



Original By-Laws (as Amended in 05/1998, 10/2001, 09/2005, 09/2007, 07/2008 and 09/2011)

**BY-LAWS**  
**OF**  
**SUMMIT PARKE OWNERS' ASSOCIATION, INC.**  
**&**  
**COVENANTS, CONDITIONS AND**  
**RESTRICTIONS**  
**OF**  
**SUMMIT PARKE ADDITION**

BY-LAWS  
OF  
SUMMIT PARKE OWNERS' ASSOCIATION, INC.

The name of the organization shall be the Summit Parke Owners' Association, Inc.

ARTICLE I  
PURPOSE AND PARTIES

1. **Governance Development Regime.** The purpose for which this nonprofit corporation is formed is to govern the development of the land in Summit Parke Addition, hereinafter referred to as " Properties", situated in the County of Oklahoma, State of Oklahoma, which property is described in the Declaration of Covenants and Restrictions ("Declaration") of Summit Parke Addition and which property has been submitted to the regime created by the Declaration and the Exhibits thereto, including a true and correct **copy.**), hereof. All definitions contained in said Declaration shall apply hereto and are incorporated herein by reference.

2. **Owners Subject to These By-Laws; Acceptance of By-Laws.** All -present or future Owners, tenants, future tenants of any Lot, or any other person, who might use in any manner the facilities of the properties, are subject to the provisions and any regulations set forth in these By-Laws. The mere acquisition, lease or rental of any Lot or the mere act of occupancy of a Lot will signify that these By-Laws are accepted, approved, ratified and will be complied with.

ARTICLE II  
MEMBERSHIP, VOTING, MAJORITY OF CO-OWNERS (I'OWNERSI),  
QUORUM, PROXIES

1. **Membership.** Except as is otherwise provided in these By-Laws, ownership of a lot is required in order to qualify for membership in this Association. Any person, on becoming an Owner of a Lot, shall mandatorily and automatically become a member of this Association and be subject to the By-Laws. Such membership shall terminate without any formal Association action whenever such person ceases to own a Lot, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with this Association during the period of such ownership and membership in this Association, or impair any rights or remedies which the Owners have, either through the Board of Directors of the Association or directly, against such former Owner and

member arising out of or in any way connected with ownership and membership and the covenants and obligations incident thereto.

2. **Voting.** Voting shall be on a per Lot basis, and the number of votes to which any person is entitled shall be based on one (1) vote per Lot owned. The Declarant shall have four (4) votes per Lot owned, developed or not.

3. **Quorum.** The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-half (1/2) of the total available votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, and these By-Laws.

**Per vote in 2005, the above provision was amended to read:**

- *At any regular or special meeting of the members of the association, for which notice is required by Article III Clause 5 has been served upon the members more than ten (10) business days in advance of such meeting, a quorum shall consist of 1/3 of the available votes held by the members of the association. At any regular or special meeting of the members of the association for which notice required by Article III Clause 5 is not given more than ten (10) business days in advance of such meeting, a quorum shall consist of fifty-one percent of the available votes held by members of the association.*

**Per vote in 2008, the above provision was amended to read:**

- *To allow for “online voting” on the SPOA website for all annual meetings, special elections, etc. effective August 1, 2008. In addition, to allow for all elections to be determined by a simple majority of those casting votes. The requirement that a “quorum” be present shall be rescinded. All other existing rules and regulations regarding the eligibility to vote shall remain in effect.*

4. **Proxies.** Votes may be cast in person or by written proxy. Proxies must be filed with the Secretary or Assistant Secretary of the Association before the appointed time of each meeting.

**Per vote in 2008, the above provision was amended to read:**

- *To allow for “online voting” on the SPOA website for all annual meetings, special elections, etc. effective August 1, 2008.*

### ARTICLE III ADMINISTRATION

1. **Association Responsibilities.** Summit Parke Owners Association, Inc., a corporation, hereinafter referred to as "Association, will have the responsibility of administering the Properties through a Board of Directors.

2. **Place of Meeting.** Meetings of the Association shall be held at such suitable place, convenient to the Owners, as the Board of Directors shall determine.

3. **Annual Meeting.** The annual meetings of the Association shall be held during the month of September of each succeeding year. At such meetings, there shall be elected by ballot of the Owners a Board of Directors in accordance with the requirement of Article IV of these By-Laws. (Ch 5-98)

The Owners may also transact such other business of the Association as may properly come before them.

