

**BYLAWS OF  
KINGSRIDGE LAKE ESTATES HOMEOWNERS' ASSOCIATION, INC.  
(AN OKLAHOMA NOT FOR PROFIT CORPORATION)**

ARTICLE I  
NAME

The name of this organization shall be KINGSRIDGE LAKE ESTATES HOMEOWNERS' ASSOCIATION, INC. (the "Association").

ARTICLE II  
PURPOSE AND PARTIES

2.1 Purpose: The purpose of the organization shall be the administration of Kingsridge Lake Estates (the "Property") a residential subdivision to the City of Oklahoma City, Canadian County, Oklahoma as described in the Declaration of Covenants, Conditions and Restrictions recorded in and filed for record in the office of the County Clerk of Canadian County, Oklahoma, on October 6, 2015 and recorded in Book RB 4329, Pages 328-348 of the records of Canadian County, Oklahoma, as amended from time to time (hereinafter the "Covenants"). The Property is graphically depicted on the plat duly recorded in Plat Book 9, Pages 468-469 of the records of Canadian County, Oklahoma, and further includes all property which may be subjected to the Covenants by amendment thereof or otherwise. Administration of the Property shall be in accordance with these Bylaws, the Covenants and the duly enacted rules and regulations of the Association. All definitions and terms contained in the Covenants shall apply hereto and are incorporated herein by reference.

2.2 Scope: All present and future owners and tenants of any lot, mortgagees and other persons who may use the facilities of the Property in any manner are subject to these Bylaws, the Covenants, the rules and regulations of the Association, and all agreements and easements related thereto.

ARTICLE III  
MEMBERSHIP AND MEETINGS

3.1 Membership: Any person or entity on becoming an owner of a lot shall automatically become a Member of the Association and be subject to these Bylaws. Such membership shall terminate without any formal action by the Association whenever such person ceases to own a lot, but such termination shall not relieve or release any such former owner from any liability, obligation, right or remedy incurred under or in any way connected with the Association or during the period of such ownership and membership in the Association. The membership shall be deemed conveyed or encumbered with the lot even when such interest is not expressly mentioned or described in the conveyance or other instrument.

3.1.1 Classes of Membership: There shall be two (2) classes of membership in the Association. Class A members shall be all purchasers, and their successors and assigns of a lot from the developer KRLE, LLC (the "Developer"). The Class B member shall be the Developer. Notwithstanding any other provision in the Covenants or these Bylaws, the Class B member shall not be subject to levy for special assessments by the Association. Only lots owned by Class A members shall be subject to levy for annual and/or special assessments by the Association. This provision of the Bylaws may not be altered, amended or modified by the Association except by the

written approval of all Class B members.

3.2 Annual Meetings. Regular annual meetings of members of the Association shall be held at a building on the Property or at such other suitable place convenient to the members as may be designated by the Board.

3.3 Special Meetings. A special meeting of members of the Association shall be promptly called by the Board upon the vote for such a meeting by a majority of the Board or upon receipt of a written request therefore signed by members representing thirty (30%) of the total voting power of the Association.

3.4 Notice of Meeting. The Board shall give at least forty-eight (48) hours' notice of a regular meeting and at least twenty-four (24) hours' notice of a special meeting to members via e-mail providing notice of the date, time and location thereof.

3.5 Quorum. The Board shall be entitled to conduct any and all business, with or without a quorum being present, at any annual or special meeting of which notice has been given as set forth herein, except as may otherwise be provided herein.

3.6 Proxies. At all meetings of members, each member may vote in person or by proxy.

3.7 Voting. Class A members shall be entitled to one (1) vote for each lot owned by said owner or owners. Whenever more than one (1) person holds such interest in any lot, the vote for such lot shall be exercised as those Owners themselves determine and advise the secretary prior to any meeting. In the absence of such advice, the lot's vote shall be suspended in the event more than one person seeks to exercise it. Class B members shall be entitled to four (4) votes for each lot owned. Each vote shall have equal value.

