

[CONFORMED]

Prepared September 2009 By GABLEGOTWALS

**BYLAWS OF  
FLINT RIDGE PROPERTY OWNERS ASSOCIATION, INC.**

**ARTICLE I. – NAME AND LOCATION**

The name of the corporation is FLINT RIDGE PROPERTY OWNERS ASSOCIATION, INC. (“Association”). The Association is an Oklahoma corporation with the principal office located at One Pioneer Court, Kansas, Oklahoma 74347 or such other location as determined by the Association Board of Directors. The name and address of the Association’s registered agent shall be on file with the Oklahoma Secretary of State and may be changed from time to time as provided by law.

**ARTICLE II. – SEAL**

The Association’s corporate seal shall be in a circular form and shall bear the name of the Association and such other language as is required by Oklahoma law.

**ARTICLE III. – DEFINITIONS**

Unless the context otherwise specifies or requires, the terms utilized herein shall be defined as provided in the Deed of Dedication and Protective Covenants for Flint Ridge No. 1 – Amended, and any additions made thereto (collectively “Protective Covenants”).

1. “**Members**” means those persons who are record owners of at least one residential lot at Flint Ridge, as shown by a recorded deed or recorded contract for deed.
2. “**Affiliates**” means those persons who hold a lease in conformity with Article XIII hereof and have paid the required membership fee in effect.
3. “**Guests**” means those persons invited upon the premises of Flint Ridge by a Member or Affiliate.
4. “**Granting Member**” means a Member who leases his residential lot at Flint Ridge.
5. “**Family Member**” means those spouses, sons, daughters, and/or other dependents who reside with a Member or Affiliate living in Flint Ridge.
6. “**Timely Pay**” means the payment of any Assessment, Dues, Costs, Fees or Fines when due or not later than ten (10) days after its due date.
7. “**Association**” or “**POA**” means the Flint Ridge Property Owners Association, Inc.

8. **“Assessments, Dues, Costs, Fees and Fines”** mean those monetary amounts which the Association or its agents may charge against a Member, Affiliate, Family Member or Guest. These are also charges against the property owned, leased, or occupied by the offending Member, Affiliate, Family Member or the Member or Affiliate who hosts the offending Guest.
9. **“Watchers”** means those persons who Association management designates, as volunteers or paid employees, to attend activities or to monitor common property and the Amenities in order to ensure compliance with the Standing Rules, Bylaws, and Protective Covenants.
10. **“ACC”** means the Architectural Control Committee.
11. **“Motorized Vehicle”** means all vehicles powered by fuels or electricity including ATVs, motorcycles, motor bikes, motor scooters and similar vehicles.
12. **“Fee Schedule”** means a written document on file at the Association office which reveals the then current schedule of Costs and Fines which the Association may charge Members, Affiliates, Family Members and Guests for services provided or Fines assessed through enforcement of the Standing Rules, Bylaws, and Protective Covenants.
13. **“Standing Rules”** means those rules which the Board of Directors (Board) has enacted pursuant to the Protective Covenants in order to preserve and maintain the values and the Amenities and other property in Flint Ridge
14. **“Amenities”** means the Roadways, Club House, Restaurant, Golf Course, Round House, Rental Cabins, Swimming Pools, Camp Grounds, Tennis Courts, Bear Lake, Clear Lake, Canoes, the Illinois River and Shore, and other common areas so designated by the Board and any activities thereon or related thereto.

#### **ARTICLE IV. – MEETING OF MEMBERS**

##### **1. ANNUAL MEETINGS**

The annual meeting of the Members shall be held on the last Saturday of each May, at 10:00 a.m. at the Association Clubhouse meeting room for the purpose of electing Directors and for the transacting of other business as may come before the meeting.

If the election of Directors is not held on the day specified above, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Members. Such special meeting shall occur not more than thirty (30) days before or after the specified time for the annual meeting.

Notice other than this Bylaw need not be given of the annual meeting unless it is to be conducted as a special meeting and/or at a time and place other than as specified for the regular annual meeting. The Board may designate a different reasonable time or place for the annual

meeting; provided such meeting shall occur not more than thirty (30) days before or after the specified time for the annual meeting.

In such event, notice shall be by publication in the Association's Newsletter which shall be mailed to each known Member and Affiliate at his last known address, not less than ten (10) days nor more than forty (40) days before the rescheduled or relocated meeting. Notice shall also be posted at the Association office and at two (2) other conspicuous locations within Flint Ridge not less than ten (10) days nor more than forty (40) days prior to the rescheduled or relocated annual meeting.

## **2. MEMBERSHIP INPUT MEETINGS OF GENERAL MANAGER**

The General Manager shall hold meetings either quarterly or more often, the frequency to be at his discretion, in which the only business or agenda will be to hear any cares, concerns or suggestions from Members. In the event such meetings are held, the Manager shall establish and apply such rules of procedure for the conducting of the meeting, as he deems reasonable and necessary. Notice of such meetings will be by posting of same in the Association office and two (2) other conspicuous locations within Flint Ridge at least seventy-two (72) hours prior to the meeting.