4. **Special Meetings.** It shall be the duty of the President to call a special meeting of the Owners as directed by Resolution of the Board of Directors or upon a petition signed by a majority in voting interest of the Owners and having been presented by a majority presented to the Secretary of the Association. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business except as stated in the notice shall be transacted at a special meeting unless by consent of two-thirds (2/3) in interest of the Owners present, either in person or by proxy. Any such meetings shall be held after the first annual meeting and shall be held within thirty (30) days after receipt by the President of such Resolution or petition.

5. **Notice of Meetings.** It shall be the duty of the Association to mail a notice of each annual meeting to all owners stating the purpose thereof, as well as the time and place not more than sixty (60) days prior to such meeting. The mailing of notice in the manner provided in this paragraph shall be considered notice served. (Ch 5-98)

6. **Adjourned Meetings.** If any meeting of Owners cannot be organized because a quorum has not attended, the Owners who are present, either in person or by proxy, may adjourn the meeting, from time to time, until a quorum is obtained; however, the place of the meeting must remain as stated in the notice.

7. **Order of Business.** The order of business at all meetings of the Owners shall be as follows:

- a. Roll call and certifying previous minutes
- b. proof of notice of meeting or waiver of notice;
- c. Reading and disposal of unapproved minutes;
- d. Reports of officers;
- e. Reports of Committees;

- f. Election of Directors, as applicable;
- g. Unfinished Business;
- h. New Business; and
- i. Adjournment.

## **ARTICLE IV**

### **BOARD OF DIRECTORS**

1. **Number, Qualification and Appointment or Election.** At the annual meeting, there shall be elected any five (5) Owners to the Board of Directors, who shall, thereafter, govern the affairs of this Association until their successors have been duly elected and qualified. Nominations of candidates for the election of Directors shall always be allowed from the floor. (Ch 5-98)

2. **General Powers and Duties.** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and/or the operation and maintenance of a first class residential development. The Board of Directors may do all such acts and things except as prohibited by law or by these By-Laws or by the Declaration.

3. **Other Powers and Duties.** Such powers and duties of the Board of Directors shall include, but shall not be limited to, the following, all of which shall be done for and on behalf of the Owners of the properties:

a) **Administration.** To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Declaration, the By-Laws of the Association and supplements and amendments thereto.

b) **Rules.** To establish, make and enforce compliance with such reasonable house rules as may be necessary for the operation, use and occupancy of the Properties with the right to amend same from time to time. A copy of such rules and regulations shall be delivered or mailed to each Owner within five (5) days following the adoption thereof.

c) **Maintenance of Common Elements.** To keep in good order, condition and repair all of the Common Elements and all items of common personal property used by the Owners in the enjoyment of the entire program.

d) **Insurance:** To insure and keep insured all of the insurable Common Elements of the property on an amount equal to their maximum replacement value as is provided in the Declaration. To insure and keep all of the common fixtures, equipment and personal property for the benefit of the Lots and their mortgages. Further, to obtain and maintain comprehensive liability insurance covering the Common Elements.

e) **Budget:** Determination of Assessment; Increase or Decrease Same; Levy of Special Assessments. To prepare a budget for the Properties, at least annually, determine the amount of Common Expenses payable by the Owners to meet the financial needs of the Properties, and allocate and assess such Common Expenses to the Owners, and by a majority vote of the Board to adjust, decrease or increase the amount of the monthly assessments, and remit or return any excess of assessments over expenses, working capital, sinking funds, reserve for deferred maintenance and for replacement to the Owners at the end of each operating year. 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.

- *Has this been amended???? Can find nothing about limiting the increase*

f) **Enforcement of Assessment Lien Rights.** To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an Owner who may be in default as is provided for in the Declaration and these By-Laws. To enforce a per them late charge and to collect interest in connection with assessments remaining unpaid more than thirty (30) days from due date for payment thereof, together with all expenses, including attorney's fees incurred.

*Per vote in 2008, this provision has been amended as follows:*

- *The penalty for late payment of the annual dues shall be changed from a monthly percentage to the following:*

*All dues received after September 1 shall be assessed an initial late fee of \$50.00 plus \$10.00 per month thereafter starting October 1 until the annual dues of \$175.00 and any penalties are paid in full.*

g) **Protect and Defend.** To protect and defend the entire Properties from loss and damage by suit or otherwise.

h) **Borrow Funds.** To borrow funds in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the recorded Declaration and these By-Laws, and to execute all such instruments evidencing such indebtedness as the Board of Directors may deem necessary.

i) **Contract.** To enter into Contracts within the scope of their duties and powers. However, the Board can only make Contracts that total the amount of the annual dues paid by the Owners plus five thousand dollars (\$5,000.00). If the Board determines that a Contract in excess of the amount authorized herein is required, a simple majority vote of the Owners shall be obtained before proceeding with said

Contract. (Ch 5-98) No Board can enter into a contract - for any reason - for a period greater than twelve (12) months.