#### ARTICLE IV BOARD OF DIRECTORS; SELECTION & TERM OF OFFICE

4.1 Number and Term of Directors. Subsequent to the first annual meeting, the initial Board shall consist of three (3) directors which shall be appointed by the Incorporators. The initial directors shall serve until the second annual meeting of the Association. Thereafter, all directors shall be elected and removed according to these Bylaws. Notwithstanding any other provision herein, so long as the Developer owns two or more lots within the Property, the Developer shall be entitled to appoint two (2) of the three directors. Directors appointed by Developer need not be lot owners.

4.2 Election of Board of Directors.

4.2.1 Nominations. Nominations for election to the Board (of the directors which are not appointed or elected by Developer as provided in §4.1) shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting of the Association. The nominating committee shall consist of a chairman, who shall be a member of the Board and two (2) or more members of the Association.

4.2.2 Cumulative Voting. Elections of Board members shall be by cumulative voting if



more than one position is to be filled in an election.

4.3 Vacancies Subject to the Provisions of 4.1. Vacancies in the Board caused by any reason shall be filled by a vote of the majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall be a director until a successor is elected at the next annual meeting of the Association or at a special meeting of the members called for that purpose.

#### ARTICLE V MEETINGS OF DIRECTORS

5.1 Regular Meetings. Regular meetings of the Board shall be conducted at the same time as the annual meeting of the members, and such other times as the Board deems desirable.

5.2 Special Meetings. A special meeting of the Board may be called by written notice signed by the President of the Association or by any two (2) directors other than the President. Notice shall be provided to all directors with a description of the nature of any special business to be considered by the Board.

5.3 Quorum. The presence in person of a majority of the directors at any meeting of the Board shall constitute a quorum for the transaction of business and the acts of a majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board.

5.4 Board Meetings Open to Members, Exceptions. Regular and special meetings of the Board shall be open to all members of the Association. The Board may, with the approval of a majority of a quorum of the directors, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation or threatened litigation and orders of business of a similar nature.

5.5 Fidelity Bonds. The Board may obtain adequate fidelity bonds for all officers and employees of Association handling or responsible for funds of the organization. The premium for any such bonds shall be a common expense.

5.6 Compensation. No member of the Board shall receive any compensation from the Association or lot owners for acting as such.

5.7 Liability of Directors. The members of the Board shall not be liable to the lot owners for any mistake of judgment, negligence or otherwise except for their own individual willful misconduct or bad faith. The lot owners shall indemnify and hold harmless each of the members of the Board against all contractual or tort liability to others arising out of contracts, actions or omission shall have been made in bad faith or contrary to the provisions of the Covenants or these Bylaws. It is intended that the members of the Board shall have no personal liability with respect to any contract or action by them on behalf of the Association.

#### ARTICLE VI POWERS AND DUTIES OF THE BOARD OF DIRECTORS

6.1 Powers and Duties. The Board shall have the powers and duties necessary for the management and administration of the Property. Without limitation on the generality of the

foregoing powers and duties, the Board shall be vested with, and responsible for, the following powers and duties:

6.1.1 To select, appoint, supervise and remove all officers, agents and employees of the Association; to prescribe such powers and duties for them as may be consistent with the law and with the Covenants and these Bylaws.

6.1.2 To enforce the applicable provisions of the Covenants, these Bylaws, and other instruments relating to the ownership, management and control of the Property.

6.1.3 To adopt, publish and enforce rules and regulations governing the use of the Property and the personal conduct of the members and their guests upon the Common Areas, and to establish procedures and penalties for the infraction thereof, subject to approval of the membership.

6.1.4 To cause the Common Areas to be maintained for the benefit of the membership, and to contract for goods and/or services for the Common Areas or for the Association, and to pay all taxes and assessments which are or could become a lien on the Common Areas or a portion thereof.

