

New April 2018

Park View Garden Homes
Home Owner's Association
Dues Information

Dues Drop Box Located next to:

4603 Evergreen

Mailing Address:

PVGHHA
P.O. Box 1841
Stillwater, OK 74076-1841

Email Address:

parkviewgardenhome@gmail.com

AMENDED AND RESTATED BYLAWS
PARK VIEW GARDEN HOMES HOMEOWNER'S ASSOCIATION, INC.
An Oklahoma corporation not-for-profit

1. **IDENTITY.**

1.1 **Corporate Documents.** These are the Bylaws of **PARK VIEW GARDEN HOMES HOMEOWNER'S ASSOCIATION, INC.** (herein, the "Association"), a corporation not for profit under the laws of the State of Oklahoma. The Articles of Incorporation of the Association were originally adopted November 30, 1989 and were filed in the office of the Secretary of State. The Declaration of Covenants, Conditions and Restrictions for the **PARK VIEW GARDEN HOMES** Subdivision are originally recorded at Official Records Book 605, Pages 260 through 265, on December 15, 1982, and rerecorded at Official Records Book 638, Pages 122 through 128, on December 15, 1982, all of the Public Records of Payne County, Oklahoma.

1.2 **Purpose.** The Association has been organized pursuant to Title 60 Okla. Stat. Ann. Sec. 851-856 (herein, the "Homeowners Association Act"), for the purpose of administering and operating all of the Park View Garden Homes Subdivision Units (herein, the "Subdivision"), located in Payne County, Oklahoma.

1.3 **Fiscal Year.** The fiscal year of the Association is the calendar year, January 1 through December 31.

1.4 **Seal.** The Seal of the Association shall bear the name of the corporation, the word "Oklahoma", the word "Corporation" and the year of incorporation.

2. **MEMBERS' MEETINGS.**

2.1 **Annual Meeting.** The Association shall hold its annual members' meeting during the month of May of each year at a date, time and place to be determined by the Board. The purposes of the annual membership meeting shall be to elect directors and transact any other business authorized to be transacted by the members.

2.2 **Special Meetings.** The President, Vice-President or a majority of the Board may call a special membership meeting. A special membership meeting must be called by the President or Vice President upon receipt of a written request from more than fifty percent (50%) of the Association's voting interests, which request shall state a valid purpose for the special meeting. The notice of a special meeting shall specifically state the purpose(s) of the meeting.

2.3 **Notice of Meeting.** The President, Vice-President, Secretary or Manager shall provide notice of all members' meetings. The notice shall state the date, time and place for which the meeting is called. The notice shall be mailed, emailed or hand-delivered to each member at the member's address as it last appears on the books of the Association. The Association shall also provide notice of the meeting to all members not less than fourteen (14) days or more than sixty (60) days prior to the date of the membership meeting. The person providing the notice of the

membership meeting shall provide proof of such mailing and delivery and posting by affidavit.

2.4 Quorum and Voting. A quorum at members' meetings shall consist of persons entitled to cast at least sixty percent (60%) of the Association's total voting interests. Members may attend the membership meeting in person or by proxy. If a quorum is not obtained at a membership meeting, the members who are present, in person and by proxy, may adjourn the meeting from time to time until a quorum is otherwise present. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation, these Bylaws or the Homeowners Association Act.

2.5 Voting Rights. The members of the Association shall consist of all of the record owners of lots in the Subdivision and in any meeting of members, the owners of lots shall be entitled to cast one vote for each lot owned.

2.6 Voting for Lots Jointly Owned. In the event a lot is owned by a husband and wife, that lot's vote may be cast by person or by proxy by either, provided that there shall be only one vote per lot. If the spouses do not agree on how that vote shall be cast, the vote shall not be counted as to the matter under consideration in which the conflict arose, whether the conflict appears by vote in person or by proxy. Alternatively, the person entitled to cast the vote conferred by the lot ownership shall be designated by a certificate signed by both spouses and filed with the Association Secretary. The certificate remains valid until revoked or superseded by a subsequent certificate or until a change in the ownership of the lot concerned. A certificate designating the person entitled to cast the vote conferred by lot ownership may be revoked by any lot owner.

