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BYLAWS OF
OAKCREEK COMMUNITY HOMEOWNERS'
ASSOCIATION, INC.
As Amended January 24, 2016

ARTICLE 1

NAME

The name of this corporation is OAKCREEK COMMUNITY HOMEOWNERS' ASSOCIATION, INC. (hereinafter the "Community"), an Oklahoma not-for-profit corporation, with a principal place of business to be located at such place as designated by the Council of Owners.

ARTICLE 2

PURPOSE AND PARTIES

2.01 The administration of every Property described in the Declaration of Protective Covenants and Restrictions of Oakcreek Community shall be governed by these Bylaws. These Bylaws are a part of the above mentioned Declaration, which has been submitted under the provisions of 60 Okla. Stat. SS 851 et seq., by the recording of the Declaration and any Exhibits attached thereto, including a true and correct copy of the Bylaws. All definitions and terms contained in said Declaration and revised in this Bylaws Revision shall apply hereto and are incorporated by reference.

2.02 All present and future Owners, future tenants of any Unit, mortgagees and other persons who may use the facilities of the Property in any manner are subject to these Bylaws, the Articles of Incorporation of Oakcreek Community Homeowners' Association, Inc., the Declaration of Protective Covenants and Restrictions, the Community Agreements, and all agreements and easements relating thereto. The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a Unit shall constitute an agreement by such Owner or occupant that these Bylaws, the Articles of Incorporation of Oakcreek Community Homeowners' Association, Inc., the Declaration of Covenants and Restrictions, and the agreements promulgated by the Community or its Council of Owners, as they may be amended from time to time, are accepted as conditions and covenants running with the land and will be complied with.

1 2.03 The purpose of the corporation is to provide management,
2 maintenance, preservation, control, and rules and regulations and to enforce all
3 mutual, common or reciprocal interests and all restrictions upon all property
4 which may be within Oakcreek Community.

5
6 2.04 Any contradiction between these Bylaws and the recorded
7 Declaration of Protective Covenants and Restrictions and Creation of Unit
8 Ownership Estate for Oakcreek Community, recorded with the Payne County
9 Clerk, on October 2, 2012, in Book 2050, page 0117-0137, and any amendments
10 thereto, shall be controlled by the Declaration of Protective Covenants and
11 Restrictions and Creation of Unit Ownership Estate, and any amendments
12 thereto.

13
14 **ARTICLE 3**

15
16 **MEMBERS**

17
18 3.01 Composition of the Member Group. The Member Group shall consist
19 of all persons of legal age who are permanent residents (or maintain a primary
20 address) in a Unit of Oakcreek Community and are expected to participate in
21 community responsibilities and in one or more teams that performs functions for
22 the Community.

23 Any person on becoming an Owner of a Unit, a tenant of a Unit, or a
24 resident of a Unit shall automatically become a Member of the Community and
25 be subject to these Bylaws. Such membership shall terminate without any formal
26 action by the Community or the Council of Owners whenever a person ceases to
27 be an Owner or a permanent resident of the Community. If two or more owners
28 reside in a Unit, each is a Member and may act independently of the other(s).

29
30 3.02 Decision-making by the Members. Except as described herein, every
31 act taken or decision made by the Members shall be accomplished through
32 Consensus among the Members. For all purposes herein, Consensus shall
33 mean that all Members present at a duly-held Meeting have had the opportunity
34 to express their opinions (regardless of whether an actual opinion was
35 expressed) and that a decision is reached that all members agree to support.

36
37 **ARTICLE 4**

38
39 **POWERS AND DUTIES OF THE MEMBERS**

40
41 4.01 Powers. The Members shall have all the powers conferred on them
42 as set forth in the Declaration and these Bylaws. Collectively, the Members
43 create the Community Agreements and, through the Teams established by the
44 Council, manage all of the day-to-day activities related to the operation of
45 Oakcreek Community.