**At the September, 2007 annual meeting, the above provision was amended as follows:**

*To enter into Contracts within the scope of their duties and powers. However, the Board can only make Contracts that total the amount of the annual dues paid by the Owners plus five thousand dollars (\$5,000.00). If the Board determines that a Contract in excess of the amount authorized herein is required, a simple majority vote of the Owners shall be obtained before proceeding with said Contract. (Ch 5-98) No Board can enter into a contract - for any reason - for a period greater than twenty-four (24) months.*

j) **Bank Account.** To establish a bank account or accounts for the common treasury and for all separate funds which are required or may be deemed advisable by the Board of Directors. The Association shall establish a contingency fund, this fund shall be established and maintained as a separate account from the normal operating account. All interest earned from the contingency fund shall remain in the contingency fund account.

k) **Manage.** To make repairs, additions, alterations, and improvements to the Common Elements consistent with managing the project in a first class manner and consistent with the best interest of the Owners.

l) **Books and Records.** To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof by each of the Owners and each first mortgagee, and to cause a complete audit of the books and records by auditors once a year, if requested.

m) **Annual Statement.** To prepare and deliver annually to each Owner a statement showing income, expenses, and disbursements since the last such statement.

n) **Meetings.** To meet at least once each year, provided, that any Board of Directors meeting may be attended and conducted by telephone or other device which permits all of the Directors in attendance to participate in such meeting, provided further that any action required to be taken at any meeting of the Board of Directors, or any action which may be taken at such meeting, may be taken without a meeting if a consent in writing, setting forth the action so taken shall be signed by all of the members of the Board. All Board meetings shall be posted and open to the Association. At the end of the meeting, at least fifteen minutes (15), but not longer than thirty minutes (30) shall be provided for the Association Owner's to speak.

o) **Personnel.** To designate, employ and dismiss the personnel necessary for the maintenance and operation of the Common Elements or other administration of the project. All personnel shall obtain the necessary licenses and or permits which are

required by any Local, State, or Federal laws, rules or regulations necessary to perform the job or service. All personnel providing maintenance, services, and etc. on any Common Elements or Association property shall have the appropriate worker's compensation, general liability coverage, and any additional insurance coverage required by Local, State, or Federal laws, rules or regulations.

p) **Administration of Association.** In general, to carry on the administration of this Association and to do all of those things necessary and reasonable in order to carry out the governing and the operation of this project.

r) **Ownership of Lots.** To own, convey, encumber, lease or otherwise deal with Lots conveyed to it as the result of enforcement of the liens for common expenses or otherwise.

s) **All Things Necessary and Proper.** To do all things necessary and proper for the sound and efficient management of the Properties.

t) **Tax Exempt Status.** To determine each year the advisability of election of tax exempt status under Internal Revenue Code.

4. **No waiver of Rights.** The omission or failure of the Association or any Owner to enforce the covenants, conditions, restrictions, easements, use limitations, obligations or other provisions of the Declaration, the By-Laws or the regulations and house rules adopted pursuant thereto, shall not constitute or be deemed a waiver, modification or release thereof, and the Board of Directors or the Managing Agent shall have the right to enforce the same thereafter.

5. **Election and Term of Office.** The term of office of each respective Director, his successor shall be elected to serve a term of one (1) year. The Directors shall hold office until their successors have been elected and hold their first meeting, except as otherwise provided.

6. **Vacancies of Board.** Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by a vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

7. **Removal of Directors.** At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by two-thirds (2/3) of the Owners, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting. Should any Director miss three consecutive regular meetings of the Board of Directors, (and not properly excused) he shall automatically be removed from the Board and a successor selected and approved by the Board to fill his unexpired term.



8. **Directors' Organizational Meeting.** The first meeting of a newly elected Board of Directors following the annual meeting of the Owners shall be held within ten (10) days thereafter at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

9. **Directors' Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as determined from time to time by a majority of the Directors, but at least one (1) such meeting shall be held during each year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone, e-mail, or telegraph, at least five (5) days prior to the day named for such meeting. All Board meetings shall be posted and open to the Association. At the end of the meeting, at least fifteen minutes (15), but not longer than thirty minutes (30) shall be provided for the Association Owner's to speak.