The General Manager shall report to the Board any concerns the he feels needs Board attention, and those items shall be addressed at the following Board meetings. **AMENDED DECEMBER 6, 2008**

## **3. SPECIAL MEETINGS**

Special meetings of the Members may be called by the Board or by Members possessing one-fifth of the eligible total votes of the membership as evidenced by the membership records maintained at the Association office. Written request signed by the requisite number of Directors or Members must be delivered to the Association office. Notice of the special meeting shall be by publication in the Association's Newsletter that last precedes the special meeting which shall be mailed to each known Member and Affiliate at his last known address. Notice shall also be posted at the Association office and two (2) other conspicuous locations within Flint Ridge not less than ten (10) days nor more than forty (40) days prior to the special meeting. Minutes of the special meeting shall be read at the next regular monthly meeting of the Members and shall include any action or vote taken.

## **4. NOTICES**

Any notice of meetings required to be posted shall contain the agenda of items to be considered, the time, date and place of the meeting.

## **5. ENTITLEMENT TO VOTE**

At any meeting of Members, a Member entitled to vote may vote in person, by proxy or by absentee ballot.

A Member's right to vote shall be determined in accordance with the Protective Covenants and these Bylaws.

The voting rights of a Member who is delinquent in payment of any Assessments, Dues, Costs, Fees or Fines shall be suspended during the period of delinquency.

Pursuant to the Protective Covenants, Assessments and Dues, together with interest thereon and the costs of collection, shall be a charge on the respective residential lots and shall be secured by a continuing lien on such lots until such amounts are paid, even if ownership of such lots changes. Record owners of residential lots encumbered by such liens have no voting rights, nor the enjoyment rights to the amenities, until such liens have been released after payment of the full amount of all Assessments and Dues applicable to such lots, together with interest thereon and costs of collection. **AMENDED August 29, 2009.**

## **6. CLOSING OF MEMBERSHIP BOOKS**

For the purpose of determining Members entitled to vote at any meeting of Members or any adjournment thereof or in order to make a determination of Members for any other proper purpose, the Board may provide that a list of Members be established at least thirty (30) days prior to any meeting. If the membership book shall be closed for the purpose of determining Members entitled to vote, such books shall be closed for at least thirty (30) days immediately preceding such meeting.

In lieu of closing the membership book, the Board may fix in advance a record date on which the determination shall be made. The record date shall be not more than thirty (30) days and, in case of a meeting of Members, not less than ten (10) days prior to the date on which the particular action requiring such determination of Members is to be taken.

If the membership book is not closed and no record date is fixed for the determination of Members entitled to vote at a meeting of Members, the date on which notice of the meeting is first given as provided by these Bylaws, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been provided, such determination shall apply to any adjournment thereof.

## **7. VOTING LISTS**

The officer or agent having charge of the Association membership books shall maintain and keep current a list or record of Members entitled to vote. Such list or record shall be available at the Association office for inspection during any regular business hour by any Member. The list or record shall be prima facie evidence as to who are the Members entitled to examine such lists or records or to vote at any meeting of Members. .

## **8. QUORUM**

The presence at any meeting, in person, or by proxy, of Members entitled to cast sixty percent (60%) of all of the membership votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called immediately after adjournment of the preceding meeting and notice of such subsequent meeting will be deemed waived by the

commencement of such subsequent meeting. The required quorum at any subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided, however, that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

## **9. VOTING**

A Member's right to cast votes shall be determined in accordance with the Articles of Incorporation, Protective Covenants and these Bylaws:

### **A. In-Person Voting**

Pursuant to Article V.4. of these Bylaws, voting in an election to select Association Directors will be by secret ballot as will all elections specifically provided for or required pursuant to the Articles of Incorporation, Protective Covenants or these Bylaws. Ballots for in-person voting will be provided to Members entitled to vote at the annual meeting or special meeting.

### **B. Absentee Voting**

Absentee ballots for all elections as enumerated in Article IV.9.A. above, will be provided by the Association upon request of the Member. The Member voting must deliver the absentee ballot in person or by mail to the Association office so that it is received not less than forty-eight (48) hours before the day and hour of any scheduled election in which the vote is to be cast.

### **C. Proxy Voting**

A proxy shall be in writing signed by the member himself, or by a sufficiently authorized person. It must designate the person authorized to vote the proxy. The proxy shall be valid no more than three (3) years from the date of its execution unless said proxy provides for a longer period. An executed proxy must be received in the Association office no less than forty-eight (48) hours before the day and hour of the election in which the proxy is to be voted.

