

AMENDED AND RESTATED BYLAWS
OF
WYNSTONE HOMEOWNERS ASSOCIATION, INC.

These Bylaws amend, restate and replace the original Bylaws of Wynstone Homeowners Association, Inc. dated June 2019 and amended May 25, 2023.

ARTICLE I
NAME AND LOCATION

The name of the Corporation is Wynstone Homeowners Association, Inc. The principal mailing address of the corporation is P.O. Box 140208, Broken Arrow, Oklahoma 74014, but meetings of members and directors may be held at such places within the State of Oklahoma, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

2.1 “**Association**” shall mean and refer to the Wynstone Homeowners Association, Inc., an Oklahoma not-for-profit corporation, and its successors and assigns.

2.2 “**Common Area**” shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Owners, if any, including reserve areas and the entrances and medians to the addition which have been landscaped, including all additional properties specifically annexed as “common area,” consistent with the Articles of Incorporation, the Dedication or these Bylaws.

2.3 “**Declarant**” shall mean and refer to Integrity Development Group, L.L.C., an Oklahoma Limited Liability, its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

2.4 “**Dedication**” shall mean and refer to the Deed of Dedication and Declaration of Covenants, Conditions and Restrictions for Wynstone Phase I, recorded in the Office of the County Clerk of Wagoner County, State of Oklahoma and any other Wynstone phases which are contiguous with Wynstone Phase I.

2.5 “**Developer**” means Integrity Development Group, L.L.C., an Oklahoma limited liability company.

2.6 “**Lot**” shall mean and refer to any plot of land shown upon all recorded subdivision map(s) of Wynstone with the exception of the Common Area.

2.7 “**Member(s)**” shall mean and refer to those persons entitled to membership in the Association as provided in the Dedication and these Bylaws. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be severed from ownership of any Lot. Each Lot shall be entitled to one (1) vote, and where there is more than one Owner of a Lot, though each such Owner shall be a Member, the vote of such Lot shall be collectively exercised by its Owners, as they themselves shall determine, as one (1) single vote.

2.8 “**Owner**” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding persons having such interest merely as security for the performance of an obligation.

2.9 “**Property**” shall mean and refer to that certain real property described in the Dedication and Declaration for Wynstone Phase I and other Phases developed as subdivisions being a part of Section 25, Township 18 North, Range 15 East, Wagoner County, Oklahoma, and such additional contiguous properties as may hereafter be annexed to and brought within the jurisdiction of the Association by declaration in one or more Deed(s) of Dedication to be executed,

delivered and recorded by the Developer, consistent with the Articles of Incorporation, the Dedication or these Bylaws.

2.10 **“Recreational Facilities”** shall mean the pool together with all structures around the pool area, the playground, the Common Areas and the Reserve areas.

ARTICLE III MEETING OF MEMBERS

3.1 **Annual Meeting.** The annual meeting of the Members shall be held during the last week in June. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

3.2 **Special Meeting.** Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of fifty percent (50%) of the Members who are entitled to vote thereat.

3.3 **Notice of Meetings.** Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by traditional or electronic mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting to each Member entitled to vote thereat, addressed to the Member’s mailing address or email address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. A Member may agree in writing that any notice required by the governing documents be provided to the Member by electronic email, and thereafter notice by mailing shall be considered waived by that Member. Meetings may also be conducted virtually (via Zoom, Teams or some other platform) in the sole discretion of the Board.

3.4 **Quorum.** At all meetings of the Members, the presence of twenty-five percent (25%) of the Members, either in person or by proxy, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Dedication or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting. If on the second attempt a quorum still cannot be reached, the business of the Association that was on the agenda for the original meeting shall be conducted as if a quorum had been present, and such business shall be considered the official business of the Association.

3.5 **Proxies.** At all meetings of Members, each Member may vote in person or by proxy, in the form of Exhibit "A" hereto attached. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of the Member's Lot.

ARTICLE IV **BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE**

4.1 **Number.** The affairs of this Association shall be managed by a Board of not less than three (3) and not more than seven (7) Directors, who need not be Members of the Association. The initial Board shall consist of the one (1) Director specified in the Certificate of Incorporation. Furthermore, as long as Developer owns one (1) lot within any phase of the Property, Developer will always, if desired, shall appoint and have a minimum of three (3) representatives on the Board and shall select the officers identified in Section 8.8 below.