6.1.5 To delegate its powers to committees or officers.

6.1.6 To prepare budgets and financial statements for the Association as prescribed in these Bylaws.

6.1.7 To initiate and execute disciplinary proceedings against members of the Association for violations of the provisions of the Covenants, these Bylaws and such rules as may be promulgated by the Board in accordance with the procedures set forth in these Bylaws.

6.1.8 To fix and collect annual and special assessments according to the Covenants and these Bylaws and, if necessary, to record a notice of assessment and foreclose the lien against any lot for which an assessment is not paid within thirty (30) days after the due date or bring an action at law against the owner personally obligated to pay such assessment. All funds shall be transferred to depository accounts with an institutional lender upon terms and conditions which are approved by the Board. All funds of the Association shall be restricted in use to the sole and exclusive benefit of the Association's administration of the Property and shall not otherwise be expended.

6.1.9 To prepare and file annual tax returns with the federal government and the State of Oklahoma and to make such elections as may be necessary to reduce or eliminate the tax liability of the Association. Without limiting the generality of the foregoing, the Board may, on behalf of the Association, elect to be taxed, if possible, under Section 528 of the Internal Revenue Code or any successor statute conferring income tax benefits on owners' associations. In connection therewith, the Board shall take such steps as are necessary to assure that the income and expenses of the Association for any taxable year shall meet the following limitations and restrictions (which limitations and restrictions may change from time to time to conform to changes in the tax code):

- a. At least 60% of the gross income of the Association for any taxable year shall consist solely of amounts received as membership dues, fees or assessments from lot owners.



- b. At least 90% or more of the expenditures of the Association for any taxable year shall be for the acquisition, construction, management, maintenance and care of the Association's Property;
- c. The Board may appoint a paid managing agent, or such others as may be needed to conduct the business of the Association. Managing agent will be compensated at no more than an agreed to amount as approved in the Annual Budget.

6.2 Limitations of the Board's Power. Except with the vote or written assent of a majority of the voting power of the Association, the Board shall be prohibited from taking any of the following actions:

6.2.1 Paying compensation to directors or to officers of the Association for services performed in the conduct of the Association's business, provided, however, that the Board may cause a director or officer to be reimbursed for expenses incurred in carrying on the business of the Association.

6.2.2 Entering into a contract with a third person wherein the third person will furnish goods or services for the Common Areas or the Association for a term longer than one (1) year with the following exceptions:

- a. A management contract;
- b. A contract with a public utility company if the rate charged for the materials or services are regulated by the Corporation Commission; provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate;
- c. Prepaid casualty and/or liability insurance policies, not to exceed three (3) years duration, provided that the policy permits for short rate cancellation by the Insured;
- d. Any agreement for professional contracts providing for services needed to the Common Areas shall provide for termination by either party without cause or payment of a termination fee on ninety (90) days or less written notice and shall provide for a maximum contract term of three (3) years.

6.2.3 The funds of the Association shall be maintained in trust account(s) for the benefit of the organization or shall be deposited with an institutional bank in an interest bearing account(s), and may not be accessed or withdrawn by the Board, or any member of the Association or other person, except by check or draft drawn on the Association's account and signed by at least two of the officers of the organization.

## ARTICLE VII OFFICERS AND DUTIES

7.1 Enumeration and Term. The officers of the Association shall be a president, who, shall at all

times, be a member of the Board, a secretary, treasurer and such other officers as the Board may from time to time by resolution create. The officers shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign or shall be removed or otherwise disqualified to serve.

7.2 Election of Officers. The Officers shall be elected by the Board at each annual meeting.

7.3 Resignation and Removal. Any officer may be removed from office by a majority of the Board at any time with or without cause. Officers may resign at any time upon written notice to each member of the Board.

7.4 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to fill a vacancy shall serve for the remainder of the term of the officer he replaces.