The person authorized to vote the proxy may do so by attending any meeting in which the proxy vote is cast or by following the procedures for absentee voting.

**AMENDED MARCH 31, 2007**

## **10. ORDER OF BUSINESS**

The order of business at all meetings of the Members shall be as follows:

- A. Roll call;
- B. Proof of notice of meeting (if required) or a waiver of notice;
- C. Reading of minutes of preceding meeting;

- D. Reports of Officers;
- E. Reports of Committees;
- F. Election of Directors;
- G. Unfinished business;
- H. New business; and
- I. Adjournment.

## **11. INFORMAL ACTION BY MEMBERS**

Any action required by law to be taken or any action which may be taken at a meeting of the Members may be taken without a meeting if a written consent setting forth the action taken shall be signed by all Members entitled to vote with respect to the subject matter thereof.

## **ARTICLE V. – BOARD OF DIRECTORS**

### **1. TERM OF OFFICE**

The affairs of the Association shall be managed by its Board of Directors, composed of a maximum of seven (7) Directors, whose terms shall be as prescribed in the Association Articles of Incorporation. Directors need not be residents of Oklahoma but shall be Members in good standing. For the purpose of these Bylaws, the term “in good standing” means that the Member is not delinquent in payment of Assessments, Dues, Costs, Fees or Fines and is not currently under suspension from any Amenities at Flint Ridge.

### **2. COMPOSITION**

The establishment of the Board of Directors shall be as stated in the Articles of Incorporation.

### **3. METHOD OF NOMINATION**

Candidates for election shall file a letter of intent prior to the regular monthly membership meeting for the month that immediately precedes the annual meeting of the Members. The Board shall, at that regular monthly membership meeting, introduce all bona fide candidates. Additionally, the Board shall post in the Association office a sample ballot containing the names of all bona fide candidates not less than ten (10) days prior to the annual meeting.

### **4. METHOD OF ELECTION OF BOARD OF DIRECTORS**

The Board of Directors shall be elected by secret ballot and in accordance with Article IV, Sections 1, 5, 8 and 9. Members may cast in respect to each vacancy as many votes as they are entitled to exercise under the provisions of the Protective Covenants and these Bylaws.

Cumulative voting shall not be permitted. Those persons receiving the largest number of votes shall be elected.

## **5. RESIGNATION AND REMOVAL**

Any Director may resign from his or her position on the Board by giving written notice to any other Director. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

The unexcused absence of any Director from two (2) consecutive regular meetings of the Board shall be deemed a resignation. Determination of whether an absence is excused will be by majority vote of the Board. Any Director may be removed from the Board at an Annual Meeting of the membership, with or without cause, by a majority of the membership votes entitled to vote at the time, provided that (i) the matter of removal, including the name of the Director(s) sought to be removed must be on the Agenda for the meeting, and (ii) the Agenda for the meeting must be included in a notice of the meeting to be posted at the Association office and at least two(2) other conspicuous locations within Flint Ridge, not less than thirty (30) days prior to that meeting. **AMENDED SEPTEMBER 27, 2008**

## **6. VACANCIES**

In the event of a Director's death, resignation, or removal, his successor shall be selected by the remaining Directors and shall serve for the unexpired term of his predecessor as provided, however, that no Member shall be appointed as Director more than once. **AMENDED SEPTEMBER 27, 2008**

## **7. COMPENSATION**

No Director shall receive compensation for service to the Association while serving in that capacity. A Director may be reimbursed for his actual expenses incurred in the performance of his duties as a Director. No Director shall serve as an employee of the Association while he is a Director thereof. If an employee of the Association is elected to the Board, he shall be deemed to have resigned employment with the Association. If a Director accepts employment with the Association, he shall immediately resign from the Board and not begin employment with the Association until such resignation is effective. While a Director may contract with the Association to provide materials or supplies, such materials or supplies shall be of the lowest price and best quality and said transaction shall be approved by the Board with the contracting Director not participating in the vote to determine approval.

## **ARTICLE VI. – MEETINGS OF DIRECTORS**

### **1. ANNUAL MEETING OF BOARD OF DIRECTORS**

The annual meeting of the Board of Directors shall be held immediately following the annual meeting of the Members and on the same day and at the same location. The annual meeting of the Members and this Bylaw will constitute notice of the annual meeting of the

Board. The Board may recess their annual meeting and reconvene at a later time and different location as long as such action is announced at the annual board meeting in an open session prior to the recess.

## **2. REGULAR MEETING OF BOARD OF DIRECTORS**

The Board of Directors shall hold regular monthly meetings. Such meetings will be held on the last Saturday of each month at 9.00 am. at the Deer Valley Club House. This Bylaw constitutes notice of the meeting unless such meeting is to be held at a different time or place in which event notice of same shall be given to the Directors in accordance with Article VI.4 of these Bylaws.