4.2 **Term of Office.** The three (3) Board of Directors appointed by the Developer shall serve throughout the development of all Phases of the Wynstone development. Additional Directors will be elected per the following schedule:

1 additional director: At the first annual meeting following the occurrence of sixty-six and two-thirds percent (66 2/3%) of the lots in Phase I having occupied homes.

1 additional director: At the first annual meeting following the occurrence of sixty-six and two-thirds percent (66 2/3%) of the lots in Phase II having (occupied homes.

1 additional director: At the first annual meeting following the occurrence of sixty-six and two-thirds percent (66 2/3%) of the lots in Phase III having occupied homes.

1 additional director: At the first annual meeting following the occurrence of sixty-six and two-thirds percent (66 2/3%) of the lots in Phase IV having occupied homes.

The four additional Directors are elected for one year terms, but may be re-elected an unlimited number of times. At the first annual meeting following the occurrence of ninety-eight percent (98%) of the lots in Phase IV having occupied homes, the terms of the three (3) Directors appointed by the Developer will be deemed expired, and the Members shall elect a total of seven (7) Board members whose terms shall be staggered according to the following schedule:

Three (3) directors for a one-year term;
Two (2) directors for a two-year term; and
Two (2) directors for a three-year term.

The Board will determine which directors will serve for which term. When the initial terms expire, all subsequent terms shall be for one (1) year. Directors may be re-elected an unlimited number of times.

4.3 **Removal.** Any elected Director may be removed from the Board, with or without cause, by a vote of sixty-six and two-thirds percent (66 2/3%) of the Members of the Association. In the event of death, resignation or removal of a Director, such Director's successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of the predecessor.

4.4 **Compensation.** No Director shall receive compensation for any service rendered to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of duties. Further, the Board shall be compensated for their time, based upon a fair and reasonable hourly rate, in having to respond to threats of litigation and/or defend litigation.

4.5 **Action Taken Without a Meeting.** The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V **NOMINATION AND ELECTION OF DIRECTORS**

5.1 **Nomination.** Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members or directors of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine,

but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-members.

5.2 **Election.** Election to the Board of Directors shall be by secret written ballot if there are more names placed into nomination than there are Director positions. If seven (7) or less names are placed into nomination, the vote may be by voice acclamation, if a vote by voice acclamation is approved by a majority of the Members present at the meeting. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Dedication. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI MEETINGS OF DIRECTORS

6.1 **Regular Meetings.** Regular meetings of the Board of Directors shall be held on a semiannual basis without notice, at such place and hour as may be fixed from time to time by the Board.

6.2 **Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days notice to each Director.

6.3 **Quorum.** A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

7.1 **Powers.** The Board of Directors shall have the power to:

(A) To 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 Bylaws, and to regulate the use of the Common Area and facilities, and the personal conduct of the Members and their guests, licensees and tenants thereon, and to establish penalties for violation of such rules and regulations.

(B) Suspend the voting rights and right to use the Recreational Facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association.

(C) Suspend the voting rights and the right to use the Recreational Facilities of a Member who (i) commits a felony or misdemeanor on or near the Recreational Facilities, (ii) engages in any act or conduct which endangers public safety, (iii) directly or indirectly (through others) unlawfully trespasses upon the Recreational Facilities, (iv) is under the influence of drugs, alcohol or other substance resulting in conduct in which the Member appears to be a danger to themselves or others, (v) commits an action which constitutes gross negligence or willful misconduct in violation of the Covenants or these Bylaws, and (vi) commits any other act that the Board reasonably determines constitutes misconduct that is harmful to other Members, their family and guests. The Board shall determine, in its sole discretion, the length of the suspension of voting rights and the suspension of the right to use the Recreational Facilities.

(D) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Deed of Dedication.

(E) Declare the office of a Board of Director to be vacant in the event such Director shall be absent from three (3) consecutive regular meetings of the Board of Directors.

(F) Employ a manager, an independent contractor, or such other employees as they deem necessary, subject to availability of funds, and to prescribe their duties.

(G) Enforce the obligation of every Owner to maintain the Common Areas, including such plants, trees and landscaping as shall be placed thereon, and to charge reasonable fees and make assessments for the maintenance of all landscaping, mowing, repair, clearing of the Common Areas and streets, and compliance with the rules and regulations of the City of Coweta related to the Property.

(H) Dedicate or transfer all or any part of the Association's obligations herein to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Association and such agency, authority or utility, including but not limited to the right to bill, collect and enforce assessments and liens for unpaid assessments.

