language, terms and expressions used in these Bylaws shall be defined in accordance with the definitions thereof contained in the Unit Ownership Estate Act of the State of Oklahoma, Title 60, Oklahoma Statutes Annotated, Sections 501 to 530, inclusive, unless a contrary intention is expressed herein or unless it is plainly evident from the context hereof that a different definition or meaning was intended. Wherever used in these Bylaws, the word "Act" shall have reference to and mean Title 60, Oklahoma Statutes Annotated, 501 to 530, inclusive, and designated "Unit Ownership Estate Act", and any and all amendments thereto or revisions thereof. Wherever used in these Bylaws, the word "Declaration" shall have reference to and mean the Declaration of Unit Ownership Estate for Willow Creek Condominium, II, (hereinafter sometimes referred to as "the Condominium"), and any future amendments thereof as recorded in the Office of the County Clerk of Tulsa County, Oklahoma.

ARTICLE III

OBJECTIVES AND PURPOSES

(1) The objective and purpose for which this non-profit Association is formed and incorporated is the administration and governing of the following described real property together with the buildings and all improvements thereon located in the City of Tulsa, County of Tulsa, State of Oklahoma, to-wit:

EXHIBIT "C"

All that part of Lots 2 and 3, Block 3 of Willow Creek, and Addition in the City of Tulsa, Tulsa County, Oklahoma according to the official recorded plat thereof: More particularly described as follows, to-wit:

Beginning at the most northerly corner of said Lot 2; thence along the northeasterly boundary of said Lot 2 as follows: Thence S 29° 11' 00" E a distance of 300 feet; thence on a curve to the left having a radius of 265.49 feet a distance of 211.79 feet to a point of intersection with the centerline of an asphalt paved road; thence along the centerline of an asphalt paved road as follows: Thence S 14° 57' 56" W a distance of 47.01 feet; thence on a curve to the right having a radius of 429.28 feet a distance of 91.16 feet; thence S 27° 07' 56" W a distance of 45.00 feet; thence on a curve to the right having a radius of 938.61 feet a distance of 292.71 feet; thence S 45° 00' 00" W a distance of 46.47 feet; thence on a curve to the right having a radius of 222.56 feet a distance of 202.70 feet; thence N 82° 47' 40" W a distance of 73.00 feet; thence on a curve to the right having a radius of 160.48 feet a distance of 50.58 feet, thence N 64° 44' 11" W a distance of 1.07 feet; thence N 66° 03' 52" W a distance of 0.00 feet; thence on a curve to the right having a radius of 841.02 feet a distance of 299.04 feet; thence N 41° 54' 42" W a distance of 140.02 feet to a point of intersection between the centerline of an asphalt paved road and the northwesterly line of said Lot 3; thence N 49° 16' 17" E a distance of 0.00 feet; thence along the northwesterly line of said Lot 3 on a curve to the left having a radius of 425.00 feet a distance of 2.02 feet to a corner between said Lots 2 and 3; thence along the northwesterly line of said Lot 2 as follows: Thence on a curve to the left having a radius 425.00 feet a distance of 148.35 feet; thence N 29° 00' 00" E a distance of 85.40 feet; thence on a curve to the right having a radius 825.00 feet a distance of 458.13 feet; thence No 60° 49' 00" E a distance of 174.74 feet to the point of beginning containing 482,641 square feet of 11.07991 acres.

which property has been submitted to the provisions of the Unit Ownership Estate Act of the State of Oklahoma, Title 60, Oklahoma Statutes Annotated, Section 501 and 530, inclusive. All present or future owners, tenants, and lessees, or any other person that might use the facilities situated on the above described property in any manner are subject to the regulations set forth in these Bylaws. The mere acquisition by and means whatsoever of title to any unit ownership estate designated in the Declaration of Unit Ownership Estate for Willow Creek Condominium, II or the mere rental of any of the units in the buildings situated on the above described real property or the mere act of

occupancy of any of said units will signify that these Bylaws are accepted, ratified and will be fully complied with.

(2) This Association shall have such other and further incidental objectives and purposes in addition to those enumerated in the preceding paragraph as are specified in the Articles of Incorporation of the Association.

#### ARTICLE IV

#### MEMBERSHIP

(1) Any person, upon becoming the owner of one of the unit ownership estates designated in the Declaration shall automatically become a member of this Association and be subject to these Bylaws. All persons, upon becoming members of this Association, shall remain members thereof for the period of their ownership of a unit ownership estate in Willow Creek Condominium, II. Membership in this Association may not be assigned, transferred, sold, pledged, mortgaged or otherwise conveyed or encumbered nor shall ownership thereof devolve in any manner to any person independently or separately from the unit ownership estate in Willow Creek Condominium, II to which such membership appertains.

(2) Membership in this Association shall terminate without any formal Association action whenever an owner ceases for any reason to own an interest in a unit ownership estate in Willow Creek Condominium, II. However, such termination shall not relieve or release any such former owner from any liability or obligation incurred during his period of ownership of an interest in a unit ownership estate, nor shall such termination impair any rights or remedies which the Board of Administrators of the Association or other unit owners may have against such former owner arising out of or in any way connected with such ownership and the covenants and obligations incident thereto.

(3) The Association shall issue no shares and have no capital stock but the Board of Administrators may, if it so elects, issue membership cards to each owner of an interest in a unit ownership estate designated in the Declaration. Any membership card so issued shall be surrendered to the Secretary whenever such member's ownership of an interest in the unit ownership estate designated thereon shall terminate.

(4) There shall be no membership dues or initiation fees as such charged to or collected from any member by the Association. However, this provision shall not be construed or interpreted as limiting, modifying or in any manner affecting assessments by the Association for common expenses or estimated common expenses as designated and defined in the Act, the Declaration or in these Bylaws.

(5) Membership in this Association may not be revoked, terminated, canceled or suspended for any cause except as provided in the Act or the Declaration of Unit Ownership Estate for Willow Creek Condominium, II.