## **3. SPECIAL MEETINGS OF BOARD OF DIRECTORS**

Special meetings of the Board may be called by or at the request of the President or any two (2) Directors. The person or persons authorized to call special Board meetings may fix any place, either within or without the State of Oklahoma, as the place for holding any special Board meeting.

## **4. NOTICE OF SPECIAL BOARD OF DIRECTORS MEETING**

Notice of any special Board meeting shall be given to the Directors at least seventy-two (72) hours prior thereto. The notice shall be accomplished by mail, telegram, telephone, fax, e-mail or in person communication. Any Director may waive notice of any special meeting. In addition, the attendance of a Director at any such meeting shall constitute a waiver of notice of such meeting unless the Director attends only for the purpose of objecting to the transaction of any business because the meeting is not lawfully convened. Neither the business to be transacted at, nor the purpose of, any special Board meeting need be specified in the notice or waiver of notice unless specifically required by law or by these Bylaws. Notice of the special Board meeting shall also be posted at the Association office and two (2) other conspicuous locations within Flint Ridge. Minutes of the special Board meeting shall be read at the next regular monthly Board meeting and shall include any action or vote taken.

## **5. EMERGENCY BOARD OF DIRECTORS MEETINGS**

Emergency Board meetings may be called by the President or any two (2) Directors for the purpose of addressing matters of immediacy, because their nature or subject do not permit the time for notices otherwise required by these Bylaws. In the event such a meeting is convened, there must be in attendance no less than a majority of the Directors and no action can be taken thereat unless such action is concurred on by at least four (4) Directors. Minutes of any emergency meeting shall be read at the next regular monthly Board meeting and shall include any action or vote taken.

## **6. MEMBERSHIP INPUT MEETINGS OF BOARD**

The Board at its discretion may from time to time hold meetings in which the only business or agenda will be to hear any cares, concerns or suggestions from Members. In the event such meetings are held, the Directors shall establish and apply such rules of procedure for

the conducting of the meeting as they deem reasonable and necessary. Notice of such meetings will be by posting of same in the Association office and two (2) other conspicuous locations within Flint Ridge at least seventy-two (72) hours prior to the meeting.

## **7. QUORUM**

A majority of the number of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors; but if less than a majority of the Directors is present at said meeting, a majority of the Directors present may adjourn the meeting from time to time with no further notice.

## **8. EXECUTIVE SESSIONS**

All meetings of the Board shall be open to Members and Affiliates except that the President or acting President may call the Board into executive session for discussion of personnel matters, legal matters, or real estate transactions or for hearings on infractions of recorded adopted policies and procedures. The Board of Directors shall not vote or take any formal action while in an executive session.

## **9. VOTING BY BOARD OF DIRECTORS**

The act of a majority of the Directors present at a meeting at which a quorum is present in a duly constituted meeting of the Board shall be the act of the Board of Directors, unless the act of a greater number is required by law, the Articles of Incorporation, or these Bylaws.

## **10. INFORMAL ACTION BY BOARD OF DIRECTORS**

Any action required by law to be taken or any action which may be taken at a meeting of Directors, may be taken without a formal meeting if a written consent setting forth the action taken shall be signed by all of the Directors. Such consent when so signed shall be deemed and may be referred to as "Minutes of the Board of Directors" of the date on which signed.

# **ARTICLE VII. – POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

## **1. POWERS OF BOARD OF DIRECTORS**

The Board of Directors shall have power to:

- A. Exercise for the Association all powers, duties and authority vested in or delegated to this Association by law, the Articles of Incorporation, and the Protective Covenants and not reserved to the membership by other provisions of the Articles of Incorporation, the Protective Covenants or these Bylaws.
- B. Employ a manager, independent contractors or such other employees as they deem necessary, and to prescribe their duties.
- C. Establish and assess monetary Costs, Fines or other penalties for violations of the Standing Rules, Bylaws, and Protective Covenants; attach and affix unpaid Fines

and other unpaid Fees as delinquent dues to the Association and thereby a lien against property; suspend enjoyment rights to the Amenities for violations of the Standing Rules, Bylaws, and Protective Covenants; and prescribe remedies to abate nuisances existing within Flint Ridge.

- D. Establish a body and procedures for the hearings of any appeal by a Member, Affiliate, Family Member or Guest from an abatement action or the assessment of a Fine or suspension.