2.7 Voting for Lots Held by a Limited Liability Company, Corporation, Trust or Partnership. If a lot is owned by a corporation, the person entitled to cast the vote for the lot shall be designated by a voting certificate signed by the president or vice president of the corporation and attested by the secretary or assistant secretary of the corporation. If the lot is owned by a limited liability company or partnership, the person entitled to cast the vote for the lot shall be designated by a voting certificate signed by a manager or general partner. If the lot is owned by a trust, the person entitled to cast the vote for the lot shall be designated by a voting certificate signed by the trustee of the trust. All such voting certificates must be filed with the Secretary of the Association. Such certificate shall be valid until revoked, until superseded by a subsequent certificate or until a change in the ownership of the lot concerned. A certificate designating the person entitled to cast the vote conferred by lot ownership may be revoked by any owner of such lot. If a voting certificate is not on file for a lot owned by a corporation, partnership or trust, then the vote conferred by lot ownership shall not be considered in determining a quorum or for any other matter.

2.8 Proxies. Votes may be cast in person or by proxy substantially meeting the requirements of the Homeowners Association Act. A proxy must be filed in writing and signed by the person or persons authorized to cast the vote for the lot. A proxy may be made by any person entitled to vote, and must be filed with the Secretary of the Association before the appointed time of the meeting, or prior to the reconvening of an adjourned meeting. Any proxy given shall

be effective only for the specific meeting for which originally given and any lawfully adjournment thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the owner executing it.

2.9 Presiding Officer. The chairperson at all membership meetings shall be the President or in his absence the Vice President. The President may, however, designate any other person to preside. In the absence of the President and the Vice President, any director present may preside as chairperson of the meeting.

2.10 Minutes of Meetings. The minutes of the membership meetings shall be kept in a business-like manner and shall be made available for inspection by the members or their authorized representatives at any reasonable time. The Association shall maintain these minutes for a period of not less than seven (7) years or as required by the Homeowners Association Act.

3. DIRECTORS.

3.1 Number and Term of Office. The affairs of the Association shall be managed by a Board of five (5) directors who need not be Members of the Association. The Board of Directors may change the number of directors to be elected at the next annual membership meeting; however, such change must be made at least ninety (90) days prior to the date of the annual membership meeting. At the next annual election of directors, the five (5) director candidates receiving the highest number of votes shall be elected to serve a two year term of office. Any director whose term is expiring may stand for re-election. All directors shall serve until their respective successors shall have been duly elected and qualified, or until their earlier resignation or removal.

3.2 Director Qualifications. A director must be a natural person who is at least eighteen (18) years of age or older. A director may be a lot owner, a spouse of a lot owner or the designated voter of a lot owner that is not a natural person (i.e., a corporation, LLC or partnership, etc.). If a trust owns a lot, a director may also be trust grantor or a trust beneficiary. If a corporation, LLC or partnership, etc., owns multiple lots, said entity may have multiple designated voters who may each serve as a director.

3.3 Election of Directors. The election of directors shall take place concurrent with the annual membership meeting, in the manner provided in the Homeowners Association Act. Directors shall be elected by written ballot. Director candidates may be nominated from the floor of the membership meeting. As more fully provided in Article 5.6 of the Bylaws, written director election ballots will be available for use by those owners attending the meeting in person. Ballots must be signed by the lot owner(s) of record or the designated voter and state the lot number. Each person voting is entitled to cast his or her vote for as many director nominees as there are vacancies to be filled. The director nominees receiving the greatest number of votes properly cast shall be elected. Elections shall be decided by a plurality of the votes cast. Tie votes shall be broken by agreement among the director candidates who are tied, or absent such an agreement, by chance, such as the flipping of a coin by a neutral third party or the drawing of straws. Any election dispute between an owner and the Association shall be submitted to mandatory binding arbitration with Oklahoma Mediation and Arbitration Services or a single arbitrator selected by the Chief Judge of

the Tulsa County District Court in the manner provided by law.

3.4 Organization Meeting. The organization meeting of a newly-elected Board of Directors for the purpose of electing officers shall be held immediately following the annual membership meeting. No further notice of the Board's organization meeting shall be necessary unless business in addition to the election of officers is to be considered at that meeting.