## ARTICLE V

### MEETINGS OF THE ASSOCIATION

(1) Annual Meeting. The first meeting of the Association shall be called by the Board of Administrators when units representing 80% of the aggregate interest in the general common elements as set forth in the Declaration of Unit Ownership Estate of Willow Creek Condominium, II have been purchased. In any event, the first annual meeting shall be held no later than the first Monday in the month of August, 1979, and on the first Monday in the month of August, of each year thereafter, at the hour of 7:00 P.M. for the purpose of electing a Board of Administrators and for the transaction of such other business as may come before the meeting. If the date fixed for the annual meeting shall be a legal holiday in the State of Oklahoma, such meeting shall be held on the next succeeding business day. If the election of a Board of Administrators shall not be held on the day designated herein for any annual meeting of the membership of this Association or at any adjournment thereof, the Board of Administrators shall cause the election to be held at a special meeting of the membership as soon thereafter as conveniently may be held.

(2) Special Meetings. Special meetings of the membership for any purpose or purposes unless otherwise prescribed by statutes may be called by the President of the Association or by the Board of Administrators and shall be called by the President upon a petition signed by not less than twenty-five per cent (25%) of all the unit owners of unit ownership estates in Willow Creek Condominium, II entitled to vote at the meeting.

(3) Place of Meetings. The Board of Administrators may designate any place within the City of Tulsa, Tulsa County, Oklahoma, unless otherwise prescribed by statute as the place of meeting for any annual or special meeting. If no designation is made by the Board, the place of meeting shall be the principal office of the Association in the City of Tulsa, Oklahoma.

(4) Notice of Meetings. Written or printed notice shall be given by the Secretary of the Association to each member stating the place, day and hour of the meeting and in case of a special meeting, the purpose or purposes for which the meeting is called. Any such notice shall be delivered by the Secretary not less than three (3) days nor more than fifteen (15) days before the date of the meeting, either personally or by mail, to each member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in any post office of the United States Post Office Department located in the City of Tulsa, Oklahoma, addressed to the member at this address as it

appears on the membership transfer book of the Association, with postage thereon prepaid.

(5) Closing of Membership Transfer Book. For the purpose of determining members entitled to notice of or to vote at any meeting of membership of this Association or any adjournment thereof or in order to make a determination of members for any proper purpose, except as otherwise provided, the Board of Administrators of the Association may provide that the membership transfer books shall be closed for a stated period but not to exceed in any case fifteen (15) days prior to such meeting. However, in any event, the membership transfer books shall be closed for the purpose of determining members entitled to notice of or to vote at a meeting of the membership of the Association for at least three (3) days immediately preceding any meeting. When a determination of members entitled to vote at any meeting of the membership of the Association has been made, as provided in this section, such determination shall apply to any adjournment thereof.

(6) Membership List. Any person becoming an owner of an interest in any unit ownership estate as designated in the Declaration shall, within ten (10) days from the date of acquisition of such interest, furnish to the Secretary of the Association a certified copy of the instrument evidencing such ownership. The Secretary shall compile and maintain a current and complete list of the owners of any interest in the unit ownership estates in Willow Creek Condominium, II, arranged in alphabetical order with the address of and the percentage ownership in the general common elements held by each interest owner. Such list shall be kept on file at the registered office of the Association and shall be subject to inspection by any member at any time during usual business hours. Such list shall also be produced and kept open at the time and place of any meeting and shall be subject to the inspection of any member during the whole time of any such meeting. The original membership transfer book shall be prima facie evidence as to who are the members entitled to examine such list or membership transfer book or to vote at any meeting of the membership.

No change in the ownership of any interest in a unit ownership estate in Willow Creek Condominium, II shall be binding upon this Association until the Secretary of the Association has been furnished a certified copy of the instrument evidencing such change of ownership.

(7) Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of a "majority of unit owners" as defined in the Act, shall constitute a quorum at any meeting of the Association. If less than a majority of unit owners as defined by the Act are represented at a meeting of members, a majority of the unit owners based upon their percentage of ownership in the general common elements so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

(8) Proxies. At all meetings of members, a member may vote by proxy, executed in writing by such member. Such proxy shall be filed with the Secretary of the Association before or at the time of the meeting.

(9) Voting. On all matters submitted to a vote of the membership of the Association, each member shall have a vote equal to his, her or its proportionate undivided interest in the general common elements of Willow Creek Condominium, II as established by the Declaration. The proportionate undivided interest of any particular member of the Association in the general common elements shall be determined in accordance with the percentage of interest ownership in the general common elements attributed to and shown opposite such member's unit designation in the schedule set forth in the Declaration.

Cumulative voting is prohibited.

Where a Condominium unit is owned in joint tenancy, each joint tenant shall be deemed to own an equal undivided interest in such unit with all other joint tenants therein for the purpose of computing his vote unless otherwise provided by law. Where title to a unit ownership estate in Willow Creek Condominium, II is held in life tenancy with either vested or contingent remaindermen or both vested and contingent remaindermen, all voting rights shall be exercised solely by the life tenant or life tenants and neither the vested or contingent remaindermen shall have any voting rights, unless otherwise provided by the Act or the Declaration.

Affirmative votes of members owning more than fifty per cent (50%) of the aggregate interest in the general common elements as established by the Declaration shall be necessary to make or adopt any decision of this Association of unit owners, subject, however, to such requirement for a lesser or greater percentage as shall be expressly set forth in the Declaration.

Voting shall be by roll call or by written ballot. Any member may request that any particular matter be by written ballot and if such a request is made, the written ballot must be utilized reflecting the signature of the member casting the ballot.

(10) Voting by Certain Members. A membership held in the name of a corporation may be voted by such officer, agent or proxy as the Bylaws of such corporation may prescribe or in the absence of such provision, as the Board of Directors of such corporation may determine.

