

**BYLAWS OF
NOTTINGHAM ESTATES ASSOCIATION
(An Oklahoma Not-for-Profit Corporation)
Approved 2008-11-06**

INTRODUCTION

The following are the Bylaws of the Nottingham Estates Association (“Association”), an Association of the owners of property in the Nottingham Estates Addition to the City of Owasso, Oklahoma. The Nottingham Estates Association is an Association created pursuant to the provisions of Title 60, Oklahoma Statutes, Section 851 et seq., and by the Deed of Dedication of Nottingham Estates. The administration of the property within Nottingham Estates shall, to the extent permitted by law and by the Deed of Dedication, be governed by these Bylaws. All present and future owners, mortgagees, lessees, invitees and occupants of property within Nottingham Estates, and their employees and any other persons who may use the property and facilities of the property are subject to these Bylaws and the covenants, restrictions and conditions contained in the Deed of Dedication of Nottingham Estates, and any rules, regulations or policies duly established by the Association.

***ARTICLE I
DEFINITIONS***

SECTION 1. WORDS AND PHRASES DEFINED

All the following words or phrases when used in these Bylaws or any amendment thereof (unless the context shall prohibit) shall have the following meanings:

- (a) **“Certificate of Incorporation”** shall mean and refer to the Certificate of Incorporation of Nottingham Estates Association, an Oklahoma not-for-profit corporation, filed in the office of the Secretary of State of the State of Oklahoma.
- (b) **“Association”** shall mean and refer to the Nottingham Estates Association and the Association provided for in the Deed of Dedication of Nottingham Estates.
- (c) **“Board”** shall mean and refer to the duly elected Board of Directors of the Nottingham Estates Association.
- (d) **“Bylaws”** shall mean and refer to the duly adopted Bylaws of the Association as may be amended from time to time.
- (e) **“Common Areas”** shall mean and refer to all property within Nottingham Estates designated for the mutual and common use and enjoyment of the owners in Nottingham Estates as set forth in the Deeds of Dedication and identified on the recorded plats of Nottingham Estates. This includes any facilities intended for mutual and common use and enjoyment, which are or may hereafter, be constructed upon, or located upon any part of the Common Areas.
- (f) **“Developer”** shall mean and refer to Tyann Development Company, Inc. or any other person or entity which acquires an ownership interest in and to one or more vacant lots, or any of the Common Areas and facilities from Tyann Development Company, Inc., or its successors or assigns, and such person or entity acquires or holds such interest primarily for resale, with or without the erection of a Residence thereon, in the ordinary course of its business.
- (g) **“Nottingham Estates”** shall mean and refer to the following additions to City of Owasso, Tulsa County, Oklahoma, according to the recorded plats thereof, to-wit: Nottingham Estates, Nottingham Estates II, Nottingham Estates III, Nottingham Estates IV, and Nottingham Estates V.
- (h) **“Dwelling Unit”** shall mean and refer to any plot of land as shown upon the recorded subdivision plats, replats, or supplemental plats of Nottingham Estates which is intended to be used for erection of a residence, which shall not include Common Areas, paved areas, park areas, ponds, water courses, mutual access easements, and related facilities. Dwelling Unit shall also mean and refer to the combined Lots wherein the

owner of two Lots having a common property line has combined said Lots by the legal process of recording an amendment and/or change to the recorded plat after first obtaining the approval of a majority of the owners of the Lots in the subdivision of Nottingham Estates in which the Lots reside.

- (i) **“Residence”** shall mean and refer to any building, structure or house situated upon any Lot or Dwelling Unit in Nottingham Estates which is primarily intended for use and occupancy as a dwelling or place of abode as a single family residence, and shall include all appurtenant structures and facilities thereto, which are not part of the Common Areas and Facilities of Nottingham Estates.
- (j) **"Lot"** shall mean and refer to any Lot depicted as such on any of the subdivision plats of Nottingham Estates additions filed in the records of the County Clerk of Tulsa County, Oklahoma.

ARTICLE II ***MEMBERS***

SECTION 1. MEMBERSHIP

Every person or entity who is a record owner of an interest in any Lot which is subject, by the terms of the Deeds of Dedication on any plat in Nottingham Estates, to assessment by the Association, and does not own such interest in the capacity of a Developer or residential builder, shall be a Member of the Association (“Member”), provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member. The rights of Membership, including the right to participate in Association affairs, the right to vote, and the right to use the mutual or Common Areas and facilities are subject to suspension by the Board of Directors, after reasonable attempts have been made to obtain compliance, for (1) failure or refusal to pay any assessment payable by the Member during the period that such assessment payable by the Member remains unpaid for more than 30 days from the due date; (2) an infraction of, default in, or breach of these Bylaws or the Deeds of Dedication of Nottingham Estates, as provided therein; or (3) any breach or non-compliance of any of the duly adopted rules and regulations.