1 4.02 Duties. To fulfill the duties of a Member, every Member as defined in
2 1.27 of the Declaration, is expected to:

- 3 i. be an active member of at least one Team;
- 4 ii. actively participate in the common activities of the Community;
- 5 iii. uphold the values of the Community;
- 6 iv. give adequate time and energy to the duties of membership;
- 7 v. make decisions as a collective group and hold joint
8 responsibility for decisions and actions taken by the Membership, even in their
9 absence;
- 10 vi. ensure that all decisions are taken in the best interests of the
11 organization;
- 12 vii. demonstrate integrity, objectivity, accountability, openness,
13 honesty and leadership;
- 14 viii. approve Community Agreements; and
- 15 ix. approve reserve fund investments.

16
17 4.03 Standard of Care. Each Member shall perform his or her duties as a
18 member of any Team in good faith, in a manner such member believes to be in
19 the best interests of the Community and with such care, including reasonable
20 inquiry, as an ordinarily prudent person in a like position would use under similar
21 circumstances. Each Member shall participate in the work and care of the
22 Community as physically and mentally able.

23
24 4.04 Team Duties. With Consensus from the Members of the Community,
25 each Team shall establish roles and responsibilities for the Team. Collectively
26 the Teams will perform all the day-to-day management, care, and maintenance
27 functions of the Community. In addition to the Team's specific roles and
28 responsibilities, each team is charged to do the following:

- 29 i. regularly report Team activities and actions to Members;
- 30 ii. prepare a request for annual budget for team activities;
- 31 iii. judiciously spend funds approved by the Council of Owners;
- 32 and
- 33 iv. initiate proposals for Community Agreements to be approved by
34 Members.

35 No team may:

- 36 i. take any final action in any matter which, under the Declaration,
37 these Bylaws, or Oklahoma Law, requires approval of the Council or approval of
38 a majority of the Owners;
- 39 ii. amend or repeal these Bylaws or adopt new bylaws;
- 40 iii. amend or repeal any resolution of the Council which by express
41 terms is not so amendable or repealable; or
- 42 iv. appoint any other teams of the Council.

43 Activities beyond the scope of the Team's roles and responsibilities
44 require approval of the Members.

45 Members may attend any and all meetings of any team, as observers.

1 place to hear, discuss or deliberate upon any item of business scheduled to be
2 heard by the Members.

3
4 5.05 Waiver of Notice. Notice of a Meeting need not be given to any
5 Member who, either before or after the Meeting, signs a waiver of notice, a
6 written consent to the holding of the Meeting, or an approval of the agenda of the
7 Meeting. The waiver of notice or consent need not specify the purpose of the
8 Meeting. All such waivers, consents and approvals shall be filed with the
9 Community's records or be made a part of the minutes of the Member Meetings.
10 Notice of the Meeting need not be given to any Member who attends the Meeting
11 and does not protest, before or at the commencement of the Meeting, the lack of
12 notice to that Member.

13
14 5.06 Facilitator. A facilitator shall preside over all Member Meetings. The
15 facilitator shall be a Member of the Community and shall rotate among the
16 Members.

17
18 5.07 Quorum. The presence of Members and/or delegates representing a
19 total of 13 Units shall constitute a quorum.

20
21 5.08 Adjourned Meetings. A majority of the Members present, whether or
22 not a quorum was present, may adjourn any Member Meeting to another time
23 and place. Notice of the time and place of the holding of an adjourned Meeting
24 need not be given unless the original Meeting is adjourned for more than 24
25 hours. If the original Meeting is adjourned for more than 24 hours, notice of any
26 adjournment to another time or place shall be given to the Members who were
27 not present at the time of the adjournment, by Secretary before the
28 recommencement of the adjourned Meeting.

29
30 5.09 Approval Requirements. Except as described herein, every act taken
31 or decision made by the Members shall be accomplished through Consensus
32 among the Members. In the event Consensus is not obtained, any member
33 present may request that the Members consider activating the voting procedure.
34 If at least four other Members agree, the issues shall be put to a formal vote of
35 the Owners at a Council Meeting. The Council shall adopt a method of voting that
36 is deemed appropriate. Such methods could include, but are not limited to a
37 voice vote, roll call vote or written ballot. If there are not five Members who agree
38 to submit the action to a formal vote, the action shall be considered disapproved.

