

THE
MILLICENT POND
HOMEOWNERS' ASSOCIATION
BY-LAWS

AMENDED MILLICENT POND HOMEOWNERS' ASSOCIATION BY-LAWS

ARTICLE I NAME AND OFFICE

Section 1. The name of the association shall be MILLICENT POND HOMEOWNERS' ASSOCIATION, INC. (referred to herein as "Association").

Section 2. The registered office shall be located in the City of Broken Arrow, County of Tulsa, State of Oklahoma. The provisions of the Articles of Incorporation, as the same may be amended, shall be binding. Any Change of Registered Service Agent shall be filed with the Oklahoma Secretary of State.

ARTICLE II MEMBERSHIP

Section 1. Every person or entity who is a record owner of the fee interest in a lot in MILLICENT POND ADDITION to the City of Broken Arrow, Tulsa County, State of Oklahoma and/or MILLICENT POND II ADDITION to the City of Broken Arrow, Tulsa County, State of Oklahoma (collectively referred to herein as "Additions"), shall be a Member of the Association (referred to herein as "Member").

Section 2. Membership shall be mandatory and shall include compliance with these By-Laws and amendments thereto and any other policies, rules, and regulations at any time adopted by the Association in accordance with these By-Laws.

Section 3. Membership shall include an obligation to comply with the covenants in the Deed of Dedication relating to the lot for which the Member is a record owner.

Section 4. A person or entity described in Section 1 of this Article shall be a Member in Good Standing upon up-to-date payment of membership dues, assessments, and fines as described herein.

Section 5. A Suspended Member shall be one who is in default of payment of any membership dues, assessments, or fines levied by the Association, or one who does not comply with these By-Laws. A Suspended Member may not exercise any voting rights until such time as the full financial balance has been properly paid and/or action has been taken to comply with these By-Laws.

Section 6. Membership in this Association shall terminate when such Member ceases to be a record owner of a lot in the Additions.

ARTICLE III
MEETINGS OF THE MEMBERSHIP

Section 1. All meetings of the Members shall be held in the County of Tulsa, State of Oklahoma, at such place, date, and time as selected by a majority of the Board of Directors.

Section 2. Written Notice of a meeting of the Members stating the place, date, time, and agenda of the meeting shall be given to each Member not less than ten (10) days before the date of the meeting unless said Notice be waived in writing by such Member. A Member may agree in writing that any notice required by the governing documents be provided to the Member by electronic mail (email), and thereafter notice by mailing shall be considered waived by that Member.

Section 3. The Annual meeting of the Members shall be held once per calendar year, within thirty (30) days before or after December 1. The business transacted at the Annual meeting of the Members shall include Board of Director elections and any other business as may be stated in the Notice of Meeting.

Section 4. Special meetings of the Members may be held for the purpose of conducting the business of the Association as determined by the Board of Directors, or upon written request of a minimum of one-fourth (1/4) of the Members who are entitled to vote. The business transacted at any Special meeting of the Members shall be limited to the purposes stated in the Notice of Meeting.

ARTICLE IV
MEMBERSHIP VOTING AND QUORUM

Section 1. Voting by the Members at any meeting of the Members, or for any other purpose, shall be one vote for each lot. If multiple votes are submitted for one lot, the most recent vote shall supersede any previous vote. If a lot has two (2) or more record owners, a vote executed by one record owner shall be a vote on behalf of the lot. If an entity is the record owner of a lot, a vote from that entity shall only be executed by someone authorized to act on behalf of that entity.

Section 2. At all meetings of the Members, each Member may vote in person or by proxy executed in writing by the Member or by their duly authorized Attorney-in-Fact, which proxy shall be filed with the Secretary prior to the commencement of such meeting. Every proxy shall be revocable and shall automatically cease upon termination of membership in the Association.

Section 3. A quorum for the transaction of business at meetings of the Members consists of at least one-fourth (1/4) of the Members, represented in person or by proxy. If a quorum shall not be present or represented at any meeting of the Members, the Members present in person or represented by proxy shall have the power to adjourn the meeting without notice other than the announcement at the meeting, by an affirmative vote of the majority of the Members present in

person or represented by proxy. If on the second meeting attempt a quorum is still not present or represented, the business of the Association that was on the agenda for the original meeting shall be authorized as if a quorum had been present, and such business shall be considered the official business of the Association.

Section 4. If a quorum is present at any meeting of the Members, the affirmative vote of a majority of the Members present in person or represented by proxy shall be the act of all the Members unless the vote of a greater number of Members is required by law, the Deed of Dedication, or the Certificate of Incorporation.

Section 5. Any action required to be taken at a meeting of the Members may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by three-fourths (3/4) of the Members in Good Standing entitled to vote.