Membership shall be appurtenant to and may not be separated from ownership of any Lot or Dwelling Unit which is subject to assessment by the Association, except as limited herein.

All persons, upon becoming Members of this Association, shall remain Members thereof for the period of their ownership of a Lot or Dwelling Unit in Nottingham Estates. 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 ownership of the Lot or Dwelling Unit in Nottingham Estates to which such Membership appertains.

Except as otherwise specified herein with regard to the right to vote at a meeting of the Association, Membership in this Association shall terminate without formal Association action whenever an owner ceases, for any reason, to own an interest of record in a Lot or Dwelling Unit in Nottingham Estates. However, such termination shall not relieve or release any such former owner from any liability or obligation incurred during his/her/its period of ownership, nor shall such termination impair any rights or remedies which the Board of Directors of the Association or other Members may have against such former owner arising out of or in any way connected with such ownership and the covenants and obligations incident thereto.

The Association shall issue no shares and have no capital stock, but the Board of Directors may, if it so elects, issue membership cards to each Member of the Association. Any membership card so issued shall be surrendered to the Secretary of the Association whenever such Member’s membership, as defined herein, shall terminate. There shall be no 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 the right to make assessments by the Association for common expenses and estimated common expenses as determined from time to time by the Board of Directors consistent with these Bylaws.

Membership in this Association may not be revoked, terminated, canceled, or suspended for any cause except as provided in the Deeds of Dedication or these Bylaws.

SECTION 2. VOTING RIGHTS

The Association shall have one class of voting Membership. The right to vote at a meeting of Members shall be limited to Members of the Association and as provided in the Deeds of Dedication and these Bylaws. Membership in the Nottingham Estates Association as defined herein, entitles said Member to one (1) vote per Lot or Dwelling Unit, provided that when more than one person or entity holds an interest in any single Lot or Dwelling Unit jointly or in common, all such persons or entities shall be Members and be entitled to personally cast the vote for such Lot or Dwelling Unit, however, the vote for such Lot or Dwelling Unit shall be exercised as they, among themselves, shall determine, but in no event shall more than one (1) vote be cast with respect to any such Lot or Dwelling Unit. Vote splitting will not be permitted. If two or more joint or common owners attend any meeting of the Association, the said joint or common owners are responsible for advising the Secretary of the Association, prior to the recording of any vote, which of the said joint or common owners will be exercising the vote for such Lot or Dwelling Unit. If the said joint or common owners fail to so advise the Secretary, the vote for such Lot or Dwelling Unit shall be suspended if more than one (1) person seeks or attempts to exercise it. The right to vote may be suspended without notice for any of the reasons set forth in these Bylaws.

Any person or entity which owns two or more Lots upon which no residence has been established shall be entitled to one (1) vote for each such Lot. In the event any two Lots which have any common property line shall have the same owner(s), and the said owner(s) has, elected to combine the two commonly owned Lots into a single Dwelling Unit for the purpose of assessments pursuant to Article VI, Section 1, the voting for the Lots shall be considered combined into one vote for purposes of voting rights, also, and, said owner shall thereafter be entitled to only one (1) vote for such combined Dwelling Unit.

ARTICLE III MEETINGS OF THE ASSOCIATION

SECTION 1. ANNUAL AND SEMI-ANNUAL MEETINGS

The regular annual meeting of the Association shall be held on the first Thursday in the month of November, in each year at the hour of 7:00 PM, for the purposes of electing Members for open seats in the Board of Directors and for the transaction of such other business as may come before the Association at 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 business day. If the election of a Board of Directors shall not be held on the day designated herein or at any annual meeting of the Membership or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Membership as soon thereafter as conveniently may be held. In addition to the Annual Meeting of the Association there shall also be a regular Semi-Annual meeting of the Association held on the first Thursday in the month of May, in each year, at the hour of 7:00 PM, for the transaction of such business as may come before the Association at the meeting. If the date fixed of the semi-annual meeting shall be a legal holiday in the State of Oklahoma, such meeting shall be held on the next business day.

SECTION 2. SPECIAL MEETINGS

Special meetings of the Membership for any purpose or purposes unless otherwise limited herein, may be called by the President of the Association or by majority vote of the Board of Directors, and may, also, be called by the President upon receipt of a petition for such special meeting signed by not less than 25% of all the Members who would be entitled to vote at said special meeting.

SECTION 3. PLACE OF MEETING

The Board of Directors may designate any place within the City of Owasso, Oklahoma, or Tulsa County, Oklahoma, as the place of meeting for any annual, semi-annual or special meeting of the Association.