39
40 5.10 Delegates. Any Member may appoint a delegate to attend the
41 Member Meetings, to exercise the voice allocated to that Member. The
42 appointment of the delegate shall be effective for the date requested and signed
43 by the Member and delivered to the Secretary of the Community or his or her
44 designee. The delegate is to be a Member of the Community.

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2
3 **ARTICLE 7**

4 **POWERS AND DUTIES OF THE COUNCIL OF OWNERS**

5 7.01 Powers. The Council shall have all the powers conferred on the
6 Community as set forth in the Declaration and these Bylaws. In addition, the
7 Council shall elect/appoint and may remove at its will all officers, agents and
8 employees of the Community and shall prescribe powers and duties for them that
9 are consistent with the Declaration, the Articles of Incorporation, these Bylaws
10 and any applicable laws.

11
12 7.02 Duties. As set forth in the Declaration, the Council shall be
13 responsible to:

- 14 i. set the amount of regular annual assessments or the imposition
15 of a special assessment;
- 16 ii. approve annual budget for the Community;
- 17 iii. elect/appoint officers for the Community;
- 18 iv. commence litigation;
- 19 v. amend or rescind the Declaration, Articles of Incorporation or
20 Bylaws;
- 21 vi. approve the repair or reconstruction of any Improvement
22 pursuant to the provisions of the Declaration;
- 23 vii. approve a contract or transaction between the Community and
24 one or more Owners, or between the Community and any entity in which an
25 Owner has a material financial interest;
- 26 viii. dissolve the Community or sell all or any part of the
27 Development;
- 28 ix. approve a plan of distribution of assets, other than money, not
29 in accordance with the liquidation rights of any class of Members (applicable
30 only if the Community is in the process of winding up and there is more than one
31 class of membership outstanding at the time).

32
33 7.03 Standard of Care. Each Owner shall perform his or her duties as a
34 Council member, including the duties as a member of any Team of the Council
35 on which a member serves in good faith, in a manner such member believes to
36 be in the best interests of the Community and with such care, including
37 reasonable inquiry, as an ordinarily prudent person in a like position would use
38 under similar circumstances. Each Owner shall participate in the work and care
39 of the Community as physically and mentally able.

40
41 7.04 Teams. The Council may create one or more Teams as defined in
42 the Declaration.

43
44 7.05 Financial Review. The Council delegates the development and
45 management of the annual budget to the Finance Team or its equivalent with
46 input from each of the other Teams.
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ARTICLE 8

MEETINGS OF COUNCIL OF OWNERS

8.01 Place of Meetings. All Meetings of the Council shall be held at the Common House in Oakcreek Community, or at any such other suitable place convenient to the members as may be designated by the Council.

8.02 Annual Meetings. The first Annual Meeting of the Council shall be held no later than six months after the closing and recording of the sale of the first Unit. Thereafter, Meetings shall be set by the Council to occur at such date and time as may be fixed by the Council, but shall occur not less than annually.

8.03 Special Meetings. Special Meetings of the Council may be called for any lawful purpose by the Coordinating Team, or by written request signed by at least three Owners. A Special Meeting called by any Owner(s) entitled to call a Meeting shall be made by submitting a written request specifying the general nature of the business to be transacted to the Chair or Secretary of the Community. The Coordinating Team shall promptly cause notice to be given to the Owners in the manner required herein, stating that a Meeting will be held at a date, time and place fixed by the Coordinating Team, which Meeting shall be held not less than ten (10) days nor more than thirty (30) days after receipt of the request. If the notice is not given within 20 days after the receipt of the request, the Owner(s) requesting the Meeting may give the notice.