3.5 Meetings and Notice. Meetings of the Board of Directors shall be open to all members and may be held at such date, time and place as shall be determined from time to time, by a majority of the directors. Notice of meetings shall be given to each director personally or by mail, email, telephone, facsimile transmission or telegraph, and posted conspicuously on the Subdivision property forty-eight (48) hours in advance for the attention of the lot owners, prior to the day named for such meetings, except as in the case of an emergency. Any director may waive notice to that director of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice. A director may attend a Board meeting via telephone conference call if a telephone speaker is used so that the conversation of directors attending by telephone may be heard by all persons attending the meeting in person. Any director so attending a Board meeting may be counted toward obtaining a quorum and may vote by telephone. If twenty percent (20%) of the voting interests deliver a written request to the Board to address an item of business, the Board shall at its next regular meeting, or at a special meeting of the Board, but not later than sixty (60) days after the receipt of the request, place the item on the Board's meeting agenda.

3.6 Notice of Certain Board Meetings. In addition to the notice required by Article 3.5, not less than fourteen (14) days' notice shall be posted conspicuously on the Subdivision property of any Board meeting to consider the levy of a special assessment or a proposed rule regarding lot use. Notice of any meeting in which assessments against owners are to be considered for any reasons shall specially contain a statement that assessments will be considered and the nature of any such assessments.

3.7 Quorum. A quorum at Board of Directors' meetings shall consist of a majority of the Board of Directors. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation or these Bylaws.

3.8 Voting. A director who is present at a Board meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless the Director votes against the action or abstains from voting. A vote or abstention shall be recorded in the minutes.

3.9 Vacancies. Except as to vacancies caused by removal of a majority of the directors by members (which vacancies shall be filled in the manner provided in the Homeowners Association Act), vacancies in the Board of Directors occurring between annual membership meetings shall be filled by a majority of the remaining directors (even if less than a quorum) to serve for the remainder of the director's unexpired term of office, unless otherwise provided by law.

3.10 **Presiding Officer.** The chairperson at all Board meetings shall be the President or in his absence the Vice President. In the absence of the President and the Vice President, the directors present may designate any director to preside as chairperson of the meeting.

3.11 **Directors' Fees.** Directors shall receive no fee or compensation for their service.

3.12 **Powers and Duties of the Board of Directors.** All of the powers and duties of the Association existing under the Homeowners Association Act, Declaration of Covenants, Conditions and Restrictions, Articles of Incorporation and these Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by lot owners when such is specifically required. The Board may delegate its authority to its agents, contracts or employees, except where prohibited by law.

3.13 **Removal.** Directors may be removed or recalled from office with or without cause by a written petition signed by at least a majority of all the Association's voting interests, in the manner provided in the Homeowners Association Act.

3.14 **Delegation.** The Board of Directors may delegate any or all of the functions of the Secretary or Treasurer to a management agent or employee, provided that the Secretary or Treasurer shall in such instance generally supervise the agent or employee in the performance of such functions.

3.15 **Minutes of Meetings.** The minutes of all Board meeting shall be kept in a business-like manner and be available for inspection by lot owners or their authorized representatives at any reasonable time. The Association shall maintain these minutes for a period of not less than seven (7) years or as otherwise required by the Homeowners Association Act.

3.16 **Resignation.** A director or officer may resign at any time by delivering written notice to the Board of Directors or the Association President. A resignation is effective when the notice is delivered.

3.17 **Open Board Meetings.** Except for meetings with the Association's attorney to seek or render legal advice regarding proposed or pending litigation or personnel matters, all Board meetings shall be open to members. The right to attend such Board meetings includes the right to speak at such meetings with reference to all designated agenda items. Any lot owner may tape record or videotape Board meetings.

4. **OFFICERS.**

4.1 **Designation, Election and Removal.** The executive officers of the Association shall be a President, a Vice President, a Treasurer, a Secretary and/or an Assistant Secretary. All executive officers shall be elected annually by the Board of Directors. Each officer shall be a member, a spouse of a member or the designated voting representative of a lot. All officers may be peremptorily removed by a majority vote of the Board of Directors at any duly-noticed Board meeting. Any person may hold two or more offices, except that the President shall not also be the

Secretary or an Assistant Secretary. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall find to be required, to manage the affairs of the Association.