10. **Directors' Special Meetings.** Special meetings of the Board of Directors may be called by the President on five (5) days notice to each Director, given personally, by mail, telephone, e-mail, or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary or Assistant Secretary of the Association in like manner and on like notice on the written request of one or more Directors. All Board meetings shall be posted and open to the Association. At the end of the meeting, at least fifteen minutes (15), but not longer than thirty minutes (30) shall be provided for the Association Owner's to speak.

11. **Waiver of Notice.** Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and the place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted without further notice.

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

13. **Fidelity Bonds.** The Board of Directors shall require that all officers of the Association handling or responsible for Association funds furnish adequate fidelity bonds. The premium on such bonds shall be a Common Expense.

14. **Compensation.** No member of the Board of Directors shall receive any compensation for acting as such. However, members of the Board of Directors or Association may be reimbursed for expenses incurred by them in the performance of Association business.

## **ARTICLE V**

### **FISCAL MANAGEMENT**

The provision for fiscal management of the Association as set forth in the Declaration shall be supplemented by the following provisions:

1. **Fiscal Year.** The fiscal year of the Association shall be fixed by resolution of the Board of Directors.

2. **Accounts.** The funds and expenditures of the Owners by and through the Association shall be credited and charged to accounts under the following classifications as snail be appropriate, all of which expenditures shall be Common Expenses:

a) Current expenses, which shall include funds and expenditures within the year for which the funds are budgeted, including working funds except expenditures chargeable to reserves and to additional improvements.

b) Reserves for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually.

c) Reserves for replacement of sinking funds, which shall include funds for repair or replacement required because of damage, wear or obsolescence.

d) Capital improvements, which shall include funds for construction of new improvements for which reserves for replacement have not been established. Capital improvement projects that exceed a total cost of twenty-five percent (25%) of the annual dues must be approved by a simple majority vote of the Association.

e) Contingency fund, which shall be used for emergency repair of any Association property. The contingency fund shall be established using ten percent (10%) of the annual dues until such time that the fund has a balance that totals thirty percent (30%) of the annual dues.

a. The contingency fund shall be maintained in a separate investment account from the normal operating account, all interest earned on this account shall remain in the contingency fund.

b. Any withdrawal of funds from the contingency fund shall require a simple majority vote of the Association.

3. **Execution of Funds.** Any check or non-electronic payment of Association funds shall require the signatures of the Treasurer and one of the following Officers: President or Vice-President.

4. **Audit.** Prior to the Annual Meeting, an internal neighborhood audit committee shall conduct an audit of the Association's financial records.

## **ARTICLE VI**

### **OFFICERS**

1. **Designation.** The officers of the Association shall be a President, Vice President, Secretary, Treasurer and Director, all of whom shall be elected by the Board of Directors, and such assistant officers as the Board shall, from time to time, elect. Such assistant officers need not be members of the Board of Directors, but each shall be an Owner of a Lot or the Declarant or its representative(s). (Ch. 5-98)

2. **Election of Officers.** The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office subject to the continuing approval of the Board.

3. **Removal of Officers.** Upon an affirmative vote of a majority of the members of the Board of Directors, an officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. Members of the Board may only be removed by vote of the Owners as provided elsewhere in these By-Laws.

4. **President.** The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and the Board of Directors unless he is absent. He shall have all of the general Powers and duties which are usually vested in the office of President of an 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 are appropriate to assist in the operation of the Association or as may be established by the Board or by the members of the Association at any regular or special meeting.

5. **Vice President.** The Vice President shall have all the powers and authority and perform all the functions of the President in the absence of the President, or in his inability for any reason to exercise such powers and functions or perform such duties, and also perform any duties he is directed to perform by the President.

6. **Secretary.**

a) The Secretary shall keep all the minutes of the meetings of the Board of Directors and the minutes of all the meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general,

perform all the duties incident to the office of Secretary and as is provided in the Declaration and the By-Laws.

b) The Secretary shall compile and keep up to date at the principal office of the Association a complete list of members and their last known addresses as shown on the records of the Association. Such list shall also show opposite each member's name the number or other appropriate designation of the Lot owned by such member. Such list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

7) **Treasurer.** The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, in such depositories as may from time to time be designated by the Board of Directors. In the event a Managing Agent has the responsibility of collecting and disbursing funds, the Treasurer shall review the accounts of the Managing Agent within fifteen (15) days after the first day of each month.