ARTICLE V THE BOARD OF DIRECTORS

Section 1. The Board of Directors (referred to herein as "Board") shall consist of at least four (4) but no more than eight (8) Directors.

Section 2. Each Director must be a Member in Good Standing and shall serve for a term of one (1) year starting upon election and concluding at the subsequent election, or until such time as they are removed from office or resign. Directors shall be elected at the Annual meeting of the Members. Election of the Directors shall be by secret written ballot unless a show-of-hands vote is approved by a majority of the Members present or represented by proxy. At the election, each Member, or their proxy, shall be entitled to one vote per lot for each vacancy; cumulative voting is prohibited. The persons receiving the largest number of votes shall be elected.

Section 3. Any Director may be removed at any time by an affirmative vote of the majority of the Members present in person or represented by proxy at a meeting duly called for such purpose. Any Director may be removed by an affirmative vote of the majority of the Board in the event that the Director is absent from three (3) consecutive regular meetings of the Board without obtaining the prior consent of the Board.

Section 4. Any Director may resign at any time by giving written notice to the Board, the President, or the Secretary. A resignation shall take effect on the date of receipt of such notice or at any other time specified therein, and unless otherwise specified therein, the acceptance of the resignation shall not be necessary to make it effective.

Section 5. Any vacancy occurring in the Board may be filled by the affirmative vote of a majority of the remaining Directors. A Director elected to fill a vacancy shall serve for the unexpired portion of the vacant position's current term.

ARTICLE VI
MEETINGS OF THE BOARD OF DIRECTORS

Section 1. Regular meetings of the Board may be held at such time and at such place as shall from time to time be determined by the majority of the Directors.

Section 2. Special meetings of the Board may be called by the President on three (3) days' Notice to each Director, either personally or by mail; special meetings may be called by the Secretary in the same manner on the written request of two (2) Directors.

Section 3. Attendance of a Director at any meeting shall constitute a Waiver of Notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the Notice or Waiver of Notice of such meeting.

Section 4. A majority of the Directors shall constitute a quorum for the transaction of business unless a greater number is required by law, these By-Laws, or by the Certificate of Incorporation. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board unless the act of a greater number is required by a statute, the Certificate of Incorporation, or these By-Laws. If a quorum shall not be present at any meeting of the Directors, the Directors present may adjourn the meeting without Notice other than announcement at the meeting, by an affirmative vote of the majority of the Directors present.

Section 5. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all the Directors.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. The Board shall have all of the powers allowed a corporation under the statutes of the State of Oklahoma and the governing documents of the Association, including, but not limited to, the power to:

- A. Adopt and publish rules and regulations as may become necessary to assist in the enforcement of all covenants, conditions, and restrictions contained in the Deed of Dedication and these By-Laws, and to regulate the use of the common areas and facilities, and the personal conduct of the Members and their guests, licensees, and tenants thereon

- B. Exercise for the Association all powers, duties, and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-Laws or the Deed of Dedication
- C. Employ independent contractors or other such individuals or employees as they deem necessary and to prescribe their duties
- D. Enter into legally binding contracts and incurring liabilities for reasonable and customary business expenses, including, but not limited to, contracts to borrow money from financial institutions for the purpose of assisting in the operations of the Association
- E. Suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association
- F. Take such actions as are provided for and allowed by the provisions of these By-Laws and the provisions of the Deed of Dedication as the Board may from time to time determine to be necessary to enforce the covenants, conditions, restrictions, rules, and regulations of the Additions; such actions to include the authority to establish penalties, including, but not limited to, the power to establish and levy fines and to bring legal action in the name of the Association to enforce such provisions

Section 2. The duties of the Board shall include, but not be limited to, the duty to:

- A. Keep a complete record of all its acts and corporate affairs and to present a statement thereof at the Annual meeting of the Members, or at a Special meeting upon written request of a minimum of one-fourth (1/4) of the Members who are entitled to vote
- B. Fix the amount of the annual assessment against each lot, pursuant to the provisions of the Deed of Dedication and these By-Laws; written notice of each assessment shall be sent to every owner at least thirty (30) days before the assessment due date
- C. Issue, upon demand by any Member or representative of a Member, a certificate setting forth whether any assessment has been paid; if a certificate states an assessment has been paid, the certificate shall be conclusive evidence of payment
- D. Supervise all officers, agents, and employees of the Association, and to see that their duties are properly performed
- E. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate

- F. Procure and maintain adequate liability and hazard insurance on property owned by the Association
- G. Maintain the Reserve Areas and amenities therein

ARTICLE VIII
OFFICERS AND THEIR DUTIES

Section 1. The officers of this Association shall be the President, the Vice-President, the Secretary, and the Treasurer, who shall at all times be members of the Board; and such other officers as the Board may from time to time by resolution create. Any Director who does not hold one of the above officer positions shall assume a Member-At-Large position.