8.04 Notice to Council of Owners. The Coordinating Team shall give written notice of Annual and Special Meetings to Owners by either electronic delivery, hand delivery, or mailing a notice, to each Owner, and shall specify the place, day and hour of the Meeting and specify those matters to be presented for action by the Owners, provided that except as otherwise provided by law, any proper matter may be presented at the Meeting for action. Except in the case of an emergency, notice shall be sent to each member not less than ten (10) nor more than thirty (30) days prior to the Meeting. If Officers are to be elected at the Meeting, the notice shall include the names of all those who are nominees at the time notice is given. In the case of a Special Meeting, the notice shall state the general nature of the business to be transacted and no other business may be transacted. In the case of the Annual Meeting, the notice shall state those matters that, at the time the notice is given, are to be presented to the Owners for action; but any matter may be presented at the Meeting for action subject to the notice requirements described herein. Any Mortgagee, or its designated representative who has provided the Community with a written request for notice of Meeting, shall be entitled to attend any such Meeting but shall not be entitled to vote at the Meeting.

8.05 Special Notice Requirements. Approval by the Council of Owners of any of the proposals stated in Section 7.02, other than by unanimous approval of

1 those Owners entitled to vote, shall not be valid unless the general nature of the
2 proposal was stated in the notice or in any written waiver of the notice.

3
4 8.06 Facilitator. The Chair or a designee shall preside over all Council of
5 Owners Meetings as the facilitator.

6
7 8.07 Quorum. Except as otherwise provided in these Bylaws, the
8 presence in person or by proxy of at least thirteen (13) voting Owners shall
9 constitute a quorum. The Owners present at a duly called or held Meeting at
10 which a quorum is present may continue to do business until adjournment,
11 despite the withdrawal of enough Owners to leave less than a quorum.

12
13 8.08 Adjourned Meetings. In the absence of a quorum at the
14 commencement of a Council Meeting, a majority of those present in person or by
15 proxy may adjourn the Meeting to another time, but may not transact any other
16 business. Any Meeting adjourned for lack of a quorum shall be continued to a
17 date, set by the Coordinating Team, not less than five (5) days and not more than
18 thirty (30) days from the original Meeting date. The quorum for such a
19 reconvened Meeting shall be twenty-five percent (25%) of the total voting power
20 of the Community.

21
22 8.09 Approval Requirements. Agreement by Consensus is a common and
23 stated value of Oakcreek Community. Making decisions by Consensus shall be
24 the standard method of decision making for the Community and the Council of
25 Owners. If Consensus cannot be reached in a Meeting of the Council of Owners,
26 and at least 5 members request a vote, a formal vote will be taken. If a formal
27 vote is to be held, the Coordinating Team will set up a Special Meeting of the
28 Council of Owners. At this Meeting the Coordinating Team may present
29 alternative proposals to resolve the issue by Consensus. After consideration of
30 these alternatives and if at least 5 members still request a vote, the vote will be
31 taken. The Council shall adopt a method of voting that is deemed appropriate.
32 Such methods could include, but are not limited to a voice vote, roll call vote or
33 written ballot. Approval will require at least 66% of the votes cast, provided that
34 no fewer than 11 votes must approve the motion.

35
36 8.10 Delegates. Each Owner entitled to vote shall have the right to do so
37 either in person or by one or more agents. Any Owner may appoint a delegate to
38 attend the Council Meetings, to exercise the vote allocated to that Owner's Unit,
39 and to take any other action that the Owner could take. The appointment of the
40 delegate shall be effective on the date notice of the written appointment is
41 delivered to the Secretary of the Community or his or her designee for purposes
42 of receiving such notices, signed by all of the Owners of that Unit. The delegate
43 to the Owner's Meeting must be another Owner. A delegate shall be afforded the
44 opportunity to specify a choice between approval and disapproval of each matter
45 or group of matters to be acted upon.

1 The appointment of a delegate may be revoked at any time for any reason
2 by any Owner of that Unit by delivering a written notice of revocation to the Chair
3 of the Community or attending a Meeting and announcing the revocation at the
4 Meeting. The appointment shall be revoked automatically if the delegate ceases
5 to be an Owner.

6 A suspension by the Community of any Owner's voting rights shall
7 automatically suspend the voting rights of any delegate of that Owner.