## **2. DUTIES OF THE BOARD OF DIRECTORS**

The Board shall have the duty to exercise its power and authority and see that the duties as described in the Articles of Incorporation, Protective Covenants, and these Bylaws, are carried out, all for the benefit of the Members. Those duties shall include, but not be limited to:

- A. Keeping a complete record of all its corporate affairs including the Book of Resolutions, making such records available for inspection by any Member or his agent or attorneys and presenting an annual statement thereof to the Members;
- B. Supervising all Officers, agents and employees of the Association and seeing that their duties are properly performed;
- C. Presenting at each annual meeting of the Members a full and clear statement of the Association's financial condition, including a reasonably detailed balance sheet and disbursement statement all in such form and manner as the Board may determine or as may be otherwise required;
- D. Issuing upon demand by any Member a certificate setting forth whether or not any assessment has been paid and giving evidence thereof for which a reasonable charge may be made;
- E. Fixing annual, special and partial assessments at an amount sufficient to meet the obligations imposed by the Protective Covenants;
- F. Appointing such committees of the Board as prescribed in Article XI of these Bylaws and creating committees comprised either in whole or in part of non-Director Members which may provide non-binding recommendations to corresponding committees of the Board or to the Board but shall not have authority to bind the Association to any expenditure of Association funds or commitment of Association assets;
- G. Exercising their powers and duties in good faith, with a view to the interests of the property owners; and
- H. Carrying out the duties of the Association as enumerated in the Protective Covenants, the Articles of Incorporation and these Bylaws.

## ARTICLE VIII. – OFFICERS OF THE ASSOCIATION

### 1. ENUMERATION OF OFFICERS

The Officers of the Association shall be a President, who shall at all times be a Member of the Board of Directors, a Vice President, a Secretary, a Treasurer and such other Officers as the Board may from time to time create by resolution.

### 2. ELECTION OF OFFICERS

Board Members shall elect Officers at the annual meeting of the Board of Directors.

### 3. TERM

Officers shall be elected annually and each shall hold office for one year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

### 4. RESIGNATION AND REMOVAL

The Board may remove any Officer from office with or without cause. Any Officer may resign at any time by giving written notice to any other Director. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

### 5. VACANCIES

The Board may appoint a Director to fill a vacancy in any office of the Board. The Officer appointed to fill, such vacancy shall serve for the remainder of the term of the Officer he replaces.

### 6. MULTIPLE OFFICES

The offices of President and Vice President, and President and Secretary may not be held by the same person.

### 7. DUTIES OF OFFICERS

The duties of the Officers are as follows:

- A. President. The President shall preside at all Board meetings. The President shall see that Board orders and Resolutions are carried out. The President may sign, with the Secretary or any other duly authorized Officer, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board, these Bylaws, or statute to some other Officer or agent of the Association. In general, the President shall perform all duties

incident to the office of President and such other duties as from time to time the Board may assign.

- B. Vice President. In the absence of the President or in the event of the inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in order of their election), shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time the President or Board may assign.
- C. Secretary. The Secretary shall keep the minutes of the meetings of the Members and of the Board of Directors in one or more books provided for that purpose; give all notices in accordance with the provisions of these Bylaws or as required by law; be the custodian of the corporate records and of the Association seal, and affix the Association seal to all documents, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these Bylaws; keep a register of the last known mailing address of each Member and Affiliate which shall be furnished to the Secretary by each Member and Affiliate; and, in general, perform such other duties as from time to time the President or Board may assign.
- D. Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sums and with such sureties as the Board shall determine. The Association shall pay the cost of such bond. The Treasurer shall have charge and custody of and be responsible for all association funds and securities; receive and give receipts for monies due and payable to the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Bylaws; cause an annual audit of the Association books to be made at the completion of each full fiscal year; be the chief officer responsible for the preparation of an annual budget and a statement of income and expenditures to be presented to the Board and to the membership at their regular annual meetings; and, in general, perform such other duties as from time to time the President or Board may assign.
- E. Assistant Treasurers and Assistant Secretaries. If required by the Board of Directors, the Assistant Treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board shall determine. The Association shall pay the cost of such bond. The Assistant Treasurers and Assistant Secretaries shall, in general, perform such duties as from time to time the Board or President may assign.

#### **ARTICLE IX. – FISCAL YEAR**

The Association's fiscal year 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.

## **ARTICLE X. – INDEMNIFICATION**

The Association shall indemnify each Officer and Director, in consideration of his services as such, to the extent permitted by law against expenses and liabilities reasonably incurred by him in connection with the defense of any action, suit, or proceeding, civil or criminal, to which he may be a party by reason of being or having been a Director or Officer. The foregoing right of indemnification shall not be exclusive of any other rights to which the Director or Officer may be entitled by law, agreement, or vote of the Members.

## **ARTICLE XI. – COMMITTEES OF DIRECTORS**

### **1. CREATION OF COMMITTEES OF DIRECTORS**

The Board, by resolution adopted by a majority of the Directors, may designate and appoint one or more committees, each of which shall consist of two (2) or more Directors. The committees, to the extent provided in the resolution, shall have and exercise the authority of the Board in Association management. However, no such committee shall have the authority of the Board in reference to amending, altering or repealing the Bylaws; electing, appointing or removing any Member of any such committee or any Director or Officer; amending the Articles of Incorporation; adopting a plan of merger or adopting a plan of consolidation with another corporation; authorizing the sale, lease, exchange or mortgage of all or substantially all of the Association property and assets; authorizing the voluntary dissolution of the Association or revoking proceedings therefor; adopting a plan for the distribution of Association assets; or amending, altering or repealing any Board resolution which by its terms provides that it shall not be amended, altered or repealed by such committee. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board, or any individual Director, of any responsibility imposed by law.