Section 2. Officers shall be elected by the Board at the first Regular meeting of the Board immediately following the Annual meeting of the Members. The term of officers shall be one (1) year unless an officer shall sooner resign, or be removed, or otherwise becomes disqualified to serve. Any Director vacating an officer position may still serve the unexpired portion of their Director term, unless vacating the Director position is the cause of vacating the officer position.

Section 3. The Board may from time to time appoint, by majority vote of the Board, other officers and committees as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may determine.

Section 4. Any officer may be removed from office, with or without cause, by a majority vote of the Members, or by a majority vote of the Board.

Section 5. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. A resignation shall take effect on the date of receipt of such notice or at any other time specified therein, and unless otherwise specified therein, the acceptance of the resignation shall not be necessary to make it effective.

Section 6. A vacancy in any office may be filled by appointment of the majority of the Board; provided, however, in the event the office of the President becomes vacant, the Vice President shall automatically fill the vacancy of the President. Any officer filling a vacancy shall serve for the unexpired portion of the vacant position's current term.

Section 7. The President shall be the Chief Executive Officer of the Association and shall preside at all meetings of the Board and all meetings of the Members. Subject to the Board, the President shall have general and direct supervision of the management and operation of the business and affairs of the Association, and shall perform such other duties as may from time to

time be assigned by the Board. The President shall execute all written contracts, co-sign checks as needed (with the Treasurer), execute other obligations for the Association, and perform all other such duties as are incident to this office.

Section 8. The Vice-President shall assist the President, and perform other duties as may be prescribed by the Board. During the absence or disability of the President, the Vice-President shall have all the powers and functions of the President.

Section 9. The Secretary shall attend all meetings of the Board and all meetings of the Members and record all the proceedings of such meetings in a book to be kept for that purpose. During the absence or disability of the Secretary, the Board shall appoint a Director to fulfill the Secretary duties. The Secretary shall give, or cause to be given, notice of all meetings of the Members, and Special meetings of the Board, and shall perform such other duties as may be prescribed by the Board or President.

Section 10. The Treasurer shall keep full and accurate accounts of receipts and disbursements of the Association in books belonging to the Association, shall co-sign all checks as needed (with the President), and shall perform such other duties and have such other powers as the Board may from time to time prescribe. The Treasurer shall maintain a current list of Members, as is needed to send financial balances and dues statements to the Members.

Section 11. The Association shall indemnify any Director, Officer, or Employee, including any former Director or Officer, of the Association against expenses actually and necessarily incurred by them in connection with the defense of any action, suit or proceeding in which they are made a party by reason of being or having been such Director or Officer, except in relation to matters as to which he or she shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty. The Association may also reimburse to any Director or Officer the reasonable costs of settlement of any such action, suit or proceeding, if it shall be found by a majority of a committee composed of the Directors not involved in the matter in controversy (whether or not a quorum) that it was in the best interest of the Association that such settlement be made and that such Director or Officer was not guilty of negligence or misconduct. Such rights of indemnification and reimbursement shall not be deemed exclusive of any other right to which such Director or Officer may be entitled under these By-Laws, agreement, vote of the Members or otherwise.

ARTICLE IX ASSESSMENTS

Section 1. As provided in the Deed of Dedication, each Member is obligated to pay to the Association annual assessments and special assessments, which shall be set by the Board, and which are secured by continuing statutory lien upon the lot against which the assessment is made. Annual assessments shall be assessed uniformly against all lots. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and

welfare of the residents in the Additions, and for the administration of the Association, and for the improvement and maintenance of the common areas. In the event of a transfer of title to a lot, the grantee shall be jointly and severally liable for such portion of the assessment account for such lot as may be due and payable at the time of conveyance.

Section 2. In the event that the Board shall determine that its budget for any current year is or will become inadequate to meet all expenses for any reason, including but not limited to any special projects or nonpayment of any owner's assessment, it shall determine the appropriate amount of such inadequacy for such year and may levy a special assessment for the amount required to meet all such expenses against the owners; provided, however, that any such special assessment in an amount exceeding twenty-five percent (25%) of the annual assessment for each lot must first be approved by a majority of the Members present, either in person or by proxy, at a Special meeting of the Members called for such purpose. Written notice of such meeting shall be sent to all Members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting. Special assessments levied in accordance with this Section shall be due and payable within thirty (30) days of written notice thereof by the Board.