4.2 **President.** The President shall be the chief executive officer of the Association. He shall have all the powers and duties usually vested in the office of President of an Association, including but not limited to chairing meetings of the Board and the membership and the appointment of committees from time to time as he in his discretion may determine appropriate, to assist in the conduct of the affairs and operation of the Association. The President shall be a director.

4.3 **Vice President.** In the absence or disability of the President, the Vice President shall exercise the powers and perform the duties of the President. He also shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the Board of Directors.

4.4 **Secretary and Assistant Secretary.** The Secretary shall attend to the proper taking of the minutes of all proceedings of the Board of Directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the corporate seal, if any, and affix it to instruments requiring a seal when duly signed. He shall attend to the proper keeping of the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the Directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent. The duties of a Secretary may be fulfilled by a manager or other agent of the Association.

4.5 **Treasurer.** The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall attend to the keeping of the books of the Association in accordance with good accounting practices and shall perform all other duties incident to the office of Treasurer.

4.6 **Compensation.** The compensation of all agents and employees of the Association shall be fixed by the Board of Directors.

5. **COMMITTEES.**

5.1 **Appointment.** The President shall have the authority, with the confirmation of the Board of Directors, to create committees and to appoint and remove (with or without cause) persons to such committees, from time to time, as the President determines appropriate to assist in the conduct of the affairs and operation of the Association.

5.2 **Term of Office.** A person appointed to serve on a committee shall continue as such until the next annual membership meeting and until his or her successor is appointed, unless the committee be terminated sooner or the person be removed from the committee by the President, with the confirmation of the Board of Directors, the person resigns, or unless such person shall cease to qualify as a member on the committee.

5.3 **Quorum and Procedures.** A committee may act only when a quorum (a simple majority) is present. The act of a majority of the members present at a committee meeting shall be the act of the committee. Any committee or other body with authority to make a final decision with regard to the expenditure of Association funds or with the power to approve or disapprove architectural decisions with respect to a lot shall follow the same procedures as the Board of Directors with regard to posting or mailing of meeting notices for members, agendas, attendance and participation by members, as required by the Homeowners Association Act. All other Association committees and similar bodies are exempt from the procedural meeting and notice requirements of Homeowners Association Act and these Bylaws.

5.4 **Scope and Rules.** Each committee shall abide by the scope and stated purpose of the committee as defined by the President and as confirmed by the Board of Directors and may adopt rules for its operation consistent with these Bylaws and with rules adopted by the Board of Directors.

5.5 **Reports and Action.** Every committee shall report its findings directly to the President, the Board of Directors or to the Board of Directors' designee. A committee may not take any action on behalf of the Association unless the Board of Directors adopts a written resolution specifically empowering the committee to take such action.

5.6 **Director Nomination Committee.** The President shall appoint, with the confirmation of the Board, a director nominating committee. The nominating committee shall seek out and encourage qualified candidates to run for the Board. The nominating committee shall also recommend each year director candidates to the Board. The Board shall include the director candidates recommended by the nominating committee in the director election ballot that is provided to the membership in advance of the annual membership meeting. Unless the Board determines otherwise, no other director candidate names shall be included in the mailed director election ballot. The director election ballot may indicate which director candidates are incumbents and which director candidates are recommended by the nominating committee. The director election ballot shall include blank lines for write-in director candidates who are nominated from the floor of the annual membership meeting.

6. **FISCAL MANAGEMENT.** The provisions for fiscal management of the Association set forth in the Homeowners Association Act, the Declaration of Covenants, Conditions and Restrictions, and Articles of Incorporation shall be supplemented by the following provisions:

6.1 **Accounts.** The receipts and expenditures of the Association shall be credited and charged to operating and reserve accounts in accordance with state law and generally accepted accounting principles.