8. **Director.** The director shall have all of the powers and authority and perform of all the functions of Vice-President in the absence of the Vice President or in his/her inability for any reason to exercise such powers and functions or perform such duties, and also perform any duties he/she is directed to perform by the President. The Director shall also organize the neighborhood audit committee.

## ARTICLE VII

### INDEMNIFICATION OF OFFICERS, DIRECTORS AND MANAGING AGENT

1. **Indemnification.** The Association shall indemnify through insurance or other means every Director, Officer, Managing Agent, their respective successors, personal representatives and heirs, against all loss, cost and expenses, including counsel fees, reasonably incurred by them in connection with any action, suit or proceedings to which they may be made a part by reason of their being or having been a Director, Officer or Managing Agent of the Association, except as to matters as to which they shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Director, Officer, or Managing Agent may be entitled.

All liability, loss, damage, costs and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions be treated and handled by the Association as Common Expenses; provided, however, that nothing in this Article VII shall be deemed to obligate the Association to indemnify any member or Owner who is or has been a Director or Officer of the Association with respect to any duties or obligations assumed or liability incurred by him under and by virtue of the Declaration, other than stated herein.

2. **No Personal Liability.** Contracts or other commitments made by the Board of Directors, Officers or the Managing Agent shall be made as agent for the Owners, and they shall have no personal responsibility on any such contract or commitment (except as Owners).

## ARTICLE VIII

### AMENDMENTS TO BY-LAWS

1. **Amendments to By-Laws.** These By-Laws may be amended in writing by the Association at a duly constituted meeting called for such purpose or in any regular meeting so long as the notice of such meeting sets forth the complete text of the proposed amendment. No amendment shall be effective unless approved by a fifty one percent (51%) vote of the Owners.

*Per vote in 2005, this provision was amended as follows:*

- *At any regular or special meeting of the members of the association, for which notice is required by Article III Clause 5 has been served upon the members more than ten (10) business days in advance of such meeting, a quorum shall consist of 1/3 of the available votes held by the members of the association. At any regular or special meeting of the members of the association for which notice required by Article III Clause 5 is not given more than ten (10) business days in advance of such meeting, a quorum shall consist of fifty-one percent of the available votes held by members of the association.*

## ARTICLE IX

### EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING ADDRESS AND DESIGNATION OF VOTING REPRESENTATIVE

1. **Proof of Ownership.** Any person, on becoming an Owner of a Lot shall furnish to the Managing Agent or Board of Directors a true and correct copy of the original or a certified copy of the recorded instrument vesting that person with an interest or ownership in the Lot, which copy shall remain in the files of the Association. A member

shall not be deemed to be in good standing, nor shall he be entitled to vote at any annual or special meeting of members unless this requirement is first met.

2. **Registration of Mailing Address.** The Owner or several Owners of a Lot shall have one and the same registered mailing address to be used by the Association for mailing of statements, notices, demands and all other communications, and such persons, firm, corporation, partnership, association or other legal entity or any combination thereof to be used by the Association. A member shall not be deemed to be in good standing, nor shall he be entitled to vote at any annual or special meeting of members unless this requirement is first met.

3. **Designation of Voting Representative - Proxy.**

- a. If a Lot is owned by one person, his right to vote shall be established by the record title thereto. If title to a Lot is held by more than one person or by a firm, corporation, partnership, association, of other legal entity, of any combination thereof, such Owners shall execute a proxy appointing and authorizing one person or alternate persons to attend all annual and special meetings of members and, thereat, to cast whatever vote the Owner himself might cast if he were personally present. Such proxy shall be effective and remain in force unless voluntarily revoked, amended or sooner terminated by operation of law for a period of thirty (30) days; provided, however, that within thirty (30) days after such revocation, amendment or termination, the Owners shall reappoint and authorize one person or alternate persons to attend all annual and special meetings as provided by this Paragraph.
- b. The requirements herein contained in this Article shall be first met before an Owner shall be deemed in good standing and entitled to vote at an annual or special meeting of members.

## **ARTICLE X**

### **OBLIGATIONS OF THE OWNERS**

1. **Assessments.** All Owners shall be obligated to pay the annual assessments imposed by the Association to meet the Common Expenses. The assessments imposed hereunder shall be due and payable as the board determines, in advance. The amount of such assessments may be altered in accordance with the Declaration. A member shall be deemed to be in good standing and entitled to vote at any annual or special meeting of members within the meaning of these By-Laws if, and only if, he shall have fully paid all assessments made or levied against him and the Lot(s) owned by him, and is not in violation of any rule or regulation of the Association then in force.