### **2. CONTENTS OF RESOLUTION CREATING COMMITTEES OF DIRECTORS**

The Board's resolution creating each committee shall set forth the number of Members, the committee's name and the committee's duties. No such resolution shall authorize any committee or its Members to vary or act inconsistently with the Articles of Incorporation, the Protective Covenants, these Bylaws, Board resolutions, personnel policies, purchasing policies, or other Board policies.

All actions of the committees may be reviewed and upon the motion of any Director approved by majority vote of the Board of Directors.

### **3. EXECUTIVE COMMITTEE.**

The Board of Directors shall create an Executive Committee which shall be comprised of at least four Board Members. The committee is the only committee which may be authorized by the resolution of its creation to obligate and bind the Association for expenditure of Association funds or transfer of Association property or any other Association assets. If the Executive Committee is so authorized by the creating resolution and exercises that authority to bind the Association, expend Association funds, transfer Association property or any other asset, such actions must be by unanimous vote of the Committee Members.

**4. TERM OF OFFICE FOR BOARD OF DIRECTORS COMMITTEE MEMBERS**

Each Committee Member shall continue as such until the next annual Board meeting and until his successor is appointed, unless the committee shall be sooner terminated or unless the Member is removed from the committee or ceases to qualify as a Member thereof.

**5. CHAIRMAN OF BOARD OF DIRECTORS COMMITTEES**

One Member of each committee shall be appointed Chairman by the person or persons authorized to appoint the Members thereof.

**6. VACANCIES WITHIN COMMITTEES OF BOARD OF DIRECTORS**

Vacancies in the membership of any committee may be filled by appointment made in the same manner as provided in the case of the original appointment

**7. QUORUM FOR MEETINGS OF COMMITTEES OF BOARD OF DIRECTORS**

Except as provided above and unless otherwise provided in the Board resolution designating a committee, a majority of the whole committee shall constitute a quorum and the act of the majority of the Members present at a meeting at which a quorum is present shall be the act of the committee.

**8. RULES OF BOARD OF DIRECTORS COMMITTEES**

Each committee may adopt rules for the operation of the committee not inconsistent with these Bylaws, the Articles of Incorporation, or the Protective Covenants, except that no committee shall have power to perpetuate itself, change its scope of authority, change its membership, or change its number without a majority vote of the Board of Directors.

**ARTICLE XII. – CONTRACTS, CHECKS, DEPOSITS AND FUNDS**

**1. CONTRACTS**

The Board may authorize any Association Officer(s) or agent(s), in addition to the Officer so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association. Such authority may be general or confined to specific instances.

**2. CHECKS AND DRAFTS**

All checks, drafts or orders for the payment of money, notes or other evidences or indebtedness issued in the name of the Association shall be signed by such Association Officer(s) or agent(s) and in such a manner as shall from time to time be determined by Board resolution. In the absence of such resolution, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the Association President or a Vice President.

### **3. DEPOSITS**

All Association funds shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board may select.

### **4. GIFTS**

The Board of Directors may accept on behalf of the Association any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Association.

## **ARTICLE XIII. – POLICIES, REMEDIES, AND ENFORCEMENT PROCEDURES**

### **1. PREAMBLE**

These Bylaws establishing rules, policies, remedies and procedures for their enforcement are promulgated in order to promote and secure the safety, health and welfare of Members, Affiliates, Family Members, Guests, and all those who may be legally present on Flint Ridge premises. These provisions are also established in order to preserve and protect the Flint Ridge properties and assist in the enforcement of the Protective Covenants of the Flint Ridge Community.

### **2. STANDING RULES**

In addition to these Bylaws, the Board has enacted or approved certain policies and rules relating to use of the Amenities at Flint Ridge. The Board has also enacted or approved certain policies and rules relating to making reservations for the Amenities; obtaining building permits; sale of Flint Ridge properties; animal control; security; and procedures for making suggestions, complaints, and grievances. The Board may from time to time modify existing rules or enact new rules. These Standing Rules are available at the Association office and/or may be posted at relevant sites.

### **3. VIOLATIONS**

Any Member, Affiliate, Family Member, Guest, or other person upon Flint Ridge property who violates any Standing Rule, Bylaw or Protective Covenant is subject to a Fine per the Fee Schedule or these Bylaws or to suspension of enjoyment rights of the Amenities for a period not to exceed thirty (30) days per violation.