8
9 8.11 Availability of Minutes. The minutes of Council of Owners Meetings,
10 proposed for adoption that are marked "draft status", or a summary of the
11 minutes of any Council of Owner Meetings, shall be available to Owners within
12 30 days of the Meeting. The minutes, proposed minutes or summary shall be
13 distributed to any Owners electronically, or on request by other means with
14 reimbursement to the Community for any costs in making that distribution

15 16 **ARTICLE 9**

17 18 **POWERS AND DUTIES OF THE** 19 **OFFICERS OF THE COMMUNITY**

20
21 9.01 Enumeration and Term. The officers of this Community shall be a
22 Chair, Secretary and Treasurer, who shall at all times be members of the
23 Coordinating Team and such other officers as the Council of Owners may from
24 time to time create. The Officers shall be elected annually by the Council and
25 each shall hold office for two (2) years unless he or she shall sooner resign or
26 shall be removed or otherwise disqualified to serve. The Chair will be selected in
27 odd-numbered years. The Secretary and the Treasurer will be selected in even-
28 numbered years. Officers may be selected to serve two or more consecutive
29 terms.

30
31 9.02 Selection of Officers. The method of selection of the officers will be
32 determined by the Council and may change from time to time as determined by
33 the Council.

34
35 9.03 Other Officers. The Council may elect/appoint and may authorize the
36 Chair of the Community or another officer to appoint any other officers that the
37 Community may require. Each officer so appointed shall have the title, hold office
38 for the period, and have the authority to perform the duties as determined from
39 time to time by the Council.

40
41 9.04 Removal or Resignation of Officers. Any officer may be removed with
42 or without cause by the Council. Any officer may resign at any time by giving
43 written notice to the Members. Any such resignation shall take effect as of the
44 date the notice is received or at any later date specified in the notice; and, unless
45 otherwise specified in the notice, the acceptance of the resignation shall not be
46 necessary to make it effective.

1
2 9.05 Vacancies. A vacancy in any office because of the death, resignation,
3 removal, disqualification or any other cause shall be filled in the manner provided
4 in these Bylaws.

5
6 9.06 Duties. The duties of the officers are as follows:
7

8 i. Chair. The Chair will be a member of the Coordinating Team and
9 will serve as the Team's facilitator. The Chair, assisted by the Coordinating
10 Team, calls the Annual and Special Meetings of the Council of Owners of the
11 Community for the purpose of selecting officers and conducting any other
12 necessary business as specified by the Bylaws and prepares the agenda for the
13 meetings. The Chair represents the Community when signing official documents
14 or contracts.
15

16 ii. Secretary. The Secretary will be a member of the Coordinating
17 Team and the Community Well Being Team and the Secretary shall do or cause
18 to be done:

- 19 a. taking, distributing and archiving minutes of the Council and
20 the Member Meetings;
21 b. maintaining an organized, up-to-date and archived Decision
22 Log;
23 c. ensuring that team reports are archived;
24 d. keeping record of how authorized notice is given, and the
25 names of those present at Council Meetings and Member Meetings;
26 e. maintaining a copy of the Declaration, Articles of
27 Incorporation, Bylaws, and Community Agreements as amended to date;
28 f. maintaining a record of the Members showing the names of
29 all Members, their addresses, e-mail addresses and telephone numbers;
30 and
31 g. giving or causing to be given the notices required by these
32 Bylaws for Meetings of the Council and for Meetings of the Members.
33

34 The Secretary shall have such other powers and perform such other
35 duties as may be prescribed by the Council or these Bylaws.
36

37 iii. Treasurer. The Treasurer will be a member of the Coordinating
38 Team and the Finance Team or its equivalent. The Treasurer shall keep and
39 maintain or cause to be kept and maintained adequate and correct books and
40 accounts of the assets and transactions of the Community and shall send or
41 cause to be sent to the Members and/or Council such financial statements and
42 reports as are required by law, the Declaration, or these Bylaws. The books of
43 account shall be open to inspection by any Member and/or Owner at all
44 reasonable times.