2. **Lien.** The obligations of each Owner to pay assessments shall be secured by a lien on the Lot in favor of the Association and such obligation shall survive any sale thereof.

3. **Notice to Association of Lien or Suit.** An Owner shall give notice to the Association of every lien or encumbrance upon his Lot other than for taxes and special assessments, and notice of every suit or other proceeding which may affect the title to his Lot, and such notice shall be given within five (5) days after the Owner has knowledge thereof.

4. **Maintenance and Repair.**

a) Every Owner must perform promptly, at his own expense, all maintenance and repair work within and on his own Lot.

b) An Owner shall be obligated to reimburse the Association promptly upon receipt of its statement for any expenditure incurred by it in repairing or replacing any Common Element damaged by his negligence or by the negligence of his family members, tenants, agents or guests.

5. **Mechanic's Lien.** Each Owner agrees 'L-o indemnify and hold each of the other Owners harmless from any and all claims of mechanic's lien filed against other Lots and the Common Elements for labor, materials, services or other products incorporated in the Owner's Lot. In the event such a lien is filed and/or a suit for foreclosure of mechanic's lien is commenced, then within ten (10) days thereafter such Owner shall be required to discharge the same as provided by the laws of the State of Oklahoma and furnish evidence thereof to the Association in writing within ten (10) days after such discharge becomes final. Should such Owner fail so to do and the Association or its Officers be made parties to any such suit, or be required to defend the same, all such costs, including the Association's attorney fees, shall be after the final determination of the Association's expense.

6. **General.**

a) Each Owner shall comply strictly with the provisions of the recorded Declaration and these By-Laws and amendments thereto.

b) Each Owner shall always endeavor to observe and promote the cooperative purposes for the accomplishment of which these Properties were built.

7. **Use of Common Elements.** Each Owner may use the Common Elements, sidewalks, pathways, roads and Streets located within the entire project in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other Owners.

8. **Right of Entry.** An Owner shall and does grant the right of entry to the Managing Agent or to any other person authorized by the Association in case **of** an emergency originating in or threatening his Lot or improvements thereon, whether the Owner is present at the time or not.

- *Per a draft in 2001, this provision #8 was deleted??*

9. **Rules and Regulations.**

a) The initial rules and regulations, which shall be effective until amended or supplemented by the Association, have been prepared by Declarant.

b) The Board of Directors, pursuant to Article IV of these By-Laws, reserves the power to establish, make and enforce compliance with such additional rules as may be necessary for the operation, and occupancy of the Properties, with the right to amend same from time to time. Copies of such rules and regulations shall be furnished to each Owner prior to the date when the same shall become effective.

## **ARTICLE XI**

### **ABATEMENT AND ENJOINMENT OF VIOLATIONS BY OWNERS**

1. **Abatement and Enjoinment.** The violation of any rule or regulation accepted by the Board of Directors, or the breach of any By-Laws, or the breach of any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth therein, (i) to enjoin, abate, or remedy by appropriate legal proceedings, either in law or in equity, the continuance of any breach as spelled out in the By-Laws and Declaration.

2. **Denial of Use of Common Elements.** Should any Owner be in default in the payment of any dues, assessments, or other sums due under the terms of the Declaration or these By-Laws, or be in violation of any of the terms of the Declaration, these By-Laws, or any rule or regulation then in force, after due notice to correct such violation, then in any such events, such Owner may be denied the use of any of the Common Elements until such default or violation is appropriately cured.

## **ARTICLE XII COMMITTEE**

1. **Designation.** The Board of Directors may, but shall not be required to, appoint an executive committee, and it may designate and appoint members to standing committees or special ad hoc committees any useful or worthwhile purpose to function in an advisory capacity to the Board of Directors. The Board may establish rules for the conduct of these committees and may delegate responsibility to said committees.



2. **Executive Committee.** The executive committee shall consist of two (2) persons who shall be appointed by the Board of Directors from the members of the Board. One member shall be the President. The executive committee shall supervise the affairs of the Association and shall regulate its internal economy, approve expenditures and commitments, act and carry out the established policies of the Association and report to the Directors at each meeting of the Board. The executive committee may hold regular meetings monthly or as it may, in its discretion determine. Special meetings may be called at any time by the chairman of the committee or by any of its members, either personally or by mail, telephone or telegraph, e-mail and a special meeting may be held by telephone.