SECTION 4. NOTICE OF MEETINGS

Written notice of each annual, semi-annual and special meeting of Members shall be given by, or at the direction of, the Secretary of the Association or any person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days but no more than thirty (30) days before such meeting, to each Member. Meeting notice may be given up to sixty (60) days prior to the meeting if the Board deems it appropriate to do so. The notice shall be mailed to the Member's last address appearing on the books of the Association, or any address supplied by such Member to the Association for the purpose of receiving notice. Such notice shall specify the place, date, and time of the meeting and in the event of a special meeting, the purpose of the special meeting. Provided, however, that such notice may be given by email if the Member has authorized the same in writing.

SECTION 5. CLOSING OF MEMBERSHIP/TRANSFER BOOK

For the purpose of determining Members entitled to notice of and to vote at any meeting of the 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 Membership transfer book shall be closed for a reasonable period, not to exceed thirty (30) days. The period will begin at 6:00 AM on the day the preparation of the meeting notices begins. 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 of the meeting unless the Board shall by resolution establish a different stated period.

SECTION 6. MEMBERSHIP LIST

The Association Board of Directors shall use due diligence in compiling and maintaining a current and accurate Member list. However, the Board Members shall not be liable and shall be held harmless for any errors or omissions made to the list in good faith. The Board of Directors shall compile and maintain a current and complete list of the owners of any interest in the Lots or Dwelling Units arranged in alphabetical order with the addresses of each interest owner. Such lists shall be kept on file with the Board of Directors of the Association and shall be subject to inspection by any Member who is in good standing at any reasonable time mutually agreeable by such Member and the Board of Directors. Such list shall also be produced and kept open at the time and place of any meeting, and shall be subject to inspection by any Member during the whole time of any such meeting. The original Membership transfer book shall be prima facie evidence as to who are Members of the Association entitled to examine such lists or Membership transfer book, or to vote at any meeting of the Membership.

No change in the ownership of any interest in any Lot or Dwelling Unit in Nottingham Estates shall be binding upon the Association until the Board of Directors of the Association has been furnished or has obtained reasonably satisfactory evidence of such change of ownership.

SECTION 7. QUORUM

Except as otherwise provided in these Bylaws or in the Certificate of Incorporation, the presence in person or by Member absentee vote, at any annual, semi-annual, or special meeting of Members constituting one-third (1/3) or greater of the total membership entitled to vote, or Member absentee votes, will constitute a quorum for any action of the Association. If such quorum should not be present or represented at the meeting, the President or Vice President of the Board of Directors shall have the power to adjourn the meeting and to reconvene at another date and time. The date and time shall be established by the President or Vice President no earlier than five (5) working days and not later than thirty (30) days hence. No further notice shall be required for an adjourned meeting if the date and time of the adjourned meeting is announced at the meeting at which the adjournment is taken. If a quorum has not been established at a second adjournment of the originally called meeting, noticed and reconvened as specified herein, then those Members present at such third meeting shall constitute a quorum for such actions as may have been taken at the first meeting duly called. (Intent: Announce date to reconvene twice, at second attempt those present are a quorum). Notwithstanding any of the above, no Member absentee votes shall be counted for purposes of determining the presence of a quorum for a vote on any matter except for those matters which are specifically identified and referred to in the Member absentee votes on file with the Board of Directors of the Association.

SECTION 8. ABSENTEE VOTES

Except as otherwise limited herein, any Member who would otherwise be entitled to cast a vote at a meeting of the Association may cast a vote on a matter without personally attending the meeting by filing with the Board of Directors of the Association prior to such meeting a Member absentee vote signed by such Member. A Member may file a Member absentee vote on the form provided with the meeting notice and indicate the desired vote on any matter or matters the exact nature of which have previously been identified in writing which are subsequently brought up for a vote at the meeting. The Member absentee vote must be filed with the Board of Directors prior to the meeting being called to order. Such Member absentee vote, once filed with the Board of Directors, shall constitute such Member's presence at such meeting, and any adjournments thereof, for the purpose of establishing a quorum.

Prior to recording any Member absentee vote on any matter brought up for vote, the Board of Directors of the Association shall examine the Member absentee vote to determine if the written statement of the matter to which it applies is not substantially identical to the matter being voted on, and if the Board of Directors determines it is not substantially identical, the Board of Directors shall record the Member absentee vote as an abstention, otherwise the Board of Directors shall record the vote as indicated by the Member.

SECTION 9. VOTING MAJORITY

Except as otherwise provided herein or in the Deeds of Dedication or the Certificate of Incorporation, the passage of any item properly brought up for vote at any annual, semi-annual or special meeting of the Association at which a quorum is established shall require an affirmative vote of a simple majority of the Members entitled to vote being present or having filed a Member absentee vote thereat as provided in these Bylaws.