Section 3. Any owner of a lot in the Additions who fails to pay any properly authorized and approved fees or dues of the Association, and who has been given thirty (30) days' written notice of such delinquency by the Board, consents to an assessment of a late fee equal to twenty dollars (\$20) per month. Thereafter, by vote of a majority of the Board, a Notice of Lien may be filed by the Association against the property owned by the delinquent owner. All expenses incurred in collection of a past due assessment account, including, but not limited to, expenses for bringing legal action to collect an account, may be added to the assessment account of the responsible Member as a special assessment, and shall constitute a lien on the lot to be collected in the same manner as regular assessments. The Association may bring an action at law against the Member personally obligated to pay the same. No Member may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of their lot.

ARTICLE X MISCELLANEOUS

Section 1. Any owner of a lot in the Additions who fails to comply with the covenants, conditions, and restrictions contained in the Deed of Dedication and these By-Laws, and who has been given thirty (30) days' written notice of such compliance violation by the Board and an opportunity to be heard, shall be subject to a fine set by the Board. Any fine assessed shall be considered a special assessment against the responsible Member's assessment account under the governing documents of the Association, and may be enforced in like manner as any other assessment. Compliance violation fines shall not be unevenly assessed.

Section 2. Directors shall not receive compensation for their services, but funds may be allotted by the Board to cover expenses incurred by the Directors in connection with the business

of the Association. Nothing contained herein shall be construed to preclude any Director from serving the Association in another capacity and receiving compensation therefore.

Section 3. The President shall have the authority to expend up to the sum of One Thousand Dollars (\$1,000.00) in the conduct of the business of the Association. Any expenditure in excess of One Thousand Dollars (\$1,000.00), but less than Five Thousand Dollars (\$5,000.00), shall be approved by a majority of the Board. All expenditures of Five Thousand Dollars (\$5,000.00) or more must be approved by a majority vote of the Members attending a special or regular meeting, in person or by proxy.

Section 4. The fiscal year of the Association shall be the calendar year.

Section 5. In the case of any conflict, the provisions of state law, the Deed of Dedication, the Certificate of Incorporation, and these By-Laws shall prevail in that order.

ARTICLE XI AMENDMENTS OF BY-LAWS

Section 1. These By-Laws may be altered, amended, or repealed, or new By-Laws may be adopted:

- A. at any regular or special meeting of the Members at which a quorum is present or represented by proxy, by the affirmative vote of three-fourths (3/4) of the Members entitled to vote, provided notice of the proposed alteration, amendment, or repeal be contained in the Notice of such a meeting; or
- B. by the majority vote of the Board at any regular or special meeting of the Board.

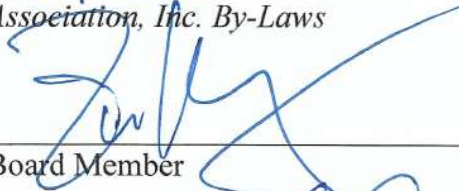
ARTICLE XII NON-PROFIT STATUS AND DISSOLUTION

Section 1. The Association is not organized for pecuniary profit, nor shall it have any power to issue certificates of stock or declare dividends, and no part of its net earnings shall inure to the benefit of any Member, Director, trustee, or individual. The balance, if any, of all money received by the Association from its operations, after payment in full of all debts and obligations of the Association of whatsoever kind and nature, shall be used and distributed exclusively for carrying out the purpose or purposes of the Association, as more particularly set forth in these By-Laws.

Section 2. Upon the dissolution of the Association, the Board shall, after paying or making provisions for the payment of all of the liabilities of the Association, dispose of all of the assets of the Association exclusively for the purpose of the Association, or to such organization or organizations organized and operated exclusively for charitable or education purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the

internal Revenue Code of 1954, as amended (or the corresponding provisions of any future United States Internal Revenue Law), as the Board shall determine. Any of such assets not so disposed of shall be disposed of by the District Court of Tulsa County, exclusively for such purposes or to such exempt organization or organizations said Court shall determine. In no event shall any of the Association's assets or property go or be distributed to any Director, Member, or individual.

IN WITNESS WHEREOF, the undersigned, being the Directors of MILLICENT POND HOMEOWNERS' ASSOCIATION, INC., has hereunto set our hands this 7th day of September, 2023, and formally adopt the *Amended Millicent Pond Homeowners' Association, Inc. By-Laws*


Board Member



Board Member


Board Member


Board Member

Kim Brown
Board Member


Board Member

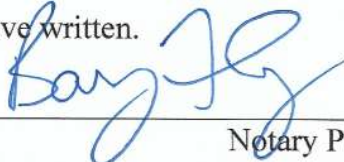

Board Member

Julie Fleming
Board Member

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 7th day of September 2023, personally appeared the Board of Director members to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed on behalf of the Millicent Pond Homeowners Association, Inc., for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.



Notary Public

My commission expires:
8-19-2024

(SEAL)