### **4. LEASES**

- A. No monthly rentals shall occur and all leases must be for a term of no less than six (6) months in duration.
- B. Prior to any occupation of a premises by a lessee, all such leases must be filed of record in the appropriate county and a copy of same (bearing the filing stamps) filed with the Association office.

- C. When a lease is granted, the Granting Member shall notify the Association office of same prior to the lessee occupying the subject premises.
- D. The Granting Member, in addition to filing copies of a lease with the Association (pursuant to B above) shall present in person the lessee to the Association office in order to carry out the processing of the new Affiliate.
- E. The granting of a lease does not excuse that Granting Member from the responsibility to pay monthly assessments on all lots owned by that Member including the property under lease and further for any special Assessments, Dues, Costs, Fees, or Fines that may be required of Members. Granting Members shall sign an agreement with the Association, guaranteeing payment of all Assessments, Dues, Costs, Fees and Fines which may be assessed against the lessee.
- F. Lessees shall complete an information form for the Association office and pay the processing fee per the Fee Schedule. In addition, if contractually bound to do so, the Affiliate shall pay a monthly assessment on the property equal to the Granting Member's monthly assessment on the property occupied by the Affiliate. In the event the Affiliate does not Timely Pay such assessment, the Granting Member is responsible for same and shall pay upon request from the Association.
- G. Failure of the Affiliate or Member to Timely Pay such Assessments, Dues, Costs, Fees or Fines as required by the Articles of Incorporation, Protective Covenants, or these Bylaws shall result in the suspension of the Granting Member's and Affiliate's enjoyment rights to the Amenities along with any other penalties or enforcement procedures available to the Association. This suspension shall include the Granting Member's and Affiliate's Family Members and Guests.
- H. In the event a Member is delinquent in payment of Assessments, Dues, Costs, Fees or Fines on the property under lease, or upon any other property at Flint Ridge owned by the Member, then not only shall the Member be subject to suspension of membership rights but his lessee shall also be so subject. Members who lease must advise their lessee of this provision and in addition both the Member and Affiliate must sign an agreement of same with the Association prior to receiving any status as an Affiliate.
- I. Granting Members shall, upon the expiration or cancellation of a lease, notify the Association office of such event and shall also recover any gate card and sticker issued based on that lease. Failure to collect and turn into the Association office any such gate card shall result in a Fine per the Fee Schedule.
- J. A Member who leases another Member's property may thereby be both a Member and an Affiliate. In such an instance, if the Member/Affiliate is delinquent on Assessments, Dues, Costs, Fees, or Fines on any properties in which he holds an interest, the Association may suspend the Member/Affiliate's enjoyment rights to the Amenities along with any other penalties or enforcement procedures available

to the Association, even if Assessments, Dues, Costs, Fees or Fines are current on one of the properties in which the Member has an interest.

- K. No Affiliate status will be granted by the Association to persons leasing property from a Granting Member who is in arrears in Assessments, Dues, Costs, Fees or Fines.

## **5. GUESTS**

- A. Only Members or Affiliates over the age of eighteen (18) may sponsor Guests at Flint Ridge. If the child of a Member or Affiliate is to have a Guest, then the Member or Affiliate must make the arrangements the same as with any Guest visiting them at Flint Ridge.
- B. Members or Affiliates who expect to host more than ten (10) Guests at Flint Ridge at any time should notify Association management for permission, which permission shall not be unreasonably withheld. Members or Affiliates shall be in the presence of their Guests while the Guests are on the premises of Flint Ridge, unless prior arrangements have been made with Association management.
- C. Members and Affiliates shall be responsible for their Guest's conduct and shall be liable for any Fine or penalty assessed because of the Guest's conduct. Such Fine or penalty shall become a charge against the property owned or occupied by the Guest's host until paid.
- D. Hosts shall present each Guest and each Guest's automobile to the Association office for registration and obtaining a Guest placard and place card. The place card must be displayed in the front window of the Guest's automobile and will include the license number, the Guest's name, and the Affiliate's or Member's name who is sponsoring that Guest. Hosts shall ensure that all such cards and placards are returned to the office when the Guest's visit is ended.
- E. Any deviation from these Bylaws will be permitted only if there is prior approval by Association management.

## **6. GATE-IDENTIFICATION CARDS**

- A. All gate cards remain the property of the Association and subject to the rules and regulations controlling their usage.
- B. Gate cards shall be issued only to Members, Affiliates, Family Members or Service Persons pursuant to the following rules:
  - 1. Members and Affiliates may obtain gate cards for themselves and their Family Members who are over the age of 16, possess a valid driver's license and reside with the member or affiliate living in Flint Ridge. If such card is not surrendered to the Association within fifteen (15) days of the ending of the holder's ownership, lease or other basis for properly

possessing a gate card, the deposit in its entirety shall be deemed forfeited to the Association.