45 The Treasurer shall do or cause to be done:

- 1 a. depositing all money and other valuables in the name and to
- 2 the credit of the Community with such depositories as may be designated
- 3 by the Members;
- 4 b. disbursing the funds of the Community as may be ordered
- 5 by the Members; and
- 6 c. rendering to the Members when requested an account of all
- 7 transactions made on behalf of the Community and of the financial
- 8 condition of the Community; and
- 9 d. Have such other powers and perform such other duties as
- 10 may be prescribed by the Council or these Bylaws.

11

12 9.07 Joint Signatures. Unless the Council authorizes otherwise, any check

13 or other negotiable instrument issued by the Community in an amount in excess

14 of \$500 shall require the signatures of any two Members of the Community

15 appointed by the Finance Team or equivalent. Under all circumstances the

16 withdrawal of any money from the Community reserve account(s) shall require

17 the signatures of at least two people, who shall be members of the Council. For

18 all purposes herein, "reserve accounts" shall mean money that the Council has

19 identified from its annual budget for use to defray the future repair of,

20 replacement of, or additions to those major components that the Community is

21 obliged to maintain.

22

23 9.08 Compensation. Officers shall not receive any compensation for any

24 service rendered to the Community as an officer in the performance of his or her

25 duties.

26

27 9.09 Indemnification. The Community shall indemnify any present or

28 former Owner, officer, or employee, or other agent of the Community to the

29 fullest extent authorized under law, and may advance to any such person funds

30 to pay expenses that may be incurred in defending any action or proceeding on

31 receipt of an undertaking by or on behalf of such person to repay the Community

32 such amount unless it is ultimately determined that such person was entitled to

33 indemnification hereunder.

34 Notwithstanding anything herein to the contrary, no modification or

35 elimination of this provision shall be retroactive except to the extent the

36 modification provides greater indemnification protection, and no modification or

37 elimination shall be operative against any Member, Owner, officer, employee or

38 other agent serving in such capacity at the time the modification or elimination

39 becomes effective until that person has received written notice of the modification

40 or elimination except to the extent the modification provides greater protection.

41

42 9.10 Insurance. The Community shall have the power to purchase or

43 maintain insurance on behalf of its agents, against any liability asserted against

44 or incurred by any agent in such capacity arising out of the agent's status as

45 such, whether or not the Community would have the power to indemnify the

46 agent against such liability under Section 9.09 of these Bylaws.

1
2 **ARTICLE 10**

3
4 **MEMBERSHIP, POWERS AND DUTIES OF THE**
5 **COORDINATING TEAM**
6

7 10.01 Membership and Terms. The membership of the Coordinating
8 Team will be the Chair, Secretary, and Treasurer of the Community plus no less
9 than two (2) or more than four (4) Members selected as directed by the Council.
10 The term of the Chair, Secretary and Treasurer will be equal to their term as
11 officers. The term of the other members will be one year with eligibility for
12 reappointment.

13
14 10.2 Purpose and Responsibilities. The purpose of the Coordinating
15 Team is to serve as a Communication Clearinghouse for the Members of the
16 Community. The Clearinghouse is a means to emphasize the necessity of clear
17 communication among Members of the Community and their Teams, regarding
18 policy, procedure and actions. In addition the Coordinating Team will have the
19 following responsibilities:

- 20 i. identify missing or incomplete community processes and/or
21 physical structural issues and needs in the Community. Delegate duties to
22 appropriate team or propose a task force or new team as needed;
23 ii. fulfill the responsibilities identified for it in its Roles and
24 Responsibilities as identified by the Members or Council of Owners;
25 iii. assist the teams in meeting their roles and responsibilities;
26 iv. assist the Chair in calling the Annual and Special Meetings of
27 the Council of Owners and in preparing the agenda for these meetings;
28 v. in a timely manner, take the initiative to fill vacancies which may
29 occur in Officers. Results of such initiatives require approval by the Council of
30 Owners at a Special Meeting;
31 vi. call a Special Meeting of the Owners if a formal vote is to be
32 held on any issue. At this Meeting the Coordinating Team may present alternative
33 proposals to resolve the issue by Consensus. After consideration of these
34 alternatives and if 5 Members still request a vote, the vote will be taken. The Council
35 shall adopt a method of voting that is deemed appropriate. Such methods could
36 include, but are not limited to a voice vote, roll call vote or written ballot. Approval
37 will require at least 66% of the votes cast, provided that no fewer than 11 votes must
38 approve the motion.