(I) To prosecute or defend in the name of the Association any action affecting or relating to the Common Areas and all other Property in the best interests of enforcing and preserving all covenants, conditions and restrictions of the Dedication.

(J) To retain legal counsel and/or accountants to assist the Board with matters related to the Association.

7.2 **Duties.** It shall be the duty of the Board of Directors to:

(A) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at

any special meeting when such statement is requested in writing by fifty percent (50%) of the Members entitled to vote thereat.

(B) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(C) As more fully provided in the Dedication to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice electronically or by traditional mailing of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date, or to bring an action at law against the Owner personally obligated to pay the same.

(D) issue, or to cause an appropriate officer or his designee to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(E) cause all officers or employees having fiscal responsibilities to be bonded, if they deem it necessary;

(F) cause any Common Area, utility services and any personal property associated therewith to be maintained;

(G) shall keep in place a general liability insurance policy for the benefit of the Homeowners Association of not less than one million dollars (\$1,000,000.00);

(H) shall insure all physical properties of the Homeowners Association as it deems to be necessary and appropriate.

ARTICLE VIII **OFFICERS AND THEIR DUTIES**

8.1 **Enumeration.** The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

8.2 **Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

8.3 **Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless such officer shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

8.4 **Special Appointments.** The Board may elect such other officers, as the affairs of the Association may require, who shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

8.5 **Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

8.6 **Vacancies.** A vacancy in any office will be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

8.7 **Multiple Offices.** The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 8.4 of this Article.

8.8 **Duties.** The duties of the officers are as follows:

(A) **President.** The President shall be the official spokesperson of the Association and shall have general supervision of the affairs of the Association. The President shall preside at all meetings of the Board of Directors. The President shall also see to it that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments; and, shall co-sign promissory notes; and may also sign checks.

(B) **Vice-President.** The Vice-President shall act in the place and instead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

(C) **Secretary.** The Secretary 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; and, shall perform such other duties as required by the Board.

(D) **Treasurer.** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by

resolution of the Board of Directors; may sign all checks and promissory notes of the Association; keep proper books of accounts; cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year if directed to do so by the Board of Directors, and, shall prepare the annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX COMMITTEES

The Board of Directors shall appoint a Nominating Committee, as provided in these Bylaws. The Board of Directors may appoint committees to manage or oversee various functions and activities as it deems appropriate.

ARTICLE X BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Dedication, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be obtained at a reasonable cost.

ARTICLE XI ASSESSMENTS

Pursuant to the Dedication, each Member is obligated to pay to the Association annual maintenance and special assessments for capital improvements, to be established and collected as hereafter set forth and secured by a continuing lien upon the Lot(s) against which each assessment is made: \$0 per empty lot and \$300 per lot that contains an occupied house effective January 1, 2025.

11.1 **Initial Assessment.** The initial assessment commenced on June 30, 2019 and was \$300.00 per lot. Effective January 1, 2025, the assessment shall be \$300.00 per lot that contains an occupied house; provided, however, that the Board of Directors may increase or decrease the assessment each year subsequent to the initial assessment year by not more than twenty-five percent (25%) per year. Assessments for the Lots in each Phase may be established, without regard to the conditions of the preceding sentence, provided that such assessments shall be fair and equitable, in the discretionary judgment of the Board of Directors. Larger increases may be made with the prior consent of sixty-six and two-thirds percent (66 2/3%) of the votes of the Members entitled to vote who are present in person or by proxy at a meeting duly called for this purpose.

11.2 **Special Assessments.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto. Any proposed special assessment that is in an amount greater than twenty-five (25%) of the previous year's budget shall require the affirmative vote of sixty-six and two-thirds percent (66 2/3%) of the votes of Members entitled to vote who are present in person or by proxy at a meeting duly called for this purpose.

11.3 **Assessment Rate.** Both annual and special assessments shall be fixed at a uniform rate for each Lot; provided, however, that the first annual assessment for each Lot shall be adjusted based on the number of days remaining in the calendar year.

11.4 **Determination.** The Board of Directors shall fix the amount of each annual assessment at least thirty (30) days prior to the commencement date of each annual assessment period. The due dates for payment of the annual assessments shall be established by the Board of

Directors, and the Board of Directors may provide for the payment of the annual assessments on a monthly basis, semi-annual basis, or annual basis. Written notice of the annual assessment and the due dates for payment shall be sent to each Owner. The omission or failure of the Board of Directors to timely fix the annual assessment or to give notice thereof shall not be deemed a waiver or release of any Owner from the obligation to pay the assessment when fixed, and notice thereof given.