Membership held by an administrator, executor, guardian or conservator shall be voted by him either in person or by proxy without a transfer of such membership into his name. A membership standing in the name of a trustee may be voted by him either in person or by proxy but no trustee shall be entitled to vote a membership held by him without a transfer of such membership into his name.

Membership standing in the name of a receiver may be voted by such receiver and a membership held by or under the control of a receiver and a membership

held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his name if authority to do so be contained in an appropriate order of the Court by which such receiver was appointed.

A membership in the Association acquired by the Association itself by virtue of its acquisition of a unit ownership estate or interest therein or any membership held by the Association in a fiduciary capacity shall not be voted directly or indirectly at any meeting and shall not be counted in determining the total undivided percentage interest in the general common elements.

Anyone claiming the right to vote under this paragraph shall present the appropriate evidence of such right to the secretary prior to or at the time of any meeting.

(11) Informal Action by Members. Unless otherwise provided by law, any action required or permitted to be taken at a meeting of the members may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all the members entitled to vote with respect to the subject matter thereof.

(12) The Order of Business. The order of business at all meetings of the Association shall be as follows:

- (a) Roll Call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of the preceding meeting.
- (d) Reports of officers and Board of Administrators.
- (e) Reports of Committees.
- (f) Election of Administrators.
- (h) New Business.
- (i) Adjournment.

## ARTICLE VI

### FORM OF ADMINISTRATION

(1) The administration and management of all the property above described and submitted to the provisions of the Act by the Declaration shall be by this Association acting by and through its Board of Administrators. All of the unit owners constitute this Association of unit owners, herein referred to as "Association" which is and shall be synonymous with the "Council of Unit Owners" as defined in Section 3 (m) of the Act.

(2) These Bylaws have been prepared and executed pursuant to the requirements for Bylaws and references thereto contained in the Act. By acceptance of title to an interest in any unit designated in the Declaration, all unit owners, for themselves, their heirs, executors, administrators, trustees, legal and personal representatives, grantees, successors, assigns, lessees, and tenants, specifically agree that these Bylaws and any subsequent amendments hereto shall for all purposes be construed as the Bylaws required by and referred to in the Act.

## ARTICLE VII

### BOARD OF ADMINISTRATORS

(1) Number, Tenure and Qualifications. The affairs of this Association shall be governed by and be in charge of a Board of Administrators composed of five (5) individuals who need not reside in Willow Creek Condominium, II or be unit owners thereof. The following individuals shall act in such capacity until the election, qualification and assumption of office of the Board of Administrators to be elected at the first annual meeting of the Association:

Alvin Dworman	645 Fifth Avenue, New York, NY 10022
Arnold Kimmel	65 W. 55 <sup>th</sup> St., Fourth Floor, New York, NY 10019
Lewis Kresch	6806 South Toledo, Tulsa, OK 74136
Guy Harrell	6806 South Toledo, Tulsa, OK 74136
Sandee Riley	6806 South Toledo, Tulsa, OK 74136

The five (5) persons acting as Administrators shall hold office until their successors have been elected. The provisions of the Declaration reserving rights to the Declarant to elect certain members of the Board of Administrators shall govern with respect to the same, notwithstanding any other provision of these Bylaws, and shall not be abrogated prior to the expiration provided for therein except with the written consent of the Declarant.

(2) The Board of Administrators shall be and exercise the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of a first class residential unit ownership estate project. The Board of Administrators may exercise all powers of the Association and do all such lawful acts and things as are authorized by the Act, by any other statutes of the State of Oklahoma, by the Declaration or by these Bylaws not directed or required thereby to be exercised or done by the unit owners. As an incidence of the general powers and duties vested in the Board of Administrators by the Act, the Declaration and these Bylaws, but without limiting such general powers, the Board of Administrators shall be empowered with the following authority and shall have the following duties:

- (a) To administer and enforce the covenants, restrictions, uses, limitations, obligations and all other provisions set forth in the Declaration.
- (b) To establish, make and enforce compliance with such reasonable rules as may be necessary for the operation, use and occupancy of Willow Creek Condominium, II with the right to amend such rules from time to time. A copy of all rules and regulations shall be delivered or mailed to each member of the Association promptly upon the adoption thereof.



- (c) To maintain and keep in good state of repair all of the general and limited common elements defined in the Declaration.
- (d) To establish, determine, levy and collect the monthly assessments for common expenses as such common expenses are defined in the Act, the Declaration and these Bylaws; to levy and collect special assessments whenever, in the opinion of the Board, it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expenses or because of emergencies. The Board, by a majority vote thereof, may adjust, decrease or increase the amount of the monthly assessments for common expenses. All monthly or other assessments for common expenses shall be in itemized statement form and shall set forth the detail of the various expenses for which the assessments are being made. The assessments may be estimated by the Board in the manner set forth in the Declaration.
- (e) To file statements of lien for unpaid common expenses, to foreclose the same and in general to collect delinquent assessments for unpaid common expenses by suit or otherwise, as provided in the Act and in the Declaration; to enjoin or seek damages from a unit owner for violation of any restrictive covenants contained in the Declaration or these Bylaws or in any manner authorized by law; to institute suits at law or in equity for and on behalf of this Association or for one or more unit owners in the protection of a common right; to protect and defend all of the property submitted to the provisions of the Act by the Declaration from loss and damage by any means including the institution of suits at law or in equity.
- (f) To enter into contracts within the scope of the powers and duties of the Administrators as set forth in the Declaration, these Bylaws or as expressed or implied in the Act.
- (g) To employ such personnel as in the sole discretion of the Board of Administrators may be necessary for the management, maintenance, upkeep, surveillance and protection of the buildings and the general or limited common elements and services; to establish the salary or rate of pay for all such employees and to discharge or suspend any such employee for any cause which in the sole judgment of the Board of Administrators justifies such action; to delegate such powers and duties to such employees as are deemed prudent, appropriate and necessary.
- (h) To establish a bank account or bank accounts for the common treasury and for all separate funds which are required or may be

deemed advisable by the Board of Administrators or which may be authorized by the Declaration.