7.5 Duties. The duties of the officers are as follows:

7.5.1 President. The president shall preside at all meetings of the Board and the Association (members); shall see that orders and resolutions of the Board are carried out; shall sign all leases, deeds, mortgages and other written instruments.

7.5.2 Vice President. The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him by the board.

7.5.3 Secretary/Treasurer. The secretary/treasurer shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association, together with their addresses; receive and deposit funds in appropriate bank accounts of all monies of the Association and shall disburse such funds as directed by resolution of the Board; keep proper books of accounts and prepare or have prepared financial statements as required in these Bylaws; and shall perform such other duties as provided by the Board. The duty of the secretary/treasurer to receive and deposit funds in the ordinary course of the Association's business may be delegated to a management company as provided in these Bylaws.

## ARTICLE VIII MAINTENANCE AND ASSESSMENTS

Pursuant to the procedures and guidelines set forth in the Covenants, the Board shall collect and deposit in the account of the Association, the assessments as set forth in the Covenants. The monies collected from the assessments shall be deposited by the Board in a checking account (interest bearing if feasible) and shall be utilized to pay the Common Expenses associated with the maintenance and insurance of the Common Areas, described as Common Areas A, B and C on the Plat, along with limited landscaping. A portion of the Annual Assessments may be deposited to a reserve fund for purposes of landscaping repair and/or replacement.

## ARTICLE IX DISCIPLINE OF MEMBERS; SUSPENSION OF RIGHTS



The Association shall have no power to cause a forfeiture or abridgment of an owner's right to the full use and enjoyment of his individually owned lot on account of a failure by the owner to comply with provisions of the Covenants, these Bylaws or of duly enacted rules of operation for the Common Areas and Property, except where the loss of forfeiture is the result of the judgment of a court or a decision arising out of arbitration or on account of a foreclosure or sale under a power of sale for failure of the owner to pay assessments levied by the Association. Notwithstanding the foregoing, the Board shall have the power to impose reasonable monetary penalties, temporary suspensions of an owner's rights as a member of the Association or other appropriate discipline for failure to comply with the Covenants, these Bylaws or duly enacted rules; provided that an owner subject to such possible penalties shall be given reasonable notice and the opportunity to be heard by the Board with respect to the alleged violations before a decision to impose discipline is reached. In the case in which monetary penalties are to be imposed, such penalties shall be according to a schedule of penalties related to specific offenses, which schedule shall be proposed by the Board and approved by the vote or written assent of a majority of the membership. Such penalties shall bear a reasonable relationship to the conduct for which the penalty is imposed and may only be imposed prospectively.

#### ARTICLE X BUDGETS, FINANCIAL STATEMENTS, BOOKS AND RECORDS

10.1 Budgets and Financial Statements. Financial statements for the Association shall be regularly prepared and distributed at the annual meeting to those members requesting a copy of same. The Board shall prepare reasonable operating statements and budgets for each fiscal year.

10.2 Inspection of Association's Books and Records. The membership register, books of account and minutes of meetings of the members, of the Board and of committees of the Board of Association shall be made available for inspection and copying by any member or by his duly authorized representative at any reasonable time and for a purpose reasonably related to his interest as a member at the office of the Association or at such other place as the Board shall prescribe, upon reasonable cost of reproduction. Every director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and copies of documents.

#### ARTICLE XI AMENDMENT OF BYLAWS

These Bylaws may be amended by the combined vote of written assent of 75% of the votes of the Class A and Class B Members as provided herein.

#### ARTICLE XII MISCELLANEOUS PROVISIONS

12.1 Owner's Personal Obligation for Payment of Assessment. The amount of total assessments against a lot, including the annual assessment and/or any special assessment, shall be the personal and individual debt of the owner(s) thereof. The Board shall have the responsibility to take prompt action to collect any unpaid assessment in accordance with the terms of the Covenants and these Bylaws.

12.2 Indemnity of Officers and Directors. Each director and officer shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him by judgment or settlement in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director of an officer of the Association, except in cases of fraud, gross negligence or bad faith of the director or officer in the performance of his duties.