SECTION 10. METHOD OF VOTING

Voting at any annual, semi-annual or special meeting shall be by show of hands, by roll call or by written ballot as the President of the Association may prescribe. Any Member may request that any particular matter be voted on by written ballot. If such request is made, the President shall prescribe the type of ballot to be used, whether it be a written ballot reflecting the signature of the Member casting the ballot. Ballots will be held confidential unless a formal written protest is filed with the Association, in which case a review committee will be established by the Board of Directors to examine the voting documents.

SECTION 11. VOTING BY CERTAIN MEMBERS

A Membership held in the name of a corporation may be voted by such officer, agent, or designee either in person, or by an appropriate Member absentee vote as the Bylaws prescribe.

Membership held by the administrator, executor, guardian, or conservator shall be voted by such administrator, executor, guardian, or conservator either in person, or by a Member absentee vote without a transfer of such Membership into his or her name.

Where Membership is held in the name of a trust or a trustee, the trustee shall be entitled to vote a Membership so held either in person, or by a Member absentee vote without a transfer of such Membership into his name.

A person claiming the right to vote under these paragraphs shall present the appropriate evidence of such right to vote to the President or Secretary of the Association prior to or at the time of any meeting.

SECTION 12. INFORMAL ACTION BY MEMBERS

Unless otherwise provided by law, any action required or permitted to be taken at a meeting of Members, may be taken without a meeting, if a consent in writing setting forth with specificity the action so taken shall be signed by at least a two-thirds (2/3) majority vote of the Members entitled to vote as provided in these Bylaws at a meeting with respect to the subject matter thereof.

SECTION 13. ORDER OF BUSINESS

The order of business at all meetings of the Association shall be as follows:

- (a) Presentment of Member absentee votes to Secretary, Call to Order and Roll call.
- (b) Determination of quorum and assertion of notice given.
- (c) Reading of and approval of the minutes from the preceding meeting.
- (d) Reports of Officers and/or Board of Directors.
- (e) Report of committees.
- (f) Election of Directors (if required).
- (g) Unfinished Business.
- (h) New business.
- (i) Adjournment.

Provided, however, notwithstanding the foregoing, the Board of Directors or President may vary the order of business of any meeting as it deems necessary and/or advisable.

ARTICLE IV
BOARD OF DIRECTORS

SECTION 1. NUMBER AND TENURE

The property and affairs of the Association shall be managed by the Board of Directors. The Board of Directors of the Association shall consist of five (5) individual directorships designated by the number one (1) through five (5).

A Member elected to initially fill directorships 1, 2 & 3 shall serve for terms of two (2) years.

A Member elected to initially fill directorships 4 & 5 shall serve for terms of one (1) year.

Upon completion of the initial term(s) as defined above for each directorship, subsequent terms for all directorships shall be two (2) years. The term shall end on the last day of December of each year.

The term for directors elected at the annual meeting shall begin on the first day of January. Each Director shall, unless they resign or are removed as herein provided, serve the entire term of the directorship to which the Member was elected, or until their successor is elected and qualified, whichever shall occur last.

SECTION 2. QUALIFICATIONS, REMOVAL, VACANCIES

Directors must be Members in good standing of the Association. A Director may be removed from the Board with or without reason by two-thirds (2/3) majority vote of the Members voting at any annual, semi-annual, or special meeting of the Members. The Board of Directors may remove from office any Director who fails to attend three (3) successive regular meetings of the Board. A Director may resign from the Board by written notice and the resignation will be effective on the date the resignation is received by the Board or on a later date as specified by the resigning Director. The death of a Board Member shall immediately cause the position to be vacant. Vacant positions on the Board of Directors will be filled by appointment by the remaining Members of the Board and the newly-appointed Director will serve the unexpired term of his or predecessor, subject to the approval of the Membership at the next annual, semi-annual or special meeting of the Membership. If a vacancy exists, the Board shall make every effort to fill it. If any vacancy exists for more than three (3) months, the Board shall appoint a committee to find a suitable candidate for the vacant position.

SECTION 3. COMPENSATION

No Director shall receive compensation for any services he or she may render to the Association except for the Treasurer as hereinafter provided. However, any Director may be reimbursed for actual expenses reasonably incurred in the performance of official duties.

SECTION 4. MEETINGS OF THE BOARD

Regular monthly meetings of the Board of Directors shall be held without notice, at such time and places as may be fixed by resolution. Special meetings of the Board shall be held at such time and place fixed by the President or by a majority of the Directors on notice given to each Director at least five (5) days before the meeting.