6.2 **Annual Budget.** The Board of Directors shall, upon advance written notice to the members of the Association as provided in Article 3 of these Bylaws, adopt in advance an annual budget for each fiscal year that shall include the estimated funds required to defray the common expenses and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices, as follows:

A. Current Expense. Current expense, which account shall include but not be limited to the following items where applicable:

1. Administration of the Association
2. Management fees
3. Maintenance
4. Insurance
5. Security provisions
6. Other expenses
7. Operating capital

B. Reserves. The Board may elect to create and fund reserve accounts.

6.4 Annual Budget Assessment. The annual assessment, to fund the Association's annual budget, shall be paid by the lot owners in on or before March 1st of each year. The lot owners shall be provided notice of the amount of each installment at the Board meeting prior to the budget year. If an annual budget is not adopted or notice is not provided to the lot owners, the preceding budget and annual assessment shall continue until such budget is adopted or such notice is provided, as applicable. In the event the annual assessment proves to be insufficient, the budget and the assessment may be amended at any time by the Board of Directors. The unpaid assessment for the remaining portion of the fiscal year, for which the amended assessment is made, shall be due as provided by the Board of Directors. The Board may elect to allow owners to pay the annual assessment in installments.

6.5 Special Assessments. The Board of Directors may levy special assessments. Such Board meetings shall be noticed as provided in Article 3.6 hereof.

6.6 Interest and Late Charge, Application of Payments. Assessments paid after the date when due shall bear interest at nine percent (9%) per annum from the date when due until paid. All payments upon account shall be first credited to accrued interest, then to late charges, then to collection costs, then to the Association's reasonable attorney's fees incurred incident to the collection effort and then to the assessment payments first due. All interest and late charges collected shall be credited to the Association's operating account. Interest shall accrue on judgments obtained by the Association at the rate of eighteen percent (18%) per annum.

6.7 Depository. The funds of the Association may be kept in such banks, savings and loan associations or other federally insured depository or depositories as shall be designated from time to time by the Board of Directors. Withdrawal of monies from such accounts shall be only by checks or other appropriate instruments signed by such persons as are authorized by the Board of Directors.

6.8 Financial Reports. A financial report shall be prepared annually by the Association and completed, or its preparation and completion shall be contracted for with a third party within ninety (90) days after the close of the fiscal year. Within 21 days after the final financial report is completed by the Association or received from the third party, but not later than

120 days after the end of the fiscal year, the Association shall either: (a) furnish a copy of the report to each member, or (b) provide a written notice to each member that a copy of the report is available upon request at no charge to the member. Any copy requested by a member shall be furnished within ten (10) business days after receipt of the request. Financial reports shall be prepared in accordance with generally accepted accounting principles.

6.9 Fidelity Bonds. The Association may obtain and maintain insurance or fidelity bonding on all persons who control or disburse Association funds, including without limitation those individuals who are authorized to sign checks and the Association President, Secretary and Treasurer. The premiums on such bonds shall be paid by the Association as a common expense.

7. PARLIAMENTARY RULES.

Robert's Rules of Order (latest edition) shall guide the conduct of the Association meetings when not in conflict with the Homeowners Association Act, the Declaration, the Articles of Incorporation or these Bylaws.

8. AMENDMENTS.

These Bylaws may be amended in the following manner:

8.1 Notice. Notice of a proposed amendment shall be included in or with the notice of any Board meeting at which a proposed amendment is considered. Such notice shall contain either a summary of the changes or the full text of the Bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language:

"Substantial rewording of Bylaw. See Bylaw...for present text."

Non-material errors or omissions in the Bylaw process shall not invalidate an otherwise properly promulgated amendment.

8.2 Proposal and Adoption. The Board of Directors shall propose all amendments to the Bylaws. A Bylaw amendment shall be adopted upon the approval of not less than sixty-seven percent (67%) of the votes of the Members present at a duly-noticed regular or special meeting of the Association.

9. MISCELLANEOUS PROVISIONS.

9.1 Enforcement of Documents. The Association shall have the duty to enforce and require compliance with the Declaration of Covenants, Conditions and Restrictions, and any Rules and Regulations authorized hereby against Owners, their tenants and guest on behalf of the Association membership. Enforcement shall be by proceedings for injunctive relief, declaratory

relief and/or damages. The prevailing party in any such action shall be entitled to recover their reasonable attorney's fees and costs.