12.3 Architectural Review Board. The Board shall appoint an Architectural Review Board. The initial Architectural Review Board shall consist of the Developer's representative, Tony Ellison, or such other designated representative(s) appointed by Developer to serve in such capacity. Unless they shall sooner resign, the original member of the Architectural Review Board, and his successors, shall be replaced as of the date when the votes cast by the Class A Members exceed the votes cast by the Class B Members. At that time, three (3) individuals, all of whom must be owners, who shall serve for such terms as designated by the Board. The Architectural Review Board shall perform the duties set forth in the Covenants.

12.4 Notices. Any notice permitted or required to be given hereunder or pursuant to the Covenants may be delivered either personally or by mail or as otherwise specifically provided in the Property documents. If delivery is by mail, it shall be deemed to have been given seventy-two (72) hours after a copy of the same has been deposited in the United States Mail, postage prepaid, return receipt requested, addressed to each person at the current address given by such person to the secretary of the Association or addressed to the lot of such person if no address has been given to the secretary; provided however, that notice of regular or special meetings of members and the Board may be mailed without a return receipt requested. Provided further that notice to members of the Architectural Review Board or to the Developer must be given in writing, addressed to such individuals, c/o KRLE, LLC, 5506 Stewart Drive, Mustang, OK 73064.

#### ESTABLISHMENT OF BYLAWS

We, the undersigned, being the Developer and all of the Directors appointed by Developer, pursuant to the Declaration of Covenants, Conditions and Restrictions of Kingsridge Lake Estates and these Bylaws, do hereby certify the foregoing to be the Bylaws of KINGSRIDGE LAKE ESTATES HOMEOWNERS' ASSOCIATION, INC., and, by our signatures hereto, do hereby adopt the foregoing Bylaws as of the 24<sup>th</sup> day of March 2020.



Developer:

KRLE, LLC

By: Tony Ellison  
Tony Ellison, Manager

State of Oklahoma )  
County of Canadian ) ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 24<sup>th</sup> day of March 2020, personally appeared Tony Ellison, Manager of KRLE, LLC to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Manager and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of KRLE, LLC for the uses and purposes therein set forth.

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

My Commission Expires:

Kaitlin Carroll  
Notary Public



KINGSRIDGE LAKE ESTATES HOMEOWNERS' ASSOCIATION, INC.

By: Tony Ellison  
Tony Ellison, Director

State of Oklahoma )  
County of Canadian ) ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 24<sup>th</sup> day of March 2020, personally appeared Tony Ellison, Director of Kingsridge Lake Estates Homeowners' Association, Inc., to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as a Director and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of Kingsridge Lake Estates 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.

My Commission Expires:

Kaitlin Carroll  
Notary Public



KINGSRIDGE LAKE ESTATES HOMEOWNERS' ASSOCIATION, INC.

By: *Karen Ellison*  
Karen Ellison, Director

State of Oklahoma    )  
                                  )  
County of Canadian    )        ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 24<sup>th</sup> day of March 2020, personally appeared Karen Ellison of Kingsridge Lake Estates Homeowners' Association, Inc., to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as a Director and acknowledged to me that she executed the same as her free and voluntary act and deed and as the free and voluntary act and deed of Kingsridge Lake Estates 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.

My Commission Expires:

*Katlin Carroll*  
Notary Public



KINGSRIDGE LAKE ESTATES HOMEOWNERS' ASSOCIATION, INC.

By: *Matthew Ellison*  
Matthew Ellison, Director

State of Oklahoma    )  
                                  )  
County of Canadian    )        ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 24<sup>th</sup> day of March 2020, personally appeared Matthew Ellison, of Kingsridge Lake Estates Homeowners' Association, Inc. , to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as a Director and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of Kingsridge Lake Estates 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.

My Commission Expires:

*Katlin Carroll*  
Notary Public