3. **Nominating Committee.** Before each annual meeting, the Board of Directors may appoint a committee of three members who shall nominate candidates for the Board. The names of the candidates shall be submitted on or before thirty (30) days before the election. Members may submit names of candidates other than those submitted by the nominating committee at least thirty (30) days prior to the election. Unless such names are submitted, either by the nominating committee or by the members, no person shall be elected whose name is not so submitted unless no nominations are made, in which event the names of candidates shall be submitted at the election by the members.

4. **Maintenance and Management Committee.** The Maintenance and Management Committee, consisting of at least two (2) persons, shall have the responsibility of planning programs that conserve, enhance and protect the Common Elements.

5. **Vacancies.** A vacancy in any committee shall be filled by the President until the next meeting of the Board of Directors.

## **ARTICLE XIII**

### **COMPENSATION**

This Association is not organized for profit. No member, member of the Board of Directors, Officer or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any member of the Board of Directors, Officer or member, provided, however, any member, Director or Officer may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration and affairs of the Association.

## **ARTICLE XIV**

### **EXECUTION OF DOCUMENTS**

The persons who shall be authorized to execute any and all contracts, documents, instruments or conveyances or encumbrances, including promissory notes, shall be the President or Vice President and the Secretary of the Association.

## **ARTICLE XV**

### **MISCELLANEOUS**

1. **Conflict in Documents.** In the event that any inconsistency or conflict exists between the items of the Declaration, these By-Laws, or any rule or regulation then in force, the inconsistency or conflict shall in every instance be controlled by the Declaration.

2. **Conflict Between Owners.** In the event that any dispute between Owners arises involving any of the Common Elements, amenities or any other matters concerning the project, it shall be resolved by the Board of Directors.

3. **Due Process.** In order to afford due process to each Owner before any punitive action may be finally imposed by the Board of Directors, each Owner shall have the right, after receiving notification of the Board's intended imposition of a fine or other punitive action, of not less than ten (10) days written notice served the Owner as provided by civil process in the State of Oklahoma, a hearing before the Board of Directors, en banc, shall then be available to any Owner to present evidence for the purpose of avoiding or mitigating any penalty or punitive action. at which hearing both the Association and the Owner may produce evidence and present witnesses. The Board of Directors shall promptly resolve the dispute and announce its decision, which in such instances shall be final as to all matters.

4. **Exculpation of Unavoidable Loss.** The Association shall not be liable for any loss to any Owner or inflicted upon any Lot or the property of the Owner situated thereon, brought about by flooding, water damage caused by busted pipes, acts of God or other force of nature. It is intended that for losses of these nature, each Owner will bear the same or effect his own insurance to cover the same. Each Owner may obtain additional insurance at his own expense for his own benefit. Insurance coverage on all furnishings and decorations and other items of personal property belonging to an Owner and casualty and public liability insurance coverage as to each Lot are specifically made the responsibility of the Owner thereof.

Executed this 30th<sup>th</sup> day of June, 1994 by the undersigned being all the Directors of the Summit Parke Home Owners Association.

James Case

Gayle Case

James Kelley

**At the September, 2005 annual meeting, the following Amendment was approved by the owners and made part of these By-Laws effective September 1, 2005:**

***Article II (3). Quorum.** At any regular or special meeting of the members of the association, for which notice is required by Article III Clause 5 has been served upon the members more than ten (10) business days in advance of such meeting, a quorum shall consist of 1/3 of the available votes held by the members of the association. At any regular or special meeting of the members of the association for which notice required by Article III Clause 5 is not given more than ten (10) business days in advance of such meeting, a quorum shall consist of fifty-one percent of the available votes held by members of the association.*

*Per the Board of Directors of 2005*

**At the September, 2007 annual meeting, the following Amendments were approved by the owners and made part of these By-Laws effective September 1, 2007:**

***Transfer Fee:** Upon purchase of a lot/home in Summit Parke, the home buyer(s) shall be subject to a "Transfer Fee" of \$50.00 to cover administrative costs. Such fees shall be subject to payment at the time of closing and shall be collected by the respective Title Company/Mortgage Company collecting revenues associated with the sale/purchase of such home; the Title Company/Mortgage Company shall remit said \$50.00 Transfer Fee to the Treasurer of SPOA within 10 days of closing. The SPOA Board Member designated as Treasurer will be responsible for notifying the Title/Mortgage Company of such fee when they request the homeowner demand and related information when the sale of a house is pending. If such fee is not collected at the time of closing and submitted to SPOA, the homeowner is required to submit such fee to the SPOA within 30 days of closing. Such fee will continue to be due and payable and subject to late fees and/or interest.*