9.2 Attorney's Fees and Waiver. The Association may also charge a Lot for any reasonable attorney's fees and costs incurred in obtaining compliance by the Owner or tenant thereof and such charge shall be payable and collectible in the same manner as an assessment by the Association as provided in the Declaration of Covenants, Conditions and Restrictions. The failure to enforce any provision of the Declaration of Covenants, Conditions and Restrictions, or Rules and Regulations shall in no event be deemed a waiver of the right to enforce as aforesaid thereafter as to the same breach or violation occurring prior or subsequent thereto. Failure to enforce same shall not give rise to any liability on the part of the Association with respect to parties aggrieved by such failure. If one or more demand letters from the Association or its agents are not successful in obtaining enforcement of any provision of the Declaration of Covenants, Conditions and Restrictions, the Rules and Regulations, or the Association Bylaws, then the cost of demand letters and other services of an attorney seeking that enforcement prior to legal action shall be reimbursed to the Association by the Owner against who enforcement is sought and may be collected in the same manner as an assessment as provided in the Declaration of Covenants, Conditions and Restrictions.

9.3. Cumulative Rights. All rights, remedies and privileges granted to the Association hereunder shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such other party by the Association's governing documents, or at law or in equity.

9.4. Priority of Governing Documents and Construction. The Bylaws shall be construed together with the Declaration of Covenants, Conditions and Restrictions, and the Articles of Incorporation. In the event of a conflict, the governing documents shall control in the following order: (1) Declaration of Covenants, Conditions and Restrictions, (2) Articles of Incorporation, and (3) Bylaws. The provisions hereof shall be liberally construed to grant to the Association and the Board sufficient practical authority to implement the duties and authorities under the Declaration and the Homeowners Association Act. Whenever the context so requires, the use of any gender herein shall be deemed to include all genders, and the use of the singular shall include the plural and the plural shall include the singular.

9.5 PROTECTION FROM LIABILITY. The Association shall indemnify any and every Director and Officer against expenses, judgments, fines, penalties or amounts paid in settlement in connection with the defense of any pending or threatened action, suit or proceeding, to which such Director or Officer is or may be made a party by reason of being or having been such Director or Officer provided a determination is made by the Directors to the effect (a) that such Director or Officer was not, and has not been adjudicated to have been, negligent or guilty of misconduct in the performance of his duty to the Association of which he is a Director or Officer, and (b) that he/she acted in good faith in what he/she reasonably believed to be the best interest of such Association. Such indemnification shall not be deemed exclusive of any other rights to which such Director or Officer may be entitled under these ByLaws, the Articles of Incorporation, the

Declaration of Covenants and Restrictions, any agreement or any insurance purchased by this Association, or by vote of the members, or otherwise.

9.6 TRANSACTIONS BETWEEN ASSOCIATION, DIRECTORS, OFFICERS, OR EMPLOYERS. A Director or Officer of the Association shall not be disqualified by his office from dealing or contracting with the Association as a vendor, purchaser, employee, agent or otherwise; nor shall any transaction, contract or act of the Association be void or voidable or in any way affected or invalidated by reason of the fact that any Director or Officer or any firm of which such Director or Officer is a member, or any company of which such Director or Officer is a member, partner, shareholder, director or officer, is in any way interested in such transaction, contract or act. No Director or Officer shall be accountable or responsible to the Association for or in respect to any such transaction, contract, or act or for any gains or profits realized by him or by any organization affiliated with him as a result of such transaction, contract or act. Any such Director or Officer may be counted in determining the existence of a quorum at any meeting of the Board of Directors of the Association which shall authorize or take vote to authorize, ratify or approve any such contract, transaction or act, with like force and effect as if he or any firm of which he is a member or a corporation of which he is a member, partner, shareholder, officer or director, were not interested in such transaction, contract or act.

IN WITNESS WHEREOF, for the purposes of enacting the Bylaws of this corporation under the laws of the State of Oklahoma, we, the undersigned, constituting all of the Directors of this Association, have enacted these Bylaws this 15th day of April, 2018.