SECTION 5. PRESENCE IN PERSON

At any meeting of the Board, except as otherwise provided herein, the presence in person or by telephone of a majority of the Directors then in office will constitute a quorum, which, once attained, continues until adjournment of that meeting, despite withdrawal of enough Directors to otherwise leave less than a quorum.

SECTION 6. ACTION OF THE BOARD

The Board of Directors may act only as a Board with each Director having one (1) vote. The Board may act so long as there are at least three (3) Board Members voting. The action of a majority of Directors present at a meeting at which a quorum is present will be the action of the Board. The Board shall have the right to take action without a meeting by obtaining the approval of a majority of the Directors. Any action so approved shall have the same effect as if taken at a meeting of the Directors. All actions taken by the Board shall be recorded in the minutes of the meeting.

SECTION 7. NOMINATIONS AND ELECTION OF DIRECTORS

Nominations for election to the Board of Directors shall be made by an ad hoc Nominating Committee appointed by the President at least thirty (30) days before each annual meeting of the Members. The Nominating Committee shall make as many nominations for election to the Board as it wishes, but not less than the number of directorships to be filled at the next annual meeting of Members. A list of the committee's nominations shall be mailed to each Member with the notice for the annual meeting of Members. In addition to the committee's nominations, any Member in good standing of the Association

may be nominated for election as a director by any Member in good standing of the Association at the annual meeting, provided, any such nomination is made prior to the commencement of any voting for the election of any director provided that notice may be given by email if authorized in writing by the Member.

Voting by Members for election to the Board of Directors shall be by written ballot during the annual meeting of the Association. Each Member entitled to vote at such meeting shall be entitled to cast a number of votes equal to the number of positions to be filled on the Board, but may not cast more than one vote for each individual Board candidate. The candidate receiving the most votes shall be elected to the first available Board position with subsequent positions, if any, to be filled in rank order according to the number of votes received. In order to avoid duplicate voting, the name and address of the Member shall appear on all ballots of such Member.

SECTION 8. POWER, AUTHORITY AND DUTIES OF THE BOARD

The Board of Directors shall have the power, authority and responsibility to:

- (a) Exercise, for the Association, all powers, duties and authority vested in or delegated to the Board of Directors of the Association, in these Bylaws, the Deeds of Dedication or by state law.
- (b) To uphold and enforce the provisions of the Deeds of Dedication.
- (c) To appoint and remove at its discretion all officers, agents and employees of the Association; prescribe their duties and fix their compensation; require of them such security or fidelity bond, if any, as may be expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member of the Association in any capacity thereof.
- (d) To call special meetings of the Members whenever it deems necessary.
- (e) Suspend the rights of Membership of any Members, who, after being given reasonable opportunities to comply, nevertheless, fails, or refuses to pay any assessment for more than thirty (30) days or fails or refuses to comply with the Bylaws of the Association, the Deeds of Dedication, or any other duly imposed rules of the Association or fails or refuses to remedy any other breach or noncompliance when requested to do so by the Board of Directors.
- (f) The Board of Directors shall further have the duty to:
 - (I) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members, at their request, at meetings of the Members and forward all Association records to other Board Members upon leaving the Board.
 - (II) Set the date, time, place, and agenda for the annual meeting of Members as provided in Article III.
 - (III) Call a special meeting of Members within thirty (30) days after receiving a written request for such meeting as provided in Article III.
 - (IV) Supervise all officers, agents and employees of the Association and to see that their duties are properly performed.
 - (V) Cause to be maintained, repaired, rebuilt and kept in good condition, all of the Common Areas and facilities.
 - (VI) Cause to be sent to Members, when deemed necessary, written notice of dues and assessments, and to collect such dues and assessments and to file notices and liens against Members when assessments are not paid, and to bring an action at law against the owner or owners personally obligated to pay the same.
 - (VII) Issue or cause to be issued, a letter setting forth whether or not any past due assessments remain currently unpaid by a Member on request. A reasonable amount, to be established by the Board from time to time, may be charged for this service.

- (VIII) Estimate and prepare a projected budget for the next fiscal year for presentation to the Members at each annual meeting of Members.
- (IX) Make recommendations regarding the amount of regular annual dues and assessments to the Members at each annual meeting of Members.
- (X) Designate and supervise committees and to appoint such Members thereto as the Board deems advisable.
- (XI) Enforce, at their discretion, the covenants and restrictions of Nottingham Estates or any duly adopted rule or regulation of the Association against any property owner who fails or refuses to remedy any breach or noncompliance when requested to do so by the Board of Directors. Enforcement may include, but is not limited to, imposition of penalties.