***For Sale Signage:** Home For Sale signage shall be placed ONLY on the property of the homeowner and shall not be placed anywhere in the Common Areas of Summit Parke. Such signage shall NOT be placed in the central area of the Entrance to Summit Parke (the area dividing the entrance/exit to Summit Parke). It is the responsibility of the homeowner to communicate this to their realtor. If not removed, the signage is subject to immediate removal by any SPOA Board Member and will be returned to the prospective homeowner or realtor upon request (by email or phone call). Neighbors are encouraged*

*to contact a SPOA board member to report a violation.*

**Open House Signage:** *Open House signage shall only be allowed in the Common Areas on the actual day of said “open house”; such signage shall be placed no earlier than 7:00 am on the day of such open house and shall be removed prior to 8:00 pm on said day. If not removed, the signage is subject to immediate removal by any SPOA Board Member and will be returned to the prospective homeowner or realtor upon request (by email or phone call). Neighbors are encouraged to contact a SPOA board member to report a violation.*

**Garage Sale Signage:** *Garage Sale signage or other types of “sale” signage may be placed in the Common Areas on the actual day(s) of said sale; such signage may be placed no earlier than 7:00 am on the first day of said “garage sale” and shall be removed prior to 8:00 pm on the last day of said “garage sale”. Additionally, no other signage advertising the sale shall be allowed in the Summit Parke neighborhood (this includes Summit Parke “common” property, city easements, streets, on sign poles, etc.). Signage will be allowed on the homeowner’s property conducting the sale. Improperly placed signage shall be subject to immediate removal by any SPOA Board Member and will be returned to the owner of the signs upon request (by email or phone call). Neighbors are encouraged to contact a SPOA board member to report a violation.*

*Executed this 19<sup>th</sup> day of September, 2007 by the undersigned being all the directors of the Summit Parke Owner’s Association.*

*Michael Milligan*

*Randy Rush*

*Susan Dyer*

*Stan Reichert*

**At a special owner’s meeting called on July 19, 2008, the following Amendments were approved by the owners, to be effective September 1, 2008:**

**Annual Assessment:** *The Annual Assessment for homeowners shall be increased from the current \$145 per year to \$175 per year effective September 1, 2008.*

**Penalties:** *The penalty for non-payment of the Annual Assessment shall be assessed as follows:*

*\$50 late fee effective September 1 of each year and \$10 per month effective October 1 of each year and monthly thereafter until paid in full.*

**Online Voting/Quorum:** *Effective August 1, 2008, all homeowners shall have the option of voting “online” for all Annual meetings and any special meetings. The form of such*

*online voting shall be at the direction of the Board of Directors and shall be plainly explained prior to each election. In addition, all elections (Annual and special), shall be determined by a simple majority of those homeowners actually casting votes. The requirements as outlined in Article II (3) and Article III (4) of these By-Laws regarding a "quorum" are hereby rescinded and replaced by the above "simple majority" of those actually casting votes. All other existing rules and regulations contained herein regarding eligibility to vote shall remain in effect.*

***Annual Picnic:*** *The Board of Directors shall schedule an annual picnic of the homeowners. Such annual picnic shall be scheduled in July of each year as determined by the Board.*

*Executed this 19<sup>th</sup> day of September, 2007 by the undersigned being all the directors of the Summit Parke Owner's Association.*

*Susan Dyer  
Darcy Schlabach  
Lee Tyner  
Kris Allen  
Randy Rush*

*Article 4.7 of the Summit Parke Covenants:*

*Pursuant to the September, 2011 Annual Meeting, the SPHOA voted to Amend Article 4.7 to read as follows:*

**4.7 Vehicle Parking and Storage.** Except where adequate screening has been previously provided and an Owner has received prior written approval from the Board of Directors (hereafter defined), no campers, recreational vehicles, boats, motor homes, **trailers of any kind, storage facilities** or large commercial vehicles, nor any vehicle in the process of being repaired or otherwise presently inoperable, shall be stored or parked a) in front of the front building line **for more than 48 hours, (the exception being when a homeowner is in the process of moving or loading items for off-site storage,** b) **nor on Common Elements for any period of time** or c) on the publicly dedicated streets within the Real Estate Development; no vehicle shall park on publicly dedicated streets for more than 48 hours, and parking shall be allowed only in designated parking areas, the operation and parking of all vehicles on the Real Estate Development are subject to the by-laws, and the rules and regulations of the Association.