11.5 **Certificates.** The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

11.6 **Liens.** An assessment which is not paid when due; shall be delinquent and shall constitute a lien on the lot, in which, the assessment is made. If the assessment is not paid by the due date, a late fee not to exceed fifty dollars (\$50.00) shall be assessed. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at a rate of interest of eighteen percent (18%), per annum, provided it does not exceed the maximum rate of interest allowed by law, and the Association or its assignee may bring an action at law against the Owner personally obligated to pay the same, or foreclose its lien against the Lot, or both, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of the assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area, or abandonment of his Lot. Assessment liens shall continue for a period of the termination of the judicial proceeding and the sale of such Lot pursuant to execution of judgment.

11.7 **Priority.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien; provided, however, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve the Lot from the lien for assessments thereafter becoming due.

ARTICLE XII **INDEMNIFICATION**

12.1 **Indemnification of Directors and Officers.** The Association shall indemnify and defend every director, officer, agent and employee, and any former director, officer, agent and employee against all loss, costs and expenses, including attorney's fees, reasonably incurred in connection with any action, suit, or proceeding to which such person may be made a party by reason of being or having been a director, officer, agent or employee of the Association, except for matters in which such person shall be finally adjudged to be liable for gross negligence, fraud or embezzlement. No indemnification shall be provided for acts constituting gross negligence, fraud or embezzlement. The foregoing rights shall not be exclusive of other rights to which such director, officer, agent or employee may be entitled.

ARTICLE XIII **AMENDMENTS**

13.1 **Amendment Procedures.** These Bylaws may be amended and/or modified by a majority vote of the Board of Directors at a regular or special meeting of the Board. In the alternative, these Bylaws may be amended upon recommendation by the Board of Directors and approved by Members.

(A) **Board Recommendation.** A proposed amendment shall be recommended by the Board of Directors, at a regular or special meeting of the Board, by a vote of a majority of Directors presently entitled. to vote.

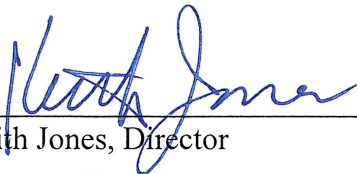
(B) **Member Approval.** Upon recommendation by the Board of Directors, the amendment shall be passed by the Members, at a regular or special meeting of the Members, by a vote of sixty-six and two-thirds percent (66 2/3%) of the Members presently entitled to vote and present at the meeting in person or by proxy.

13.2 **Conflict.** In the case of any conflict between the Articles of Incorporation and these Bylaws, the Bylaws shall control; and, in the case of any conflict between the Deed of Dedication and these Bylaws, the Bylaws shall control.

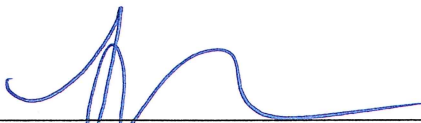
**ARTICLE XIV
MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the last day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Directors of the Wynstone Homeowners Association, Inc., have hereunto set our hands this 24th day of July 2024.



Keith Jones, Director



Lindsey Lorusso, Director



Jessica Marquette, Director



Taylor Thornton, Director

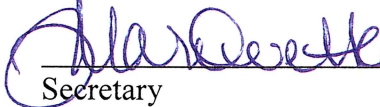
CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the Secretary of the Wynstone Homeowners Association, Inc., an Oklahoma corporation; and

THAT the foregoing Amended and Restated Bylaws constitute the current Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 24th day of July 2024.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 24th day of July 2024.



Secretary

EXHIBIT "A"

PROXY

The undersigned member of Wynstone Homeowners Association, Inc., an Oklahoma not-for-profit corporation (the "Corporation"), hereby nominates and appoints _____, as my true and lawful attorney-in-fact and proxy, with the power of substitution to vote my entire interest as a member of the Corporation. This proxy is to be effective for:

- _____ 1. One meeting only, to be held at _____ p.m. on the _____ day of _____, 20____, or
- _____ 2. For all meetings held by the Corporation until this proxy is withdrawn by the undersigned member.

This proxy may be withdrawn by the undersigned member giving written notice to the Corporation or by the member personally appearing at the meeting to vote. Said attorney-in-fact shall have all the powers the undersigned would possess if personally present and acting at such meeting.

Member

Address