- (i) To keep and maintain full and accurate books of account and records reflecting all receipts, expenses and disbursements and to permit examination thereof at any reasonable time by any unit owner and to cause a complete certified audit of the books and accounts of the Association by a competent certified public accountant at least once each year which audit shall be a common expense.
- (j) To select, procure, place, maintain and manage at all times all forms of insurance necessary in the sole judgment of such Board to insure and protect all of the insurable general and limited common elements against risk and losses, specifically including without limitation, fire and extended insurance coverage in an amount equal to their maximum replacement value and determined in the manner provided in the Declaration; to select, procure, place, maintain and manage at all times general comprehensive liability insurance for the protection of the Association and all unit owners and covering the entire premises in amounts not less than \$100,000.00 per person and \$300,000.00 per accident and \$10,000.00 property damages; to insure and keep insured for the benefit of the Association, all property acquired by the Association, its members and their first mortgagees.
- (k) To accept and exercise all powers of attorney or appointments of attorney in fact directed and authorized to be made by the Declaration.
- (l) In general, to carry on the administration of this Association and to do all things necessary and reasonable in order to carry out the basic administrative functions of this Association of unit owners and to do all acts and perform all functions reasonably implied in the unit ownership estate form of property ownership.

(3) Vacancies. Any vacancy occurring in the Board of Administrators may be filled by the affirmative vote of a majority of the remaining Administrators though less than a quorum of the Board of Administrators, unless otherwise provided by law or by the Declaration. An Administrator elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. The election of any Administrator occasioned by reason of an increase in the authorized number of Administrators shall be filled by election at an annual meeting or a special meeting of the Association called for that purpose.

(4) Removal of Administrators. At any regular or special meeting duly called, any one or more of the Administrators may be removed with or without cause by a majority of unit owners and his successor or successors may then and there be elected to fill the vacancy or vacancies thus created, subject however, to the rights reserved to

the Declarant to elect certain members of the Board for the period therein specified. Any Administrator whose removal has been proposed by a member shall be given an opportunity to be heard at the meeting called for his ouster.

(5) Meetings. The annual meeting of the Board of Administrators shall be held without other notice than this Bylaw immediately after and at the same place as the annual meeting of the Association. The Board of Administrators may provide by resolution the time and place for the holding of such additional regular meetings as the business of the Association requires.

(6) Special Meetings. Special meetings of the Board of Administrators may be called by or at the request of the President or any two Administrators. The person or persons calling any such special meeting may fix the place for holding such special meeting within the limits of the City of Tulsa, Oklahoma.

(7) Notice of Meetings. Notice of regular meetings (except annual) and any special meeting shall be given at least three (3) days previous thereto by written notice delivered personally or mailed to each Administrator at his unit address. Such notice must set forth the time and place of all such meetings and if a special meeting, must set forth the purpose thereof. All notices shall be given by the Secretary of the Association. If mailed, such notice shall be deemed to be delivered when deposited in any Post Office of the United States Post Office Department in Tulsa, Oklahoma, addressed as above set forth with postage thereon prepaid. Any Administrator may waive notice of any meeting. The attendance of an Administrator at a meeting shall constitute a waiver of notice of such meeting, except where an Administrator attends a meeting for the express purpose of objecting to the transaction of any business thereat because the meeting is not lawfully called or convened.

(8) Quorum. At all meetings of the Board of Administrators a majority of the Administrators shall constitute a quorum for the transaction of business and the acts of the majority of the Administrators at a meeting at which a quorum is present shall be the acts of the Board of Administrators. If at any meeting of the Board of Administrators, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time and any such adjourned meeting as originally called may be transacted without further notice.

(9) Informal Action by Administrators. Unless otherwise provided by law or by the Declaration, any action required to be taken at a meeting of the Board of Administrators or any other action which may be taken at a meeting of the Board of Administrators, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all if the Administrators.

(10) Compensation. The Administrators as such shall not be paid any compensation for their services rendered to the Association. However, they may be paid any expenses advanced or incurred by them for and on behalf of the Association. This

provision shall not be construed, however, to preclude any Administrator from serving the Association in any other capacity and receiving compensation therefor.

(11) Fidelity Bonds. The Board of Administrators shall require that all officers, agents and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds in such company and in such amounts as is satisfactory to the Board of Administrators. The premiums on such bonds shall be paid by the Association as a common expense.

## ARTICLE VIII

### OFFICERS

(1) Number. The officers of the Association shall be a President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Administrators. The Board may elect such other officers and assistant officers as may be deemed necessary by the Board.

(2) Election and Term of Office. The officers of the Association shall be elected annually by the Board of Administrators at the first meeting of the Board of Administrators held after each annual meeting of the Association. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as may be convenient. 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, whichever occurs first.

(3) Removal of Officers. Any officer or agent elected or appointed by the Board of Administrators may be removed by a majority of the Board of Administrators either with or without cause and his successor elected at any regular meeting of the Board of Administrators or at any special meeting of the Board called for such purpose.

(4) Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Administrators for the unexpired portion of the term of such office.

(5) President. The President shall be the principal executive officer of the Association and, subject to the control of the Board of Administrators, shall in general supervise and control all of the business affairs of the Association. The President shall preside at all meetings of the Association and of the Board of Administrators. He shall have all of the general powers and duties which are usually vested in the office of President of an incorporated association, including but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide is necessary or appropriate to assist in the conduct of the affairs of the Association. He may sign with the Secretary or Assistant Secretary, if the latter office exists, any deeds, mortgages, contracts or other instruments which the Board of Administrators has

authorized to be executed except in cases where the signing and execution thereof shall be expressly delegated by the Board of Administrators or by the Act, the Declaration or these Bylaws to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed; and in general, the President shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Administrators from time to time.