Cheryl Shelton
, Director

Matt Cross
, Director

Amy Perry
, Director

, Director

Janet Allen
, Director

, Director


Rod Allen
, Director

, Director

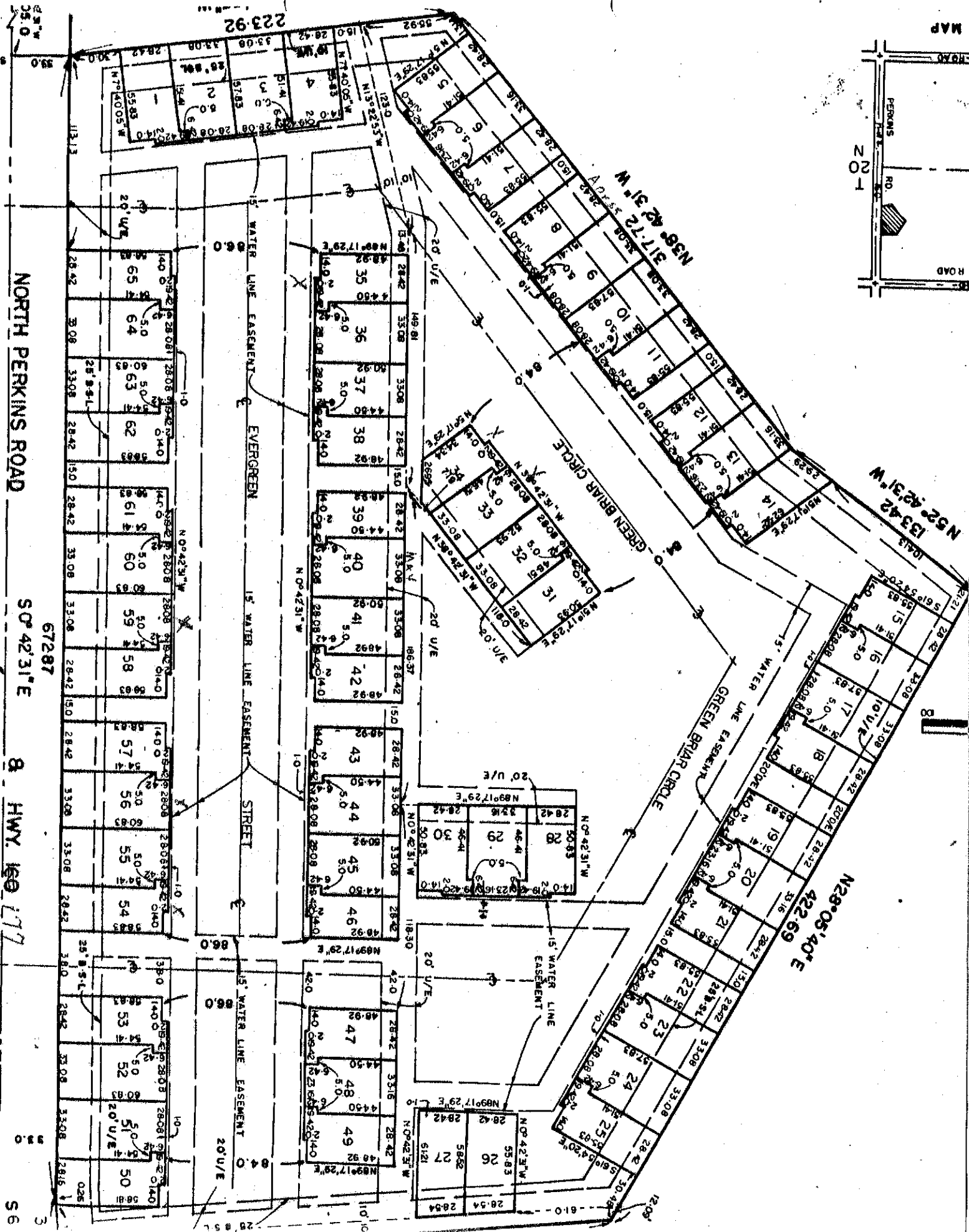
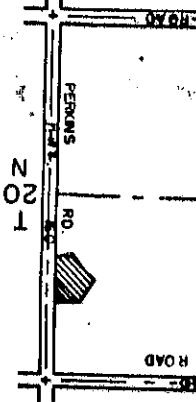
CERTIFICATION

I, the undersigned, do hereby certify that I am the duly elected and acting Secretary of Park View Garden Homes Homeowner's Association, Inc., and that the forgoing Bylaws constitute the Revised and Restated Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 15th day of April, 2018.

WITNESS, this 15th day of April, 2018.



, Secretary



NORTH PERKINS ROAD

67287

8 HWY 177

3

N28°05'40"E
422.69

N38°42'31"W
317.72

N52°42'31"W
104.5

25.0

223.92

201

Section

Line

3

8

3