Before the Board may invoke the remedies of (a) imposition of a special charge or (b) suspension of the Lot owner's rights to use Association property, as granted in the Deeds of Dedication of Nottingham Estates, the property owner must be given no less than fifteen (15) days' written notice by the Board of any violation occurring and the special charge to be assessed or the suspension or rights to be imposed. The Lot owner shall be given a reasonable opportunity, under the circumstances, to correct the violation or, if a first-time and unintentional violation occurs, an opportunity to assure the Board to the latter's satisfaction that the violation will not be repeated. The Lot owner must request a hearing within ten (10) days of receiving said notice, to be held by the Board regarding the special charge assessed or suspension of rights imposed. If a hearing is requested, an opportunity must be given to the Lot owner to appear at said hearing, to be represented by legal counsel (if the Lot owner chooses to retain private counsel), and to have a reasonable amount of time to present such evidence as such Lot owner desires to the Board in support of the assertion that: (i) no violation occurred and/or (ii) the special charge or suspension of rights is not warranted. The decision of the Board after hearing, as to the assessment of a special charge or the imposition of a suspension of rights against the Lot owner shall be conclusive. Nottingham Estates Association is not required to provide such notice and opportunity to be heard for recurring or continuing violations unless no fewer than three (3) months have passed from the time of the previous violation. In the case of a continuing or persistent violation, the month the violation continues after written notice thereof shall be deemed a separate and distinct violation and, hence, subject to a separate special charge per violation.

- (XII) Enter into contracts within the scope of the powers and duties of the Board as set forth in these Bylaws or as implied by law.
- (XIII) Obtain or procure such property and/or casualty insurance or such other perils or liability coverage on behalf of the Association, its Members, directors, officers, agents, employees or servants as may appear reasonably necessary.

ARTICLE V ***OFFICERS***

SECTION 1. NUMBER AND TENURE

The officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer and such other officers as the Board of Directors may designate. Each Officer will be elected annually by the Board of Directors at its first meeting following the annual meeting of the Association and shall thereafter hold office for one (1) year or until such officer's successor shall be elected and qualified unless such officer shall sooner resign or shall sooner be removed from office as herein provided.

SECTION 2. QUALIFICATIONS, REMOVAL AND VACANCIES

The President, Vice President and Secretary must be elected Directors of the Association. The Treasurer may be any person or entity determined by the Board of Directors to be qualified to perform the duties of the office. The Treasurer may be

a Member of the Association, but Membership is not a necessary qualification for the position. The Board may remove any Officer from office at any time with or without cause, but removal from the Board can be done only by a vote of the Association's Members (see Article IV). The Board may fill vacancies and newly created offices at any meeting of the Board at which a quorum is present.

SECTION 3. COMPENSATION

The President, Vice President and Secretary will serve without compensation; however, any Officer may be reimbursed for actual expenses, reasonably incurred in the performance of his official duties. The Treasurer may be paid such compensation as the Board shall determine to be reasonable. The Board may require that any person or entity elected to the office of Treasurer obtain a satisfactory surety bond. Should the Board require any duly elected Treasurer to obtain a surety bond, the Board shall determine and advise the Treasurer at that time whether the premium for such bond shall be a reimbursable expense of the officer.

SECTION 4. DUTIES

The duties of the officers shall be as hereinafter outlined plus such additional duties as may be assigned by the Board of Directors from time to time.

- (a) **PRESIDENT** – The President will be the chief executive Officer of the Association and will preside at all meetings of the Members and of the Board. He or she, when authorized, will execute and deliver documents in the name and on behalf of the Association. The President shall be subject to the control and direction of the Board of Directors and shall supervise and control all of the properties and affairs of the Association. He or she shall in general perform all the duties incident to the President and such other duties as may be assigned by the Board of Directors.
- (b) **VICE PRESIDENT** – The Vice President shall perform the duties of the President during the absence, disability, inability or refusal to act or in the event of the death of the President. He or she shall have all the powers and be subject to all the restrictions upon the President.
- (c) **SECRETARY** – The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the meetings of Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses and perform such other duties as required by the Board.
- (d) **TREASURER** – The Treasurer will have custody of the funds, property and books of the accounts of the Association. He or she will keep strict account of all funds and property received, owned and disbursed by the Association; receive and give receipts for monies due and payable to the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, or other depositories as shall be selected by the Board of Directors. The Treasurer will perform such other duties as from time to time may be assigned by the President or by the Board. He or she shall prepare a fiscal year balance sheet and operating statement to be presented to the Members at the annual meeting of Members. He or she shall also prepare an interim balance sheet to be presented to the Members at any special meeting of Members. The Board of Directors shall approve disbursements of funds. Check signature authorization will be approved by the Board of Directors.

Any or all of these duties may be delegated to a third person management company.