If the office of Vice President is created by the Board of Administrators or by the Association membership, the Vice President shall in the absence of the President or in the event of his death, inability or refusal to act, perform all duties of the President and when so acting, shall have all the powers and be subject to all the restrictions upon the President, and shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Administrators.

(6) Secretary. The Secretary shall:

- (a) Keep all minutes of all meetings of the membership of the Association and of the Board of Administrators and shall compile and maintain a Minute Book wherein all such minutes shall be recorded and wherein all resolutions and actions of the unit owners as Association members and the Board of Administrators shall be recorded.
- (b) Prepare all notices and discharge the responsibility of seeing that all notices are duly given in accordance with the provisions of these Bylaws or as required by the Act, these Bylaws, resolutions of the Association, resolutions of the Board or as may be required by any other law or statute of the State of Oklahoma.
- (c) Be custodian of the Association's records and of the seal of the Association and affix the seal of the Association to all documents duly authorized to be executed on behalf of the corporation under its seal.
- (d) Compile and maintain in a current condition at the principal office of the Association a complete registry of unit owners, being all of the members of this Association, and their last known addresses as shown on the records of the Association. Such registry shall also show opposite each member's name the unit designation of the unit owned by such member, the member's interest therein, and the percentage ownership of such member in the general common elements. The Registry herein referred to is synonymous with the membership transfer book referred to in Article V, Section 5 of these Bylaws and the information shown in such registry shall be substantiated by the certified copy of the instrument evidencing ownership by any member of an interest in a unit ownership estate

included in the Declaration. The Secretary shall compile the membership list referred to in Section 6 of Article V from the registry or membership transfer book.

- (e) Have general charge of the membership transfer book or registry of the Association.
- (f) In general, have charge of such books and papers as the Board of Administrators may direct and perform all duties incident to the Office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Administrators.

(7) Treasurer. The Treasurer shall:

- (a) Be responsible for Association funds and have charge and custody of all funds and securities of the Association; receive and give receipts for monies due and payable to the Association from any source whatsoever, and deposit all monies and other valuable effects in the name of the Association and to its credit in such banks, trust companies or other depositories of the Association as may from time to time be designated and selected by the Board of Administrators.
- (b) Be responsible for and keep and maintain a book with a detailed account in chronological order of the receipts and expenditures affecting the common elements specifying and itemizing the maintenance and repair expenses of the common elements and any other expenses incurred in the administration of Willow Creek Condominium, II; maintain an accurate file containing said book of account, which said book of account and vouchers shall be available for examination by all unit owners at convenient hours on working days that shall be set and announced by the Treasurer to all unit owners for their general knowledge.
- (c) Supervise any accountants or bookkeepers employed by the Association in connection with the maintenance of accurate accounts, rendition of any financial statements or financial reports of information required to be furnished by the Act, the Declaration or these Bylaws to any person whomsoever.
- (d) Be responsible for the rendition by any employees of the Association of monthly statements of assessments for common expenses made to the unit owners.
- (e) Be responsible for collection from the unit owners of all assessments for common expenses, whether current or delinquent, and for the filing of any lien statements required or authorized by the Act,

Declaration or these Bylaws and in general, be responsible for the initiation through the Board of Administrators of any collection procedures authorized by the Act, the Declaration, these Bylaws or resolution of the Association or Board of Administrators.

- (f) Pay out of the funds of the Association all common expenses incurred by the Association in the administration of Willow Creek Condominium, II and discharge any indebtedness of the Association from its funds.
- (g) If required by the Board of Administrators, the Treasurer or any person working under the Treasurer's supervision and direction, shall give a bond for the faithful discharge of his or their duties in such sum and with such surety or sureties as the Board of Administrators shall determine.
- (h) In general, perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Administrators.

(8) Assistant Officers. Assistant officers may be designated by the Board of Administrators to perform the functions of Secretary or Treasurer in the absence of the Secretary or Treasurer or in the event of their death, inability or refusal to act; in the event of the occurrence of any of the latter acts and when so acting, such assistants shall have all the powers of and be subject to all the restrictions upon the office for which they are assistant.

(9) Treasurer Authorized under Specific Instances to Perform Office of President. In the event no Vice President is selected or designated as hereinabove provided, and, in the absence of the President or his death or disability, the Treasurer may serve in the capacity of the President, performing all duties and possessing all powers hereinabove granted to the President and specifically may execute all instruments authorized above to be executed by the President.

(10) Compensation. The officers of the Association shall not receive any salary for the performance of their duties as such officers except upon the affirmative vote of at least 51% of unit owners (by interest) of the Association. However, they shall be entitled to reimbursement for any expenses advanced by them or incurred by them in the discharge of their duties as such officers. This provision shall not be construed to preclude any officer from serving the Association in a professional or other capacity and receiving compensation therefor.

ARTICLE IX  
INDEMNIFICATION OF BOARD OF  
ADMINISTRATORS AND OFFICERS

The Association shall indemnify each member of the Board of Administrators and each officer, their respective heirs, devisees, executors and administrators against all loss, costs and expenses, including counsel fees, reasonably incurred by such administrator 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 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, fraud 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 Association is advised by its counsel that the Administrator or officer to be indemnified has not been guilty of gross neglect or willful misconduct in the performance of his duty as such administrator or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such administrator or officer may be entitled by law. All liability, loss, costs, expenses and damages incurred or suffered by the Association by reason or arising out of or in connection with the indemnification provisions of this Article 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 Association to indemnify any administrator or officer as owner of a unit ownership estate in Willow Creek Condominium, II with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of this membership in the Association or ownership of a unit ownership estate designated in the Declaration.