39
40 **ARTICLE 11**

41
42 **BUDGETS, FINANCIAL STATEMENTS, BOOKS AND RECORDS**
43

44 11.01 Budgets and Financial Statements. Financial statements for the
45 Community shall be regularly prepared and copies shall be distributed to each
46 Owner of the Community as follows:

- 47 i. A pro forma operating statement (budget) for each fiscal year;

1 of Oakcreek Community. Regular assessments shall include an adequate
2 reserve fund for maintenance, repairs and replacements.

3
4 **ARTICLE 13**

5
6 **DISCIPLINE OF MEMBERS: SUSPENSION OF RIGHTS**

7
8 The Community shall have no power to cause a forfeiture or abridgment of
9 an Owner's right to the full use and enjoyment of his individually owned Unit on
10 account of a failure by the owner to comply with provisions of the Declaration of
11 Covenants and Restrictions, these Bylaws or of Agreements for the facilities,
12 except where the loss or forfeiture is the result of the judgment of a court or a
13 decision arising out of arbitration or on account of a foreclosure or sale under a
14 power of sale for failure of the owner to pay assessments levied by the
15 Community. Notwithstanding the foregoing, the Council shall have the power to
16 impose reasonable monetary penalties, temporary suspensions of an Owner's
17 rights as a Member of the Community or other appropriate discipline for failure to
18 comply with the Declaration of Covenants and Restrictions, these Bylaws or
19 Agreements; provided that an Owner subject to such possible penalties shall be
20 given reasonable notice and the opportunity to be heard by the Council with
21 respect to the alleged violations before a decision to impose discipline is
22 reached. In the case in which monetary penalties are to be imposed, such
23 penalties shall be according to a schedule of penalties related to specific
24 offenses, which schedule shall be proposed by the Council and approved by the
25 usual Council of Owners decision making as described in 6.02 of this document.
26 Such penalties shall bear a reasonable relationship to the conduct for which the
27 penalty is imposed and may only be imposed prospectively.

28
29 **ARTICLE 14**

30
31 **AMENDMENT OF BYLAWS**

32
33 Except as may be provided otherwise in these Bylaws, the Bylaws may be
34 amended by a vote or written assent of Owners of at least seventy five percent
35 (75%) of the Units.

36
37 **ARTICLE 15**

38
39 **MISCELLANEOUS PROVISIONS**

40
41 Regulations. All Owners, tenants or their employees or any other person
42 that might use the facilities of Oakcreek Community in any manner are subject to
43 the regulations set forth in these Bylaws and in the Declaration of Covenants and
44 Restrictions of Oakcreek Community and to all Agreements enacted pursuant to
45 the Declaration of Covenants and Restrictions. Acquisition, rental or occupancy

1 of any Unit shall constitute acceptance and ratification of the provisions of each
2 of the foregoing.

3
4 **ESTABLISHMENT OF BYLAWS**

5
6 The undersigned, being all of the Officers of Oakcreek Community
7 Homeowners' Association, Inc., do hereby certify the foregoing to be the Bylaws
8 of Oakcreek Community Homeowners' Association Inc. and by our signatures
9 hereto, do hereby adopt the foregoing Amendments to the Bylaws as of the
10 __24th__ day of January, 2016.

11
12
13 Oakcreek Community Homeowners' Association, Inc.

14
15 BY: _____
16 Steve Tweedie, Chair

17
18 BY: _____
19 Ulrich Melcher, Secretary

20
21 BY: _____
22 John Wolfe, Treasurer

23