ARTICLE VI FUNDS AND ASSESSMENTS

SECTION 1. ASSESSMENTS

All Members of Nottingham Estates Association, as specified in Deeds of Dedication and these Bylaws, shall be subject to dues and assessments for the cost of maintenance, repairs, and upkeep of the Common Areas and Facilities that are mutual to all property owners. Assessments shall be made on a per "Dwelling Unit" basis. Since all Lots in Nottingham Estates are restricted to residential single-family dwellings and may not be subdivided to

accommodate two or more separate owners and/or dwellings, each separate “Lot” designated on the recorded plats of Nottingham Estates shall, except as hereinafter provided, be considered a “Dwelling Unit” for purposes of assessment.

There shall be two (2) types of assessments: (a) Residence Assessments and (b) Special Assessments. The amount of the Residence Assessments and any Special Assessments shall be such amounts as are determined from time to time by the Members of the Association. Unless otherwise determined with regard to a Special Assessment, all assessments will be payable on an annual basis and due on January 31 of each year.

(a) Residence Assessment

The Residence Assessment is the assessment which is payable by the owner or owners of any Lot or Dwelling Unit. The Residence Assessment is due and payable by the owner or owners of any Lot or Dwelling Unit from the date the instrument creating the owner or owner’s interest in such Lot or Dwelling Unit is or could have been filed of record in the Office of the County Clerk of Tulsa County, State of Oklahoma.

In the event any two Lots which have any common property line shall have the same owner(s), the said owner(s) may, after the first residence is established on any part thereof, elect to combine the two commonly owned Lots into a single Dwelling Unit for purposes of the Residence Assessment by written notice to the Association if and only if the Dwelling Unit is established according to the definition in these Bylaws. In no event shall any more than two such Lots be combined to form any single Dwelling Unit and in no event may more than one residence be established on any single Lot or Dwelling Unit. In the event any Lot or Lots which had previously been combined to form a single Dwelling Unit shall at any time cease to be commonly owned, the said Lots shall each thereafter be considered a separate Dwelling Unit and owner(s) shall be subject to assessment accordingly.

(b) Special Assessments

The Special Assessment is any assessment approved by the Membership not routinely or regularly payable by the Members. A Special Assessment may be approved by the Membership for any lawful purpose that is consistent with the Deeds of Dedication, the Certificate of Incorporation, and these Bylaws. Although Special Assessments are not intended to be routinely or regularly payable by the Members, nothing herein contained shall prevent the membership from approving a special assessment and providing for periodic payment thereof.

SECTION 2. CHANGES TO ASSESSMENTS AND SPECIAL ASSESSMENTS

Changes in the amount of the annual residence assessments greater than five (5) percent and the issuance of any special assessments shall be authorized only upon approval by a majority vote of the Members of the Association being present or represented at an annual, semi-annual or special meeting of the Members.

SECTION 3. PENALTIES AND LIENS

Any Member who fails to pay any assessments when the same is due and payable shall incur a penalty in such amount as may be determined from time to time by the Board of Directors. The Board of Directors shall have the authority, at its discretion, to file liens or notices for unpaid assessments, and interest thereon until paid, and any reasonable cost incurred in their collection, including filing fees, bank fees, court costs, attorney fees and other collection costs. The Board has the authority to file a lien against any Member who is thirty (30) days in arrears on any annual or special assessment. Nothing herein contained shall prevent the Association from instituting any appropriate legal proceedings for the collection of unpaid assessments.

SECTION 4. MEMBERS IN GOOD STANDING

Any Member with unpaid assessments or uncorrected violations of the Deeds of Dedication, Bylaws or duly adopted rules and regulations shall be considered a Member not in good standing. Any Member who is not in good standing shall not be entitled to vote at any meeting until such time as they become a Member in good standing as provided in these Bylaws. Additionally, any such Member not in good standing may have other rights suspended during such periods where they are not in good standing as provided for in these Bylaws.

***ARTICLE VII
ARCHITECTURAL CONTROL COMMITTEE***

SECTION 1. MEMBERS

The Board of Directors shall appoint an architectural control committee consisting of three (3) Members. The Board shall provide guidelines and directions in the form of a job description for the operation of the committee. The committee members shall serve two (2) year terms. As established by the Board, the committee membership terms shall be staggered. The committee shall serve at the discretion of the Board of Directors. Upon receipt of applications from builders or Members of the Association, the committee members shall immediately provide each of the Directors with copies for their review and input back to the committee.

***ARTICLE VIII
BOOKS AND RECORDS***

SECTION 1. INSPECTION AND RECORDS

The books, records, and papers of the Association not otherwise delineated as confidential by the Board of Directors shall be available for inspection and copying (at such Member's expense) by any Member in good standing of the Association by written request at any reasonable time mutually agreeable to such Member and the Board of Directors.