ARTICLE X  
MAINTENANCE, REPAIR AND SURVEILLANCE  
OF COMMON ELEMENTS

(1) The Board of Administrators of the Association shall care for, maintain and keep in a good state of repair all of the general and limited common elements as defined in the Declaration. The Board of Administrators shall have the responsibility of surveillance of all of the common elements and protecting the same by insurance or otherwise against risk of loss due to damage by the elements, fire, windstorm, theft, malicious mischief and vandalism. The Board of Administrators are authorized to employ such personnel at such salary or rate of pay as may be necessary in the sole discretion of the Board to adequately maintain, repair, keep under surveillance and to protect the general and limited common elements and services. The Board of Administrators shall be authorized to maintain such employment records as may be required by any state or



federal law, act or statute or any subdivision of state or federal government to render such reports as may be required with regard to personnel employed by them. The Board of Administrators may discharge or suspend any such employee for any cause which in the sole judgment of the Board justified such action.

(2) All maintenance and repairs to the common elements shall be made promptly by the Board acting by and through the personnel duly employed by it. However, no personnel employed by the Board shall be authorized to obligate the Association or to contract for any materials or labor necessary in the making of such repairs or necessary to maintain or protect the property. However, in the event damage to any of the common elements occurs creating an emergency jeopardizing the safety of the unit owners or their property or the other common elements and no member of the Board of Administrators is immediately available to authorize emergency repair, such maintenance personnel as are on duty at the particular time, may authorize the making of such emergency repair.

(3) The Board of Administrators may set forth such rules and regulations as deemed by it expedient, necessary or desirable to aid the minimizing of any maintenance, repair or surveillance costs. Such rules and regulations shall be binding upon all unit owners and must be promptly observed by them. Copies of any such rules and regulations promulgated by the Board must be furnished to each unit owner.

(4) Each member as a unit owner shall use the general common elements and his reserved limited common elements in accordance with the purpose for which they were intended and shall cooperate with the Board of Administrators in maintaining the common elements and minimizing repairs. However, no unit owner or member as such will attempt to make any repairs to the general or limited common elements personally or direct or authorize others to do so. If any member as a unit owner observes any portion of the common elements to be in a state of disrepair, he shall promptly call such to the attention of a member of the Board of Administrators and make no effort himself to remedy the situation.

(5) Any equipment or tools determined by the Board to be necessary for use in the maintenance and repair of the common elements may be purchased by the Board and shall be maintained, stored and repaired by the Board. The selection and purchase of any such equipment or tools shall be the responsibility of the Board and the acquisition cost of the same and expenses of maintenance or repair thereof shall be deemed a common expense. No maintenance or repair tools or equipment may be utilized by a unit owner for his own personal needs, the use, safe-keeping and possession of which shall be the sole responsibility and right of the Board of Administrators or personnel employed by them to perform maintenance or repair functions.

(6) The required painting, maintaining, replacing, repairing, and landscaping of the common elements and such furnishings and equipment for the common elements deemed necessary and proper by the Board of Administrators shall be performed by the Association as a common expense (unless otherwise provided herein not to be deemed

a common expense); provided, however, that nothing herein contained shall require the Association to paint, repair or otherwise maintain the interior or any part of any unit or any fixtures, floor covering, or equipment located therein.

## ARTICLE XI

### MAINTENANCE AND REPAIR OF UNITS

(1) Each member as a unit owner must promptly perform at his own expense maintenance and repair work within the interior of or constituting a part of his own unit which, if omitted, would affect the value, comfort, safety or well-being of Willow Creek Condominium, II in its entirety or which would affect the value, comfort, safety or well-being of other units.

(2) All repairs and maintenance of interior installations of a unit, such as water, light, gas, power, air conditioning, telephone, sanitary installations, inside doors, floor coverings, electrical fixtures, windows, and all other accessories, equipment and fixtures, such as plumbing fixtures, water heaters, refrigerators, freezers, dishwashers, clothes washers, clothes dryers, disposals, ranges, ovens, stoves and/or other equipment that may be located in or appurtenant to an owner's unit shall be at the owner's expense. All maintenance, redecoration and other expenditures made on the interior of any unit for the sole enjoyment, convenience or safety of that particular unit owner shall be his sole expense. However, this provision shall not be construed to impose upon a unit owner the maintenance or repair of any general common elements located or installed within his unit and utilized or operated for the benefit of other unit owners.

(3) An owner shall be obligated to reimburse the Association directly upon a receipt of a statement for any expenses incurred by the Association in repairing or replacing any general or limited common element or of the exterior of any unit required to be repaired or maintained by the Association as a common expense, damaged by such owner's negligence or by the negligence of his tenants, lessees, agents or business for social invitees and guests. "Negligence" as used herein shall include intentional conduct.

(4) An owner shall not make any structural modifications or alterations to his unit or installations located therein without the previous written consent of the Board of Administrators.

(5) An owner shall grant the right of entry to any person authorized by the Board of Administrators in case of any emergency originating in or threatening his unit whether the owner is present at the time or not.

(6) An owner shall permit other owners or their representatives when so required to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services provided that requests for entry are made in

advance and that such entry is at a time convenient to the owner. In case of emergency, such right of entry shall be immediate.

(7) An owner shall grant the right of entry to his unit to the Board of Administrators or any person authorized by either of them at any reasonable time for the making of repairs to or maintenance of the general or limited common elements, or the appraisals required by the Act, the Declaration or these Bylaws. In all instances not determined to be an emergency by the Board, the owner must be notified in advance of such maintenance or repair work and such owner need not be present or have a representative present at the time such work is performed.

(8) All repairs and maintenance of the exterior of the units of Willow Creek Condominium, II, specifically including, but not limited to painting, maintaining and repairing outside doors, brick veneer, wood, and wood shingles of the exterior walls, doors and roofs of the units shall be done by the Association and shall be deemed a common expense as defined by Article XV of the Declaration.

## ARTICLE XII

### ADDITIONS OR IMPROVEMENTS TO THE GENERAL OR LIMITED COMMON ELEMENTS

(1) General Common Elements.

- (a) No additions to the general common elements may be made by the Board of Administrators at a cost in excess of \$1,000.00 unless such additions have been authorized at an annual meeting of all the unit owners or at a special meeting of all the unit owners called for that express purpose in the manner and time provided in these Bylaws. Eighty per cent (80%) of the unit owners computed on the basis set forth in Section 3 (n) of the Act may agree that an addition to the general common elements is necessary or desirable and that such addition shall be made and assessments for the cost of the same levied. If such percentage of the unit owners agree to make such addition, then the expense thereof shall be payable by all the unit owners as a common expense. Such addition shall be made and constructed wholly by the Association for and on behalf of each unit owner. The Association by its President and Secretary shall have full and complete authorization, right and power, upon resolution of the Association's Board of Administrators and after authorization of the unit owners as above provided, to make, execute and deliver any contract or other instrument with respect to such addition as may be necessary or expedient to construct, finance and complete such addition. Assessment for the cost of such addition shall be made by

the Association and shall be due and payable within thirty (30) days after written notice thereof. The assessment therefor shall be a debt of each owner and a lien on his unit ownership estate and may be enforced and collected as provided in the Declaration.

- (b) Any improvements, other than ordinary maintenance and repairs, made to the existing common elements requiring capital expenditures must be authorized and made in the same manner as hereinabove set forth in the preceding paragraph for additions to the general common elements.

(2) Limited Common Elements.

- (a) Any additions to the limited common elements must be authorized in writing by the owner of the unit for which such common element has been set aside and reserved. However, no addition to any limited common element shall be made if such addition would encroach upon or impair any general common element reserved to another unit owner. Further, no addition to a limited common element shall be made unless duly authorized at a regular or special meeting of the Board of Administrators and only after written resolution authorizing the same has been duly adopted by the Board of Administrators. The entire cost and expense of making such addition shall be borne by the owner of the unit for which such limited common element has been set aside and reserved.

If a unit owner makes written request and executes a written authorization for an addition to any limited common element reserved and set aside for the use of his unit, and if such request has been approved by the Board of Administrators by written resolution, such addition shall be made and conducted wholly by the Association for the benefit of such unit owner. However, the Association shall not be responsible to such unit owner for the quality of workmanship, materials or otherwise, save and except willful neglect or gross negligence in the performance of the work of such addition. The Board may require payment of the contract price of any such addition to be made by the unit owner prior to commencement of the work or may make any such other requirement to assure the payment therefor as the Board may deem necessary for the protection of the Association and all other unit owners. The total cost and expense of any such addition shall be a debt of the unit owner or owners for whose benefit such addition has been made and a lien on his, her or their unit ownership estates and may be enforced and collected as provided in the Declaration.

- (b) Any improvement, other than ordinary maintenance and repairs, made to any existing limited common element requiring capital expenditures must be authorized and made in the same manner as herein above set forth in the preceding paragraph for additions to the limited common elements.

## ARTICLE XIII

### COLLECTION FROM UNIT OWNERS FOR PAYMENT OF COMMON EXPENSES

(1) Common expenses payable by the members of this Association as unit owners shall be those common expenses defined in the Act and Declaration. The manner of assessment and collection from the unit owners of the amounts necessary to pay the common expenses so assessed shall be as provided in the Declaration.

(2) A member of this Association shall be deemed to be in good standing and entitled to vote at any annual or special meeting of the membership of this Association within the meaning of these Bylaws if and only if he or she shall have fully paid all assessments made, levied and due from him or her for common expenses or improvements to the limited common elements reserved to him or her.

## ARTICLE XIV

### MAINTENANCE, UPKEEP AND REPAIR PERSONNEL

(1) There shall be employed by the Board of Administrators a maintenance foreman or superintendent to handle all maintenance, upkeep, repair and surveillance of the common elements. Said maintenance foreman or superintendent shall have such duties and responsibilities as are designated by the Board of Administrators. All directions and orders for the performance of services by him shall originate from the Board of Administrators and no unit owner or member as such shall attempt to exercise any authority, control or direction over such maintenance foreman or superintendent. Requests for services of the maintenance foreman or superintendent must be cleared through a member of the Board of Administrators.

(2) The selection, tenure of employment and conditions of employment of any maintenance personnel shall be within the discretion, judgment and sole control of the Board of Administrators. The Board of Administrators may employ such additional personnel for maintenance, upkeep, repair and surveillance of the common elements as in its sole judgment is necessary or desirable. The compensation of such personnel shall be established by the Board guided by what similar services are valued in the City of Tulsa, Oklahoma.

(3) The Board of Administrators may, in lieu of employing the personnel specified hereinabove, contract for such services with third persons or firms, for such reasonable compensation as the Board shall deem appropriate.

## ARTICLE XV

### RESTRICTIONS AND REQUIREMENTS RESPECTING USE AND MAINTENANCE OF UNITS AND COMMON ELEMENTS

(1) Without in any manner limiting the restrictive covenants contained in Article XVIII of the Declaration or the restrictions implied or implicit therein, the following restrictions on and requirements respecting the use and maintenance of each unit and the use of the common elements in Willow Creek Condominium, II shall be binding upon each member as an owner of an interest in a unit ownership estate in Willow Creek Condominium, II:

- (a) No unit owner, lessee, tenant or occupant of any apartment unit in Willow Creek Condominium, II shall post any advertisements, signs, notices, bulletins, or posters of any kind in, on or about the property submitted by the Declaration to the Act, except as authorized in writing by the Board of Administrators.
- (b) It is prohibited to hang garments, rugs or any other objects or materials from the windows or any other portion of the units or walkways or patios.
- (c) No pets of any kind shall be permitted in any unit or in, on or about any part of the common elements except upon prior written approval of the Board of Administrators. If such approval be given, the owner of such pets shall be responsible for any damages to the general common elements or the property of any other unit owner occasioned by the activities of such pets.
- (d) Owners and occupants of units shall exercise extreme care to avoid making or permitting to be made loud or objectionable noises and in using or playing or permitting to be used or played any musical instruments, radios, phonographs, television sets, wire recorders and any other noise producing instruments or devices.
- (e) No loud and boisterous talk shall be permitted upon, about or in any of the common elements. Requests by any member of the Board of Administrators to cease and desist any obnoxious, offensive, dangerous or noisy disturbance of any nature shall immediately be complied with by the owner or occupant of any unit. All complaints

about the conduct of any other unit owner or occupant of a unit must be made to a member of the Board of Administrators.