***ARTICLE IX
AMENDMENTS***

SECTION 1. AMENDMENT OF BYLAWS

Amendments to these Bylaws shall be authorized only upon a vote of the Members of the Association at an annual, semi-annual or special meeting of Members. Any amendments to these Bylaws must be approved by at least a two-thirds (2/3) vote of the Members in good standing present or represented at the meeting.

***ARTICLE X
INDEMNITY***

SECTION 1. INDEMNIFICATION BY ASSOCIATION

Except as otherwise provided by law, the Association, and not the Members individually will defend, indemnify and save harmless each Member, Director, Officer and Committee Member of the Association, and their heirs, legal representatives, and assigns against expenses and liabilities reasonably incurred in connection with any claims, actions, suits, or proceedings involving official business and/ or delegated duties of the Association in which the Member, Director, Officer, or Committee Member is involved or made a party to by reason of being or having been such, except in relation to matters as to which the indemnitee shall be adjudged to have breached a duty of loyalty to the Association, or is adjudged liable of gross negligence or willful misconduct in the performance of their duty to the Association.

***ARTICLE XI
GENERAL PROVISIONS***

SECTION 1. FISCAL YEAR

The fiscal year shall begin on the first day of January and end on the last day of December of each year.

SECTION 2. EXEMPT ACTIVITIES AND PROHIBITED TRANSACTIONS

No Member, Director, Officer or Committee Member of the Association shall take any action or carry on any activity, or exercise any corporate power, by or on behalf of the Association, which is not in furtherance of (a) its not-for-profit status under the laws of the State of Oklahoma or (b) its tax exempt status under applicable provisions of the U.S. Internal Revenue Code, and its regulations as such laws, provisions and regulations may now or hereinafter exist.

SECTION 3. INTERESTED PARTIES

No transaction of the Association will be affected because a Member, Director, Officer, or Committee Member of the Association is interested in the transaction as long as such transactions are conducted at arms length and in good faith, and are

not in violation of the Deeds of Dedication, the Certificate of Incorporation or these Bylaws. Such interested parties will be counted for quorum purposes and may vote when the Association considers the transaction.

SECTION 4. IN CASE OF CONFLICT

In the case of any actual conflict between the provisions of the Certificate of Incorporation and these Bylaws, the Certificate of Incorporation shall control, and in the case of any actual conflict between the provisions of the Deeds of Dedication applicable to Nottingham Estates and these Bylaws, the Deeds of Dedication shall control.

SECTION 5. SAVING CLAUSE

The invalidity of any one or more of the phrases, clauses, sentences, paragraphs, sections or amendments hereof shall not affect validity of any of the remaining portions of the Bylaws.

SECTION 6. GENDER

Whenever used herein, the singular shall be construed to mean the plural, when applicable and the necessary grammatical changes required herein to make provisions hereof apply either to corporations or individuals, men or women, shall in all instances be assumed as though fully expressed on each instance.

SECTION 7. GOOD FAITH COMPLIANCE

These Bylaws have been prepared, are hereby adopted, in good faith, intending to comply with all applicable laws and regulations of the United States and State of Oklahoma, including, without limitation and only by way of illustration, the Oklahoma laws applicable to not-for-profit corporations and the U.S. Internal Revenue Code, as well as the regulations of various Federal agencies.

SECTION 8. HOLDER OF MORTGAGE ENTITLED TO WRITTEN NOTIFICATION FROM ASSOCIATION OF DEFAULT BY MORTGAGOR

The holder of any recorded first mortgage on any Lot or Dwelling Unit or residence in Nottingham Estates is entitled to written notification from the Association of any default by the mortgagor in the performance of such mortgagor's obligation to the Association which obligations have not been cured within thirty (30) days, provided that the holder of such recorded first mortgage shall previously have:

- (a) Annually during the month of January requested in writing that the Association furnish such mortgage holder with written notification of any default by the named mortgagor in the performance of such mortgagor's obligation to the Association which is not cured with thirty (30) days, and;
- (b) Furnished to the Association a copy with the recorded first mortgage, the name and permanent address of such mortgage holder, and any other information or documents reasonably requested by the Secretary of the Association, and;
- (c) Notified the Association in writing of:
 - 1) The fact that he is the holder of such recorded first mortgage against the Lot or Dwelling Unit or residence;
 - 2) The identity or description of such Lot or Dwelling Unit;
 - 3) The name(s) of the mortgagor(s), as well as the name(s) of the owner(s) of the Lot or Dwelling Unit or residence, if not the same as the mortgagor(s).

IN WITNESS WHEREOF, these amended Bylaws were approved by the Membership of Nottingham Estates Association and adopted by the Board of Directors on this _____ day of _____, 2007.

Secretary

President