- (f) No unit owner or occupant of any unit or guest therein shall utilize the swimming pool while in a state of intoxication.
- (g) No unit owner or occupant shall at any time unreasonably obstruct the passageways, walkways, entrances or exits to and from the property.
- (h) It is prohibited to place or throw garbage or trash outside the containers or disposable installations provided for such purposes. Littering of the streets or parking spaces and driveways is prohibited.
- (i) No outside television or radio aerial or antenna for receipt or transmission, shall be maintained upon any building or unit or upon any common elements without the prior written consent of the Board of Administrators.
- (j) No structure of a temporary character, trailer, tent, shack or other outbuilding shall be maintained upon any common elements at any time.
- (k) No trailer, truck, camper, camper truck, house trailer, boat, boat trailer, or the like shall be kept upon any common elements or the limited common elements, nor shall repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon without the prior written consent of the Board of Administrators.

(3) The foregoing restrictions and requirements shall not operate to limit or prohibit the adoption by the Board of Administrators of rules and regulations regarding restrictions on and requirements respecting the use, occupancy and maintenance of the units and the common elements.

(4) It shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, aerials, antennas, radio or television broadcasting or receiving devices, slabs, sidewalks, curbs, gutters, patios, porches, driveways, fences, walks, or to make any change or otherwise alter (including any alteration of color) in any manner whatsoever to the exterior of any unit or upon any of the common elements within Willow Creek Condominium, II until the complete plans and specifications showing the location, shape, height, material, color, type of construction and/or any other proposed change shall have been submitted to and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography by the Board of Administrators of the Association or by an architectural control committee designated by the Board.

## ARTICLE XVII

(When originally recorded, ARTICLE XVI was omitted)

### CONFLICT WITH DECLARATION OR

#### UNIT OWNERSHIP ESTATE ACT

(1) These Bylaws have been compiled and adopted in order to comply fully with the requirements of the Unit Ownership Estate Act of the State of Oklahoma, Title 60, Oklahoma Statutes Annotated, Sections 501 to 530, inclusive, as amended, and to implement and supplement such Act and the Declaration. If any of these Bylaws conflict with the provisions of said Act or said Declaration, it is hereby agreed and accepted that the provisions of the Act or Declaration will control. Such interpretation will be given these Bylaws where possible as will avoid any conflict with such Act or Declaration.

(2) The provisions of these Bylaws are severable and if any Article, Section or subsection, paragraph or clause of any Article or any sentence, clause, phrase or word of these Bylaws or the application thereof in any circumstance be held to be invalid, such invalidity and the determination thereof shall not affect or extend to the validity of any other portion of these Bylaws and the application of any portion hereof in any other circumstances shall not be affected thereby.

(3) That whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders.

## ARTICLE XVIII

### NON-PROFIT ASSOCIATION

This Association is not organized for profit and shall never at any time engage in any regular business of any kind for the purpose of deriving a profit or pecuniary gain for its membership. This Association shall never at any time be used as a medium for making a profit for its members, administrators or officers, incidentally or otherwise, and shall never at any time render or perform any particular service for any member other than in such member's capacity as an owner of a unit in Willow Creek Condominium, II. This corporation shall not conduct any propaganda campaigns or take part in any political campaigns as an Association. No dividends or pecuniary profits shall be declared or paid to the members hereof and no member, administrator or officer may be paid a salary or compensation in any form by reason of his membership of office in this Association, provided, of course, that this shall not limit any member from being paid reasonable compensation while acting as an agent, employee, or under contract with the Association for services actually rendered in an arm's length transaction with the Association or shall this provision prohibit reimbursement of any member, administrator or officer for



authorized actual and reasonable expenses advanced or incurred in connection with the administration of the business and affairs of the Association.

## ARTICLE XIX

### AMENDMENTS TO BYLAWS

Unless otherwise provided herein, or in the Declaration, seventy-five per cent (75%) of the unit owners in Willow Creek Condominium, II computed on the basis set forth in Section 3 (n) of the Act, may at any time modify or amend these Bylaws at any annual or special meeting of the Association of unit owners duly called for such purpose as in these Bylaws provided. However, no amendment to these Bylaws may be made which would delete or omit any of the particulars described in Section 20 of the Act as being necessary contents of these Bylaws. Such modification or amendment hereof shall not become operative unless and until set forth in an amended Declaration and duly recorded as provided in the manner for recording the original Declaration.

## ARTICLE XX

### BINDING UPON HEIRS, ADMINISTRATORS, ETC.

The provisions of these Bylaws shall be binding upon and inure to the benefit of all unit owners in Willow Creek Condominium, II, their respective grantees, mortgagees, lessees, tenants, employees, sublessees or subtenants, or any other person who may in any manner use or obtain an interest in or possession or occupancy of the property or any part thereof submitted by the Declaration to the provisions of the Unit Ownership Estate Act of the State of Oklahoma.

IN WITNESS WHEREOF, the undersigned members of the Board of Administrators of Willow Creek Condominium, II Neighborhood Association, Inc. have executed this document this 2nd day of August, 1979.

Board of Administrators of  
Willow Creek Condominium, II  
Neighborhood Association, Inc.

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Lewis Kresch

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Guy Harrell

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Sandee Riley

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Arnold Kimmel

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Alvin Dworman