2. Members shall surrender all gate cards issued to him and his Family Members when that Member's property is sold or transferred. A Member shall also surrender a Family Member's gate card when that Family Member ceases to reside with the Member or otherwise is no longer qualified to possess the gate card.
3. Affiliates shall surrender all gate cards issued to him and his Family Members when that Affiliate's status as a lessee ceases. An Affiliate shall also surrender a Family Member's gate card when the Family Member ceases to reside with the Affiliate or otherwise is no longer qualified to possess the gate card.
4. Members, Affiliates and Family Members must surrender gate cards within fifteen (15) days after the ending of the lease, transfer of property or disqualification to possess a gate card. The Member is responsible for the return of his Family Member's gate card. The Granting Member and the Affiliate are responsible for the return of the Affiliate's and his Family Member's gate cards.
5. Members, Affiliates, and Family Members shall present their gate cards upon request of Association security, Watchers, or ACC Members.
6. Gate card holders shall not allow Members, Affiliates, non-Members or non-Affiliates to use their gate cards. Such gate cards shall be confiscated and shall not be returned to the person to whom it was originally issued except and until the Fine is paid and any period of suspension has ended.
7. Lost gate cards may be replaced upon the forfeiture of the original gate card fee, application for a replacement card, payment of the fee for the replacement card per the Fee Schedule, and payment of any Fine.

## **7. AMENITIES**

- A. Members, Affiliates, Family Members, Guests and any others who may be lawfully at any of the Amenities shall comply with all Standing Rules, Bylaws, and Protective Covenants regarding the same. Those rules are available in the Association office and may be posted at the site.
- B. Members, Affiliates, Family Members, Guests and others who may be lawfully on the property of Flint Ridge adjacent to the Illinois River or in the River itself, shall also comply with all rules of the Scenic River Commission and Oklahoma laws pertaining to the Illinois River and its use.
- C. Violations of the rules of the Scenic River Commission or laws of the State of Oklahoma or the Environmental Protection Agency pertaining to the use of the

Illinois River shall also be considered violations of Bylaws and punishable pursuant to the provisions set out above.

## **8. ROADS AND ROADWAYS**

- A. Members, Affiliates, Family Members, their Guests and any person operating a Motorized Vehicle on Flint Ridge roads or roadways, shall cooperate fully with Association security officers at all times. “Fully cooperating” includes but is not limited to:
  - 1. Pulling to the side of the road or roadway and bringing their vehicle to a stop when requested or signaled to do so, and
  - 2. Producing identification in the form of driver’s license, a gate card and, when appropriate, a Guest pass.
- B. All persons using the roads and roadways of Flint Ridge shall comply with the legal speed limit for Flint Ridge which is 25 m.p.h. unless posted otherwise.
- C. Any accident on Flint Ridge roads, roadways or property shall be reported without delay to the Association security force. Those involved in the accident shall fully cooperate in any investigation conducted.
- D. All Motorized Vehicles including ATVs and 4-wheelers shall be operated only on roads and roadways and other designated areas approved by the Board of Directors.
- E. All Motorized Vehicles must be operated by a licensed driver who has been issued and possesses a legal driver’s license issued by a state within the United States; however, children 13 years of age and older may operate properly registered ATV’s and 4-wheelers if supervised by a licensed adult.
- F. Motorized Vehicles operated at Flint Ridge must first be registered at the Association office. The Association may charge an administrative fee to cover any expenses related to such registration. All identifying registration markers shall be affixed to the Motorized Vehicle prior to its operation at Flint Ridge. The identifying markers shall be affixed to the front driver’s side corner of windshield on each Motorized Vehicle, where possible, or as otherwise directed.
- G. Motorized Vehicle operators shall obey all traffic signs.
- H. Motorized Vehicle operators shall cooperate fully with Association gate guards and security officers at the entrance gates of Flint Ridge and shall assist the guards and officers by providing, upon request, identification and information relating to admittance onto Flint Ridge property.

- I. Members, Affiliates, Family Members, Guests and other persons on the roadways at Flint Ridge must properly maintain the identifying markers in or on their Motorized Vehicles in a clean, legible and visible condition.
- J. Any violation of the above provisions are subject to a fine per the fee schedule on file in the POA office. Fines are subject to double in the event of a subsequent violation within 1 year (365 days) of the first violation.

**9. CITATIONS FOR VIOLATIONS OF STANDING RULES, BYLAWS AND PROTECTIVE COVENANTS**

- A. The Association Board, Manager, or security force may issue citations for violations of the Standing Rules, Bylaws or the Protective Covenants, provided the ACC may issue citations for violations of those Standing Rules, Bylaws, and Protective Covenants relating to the duties and responsibilities of the ACC.
- B. The Association security force shall serve citations, provided the Association security force or the ACC may serve citations issued by the ACC.
- C. The Board may issue a notice of suspension of enjoyment rights to the Amenities. Members of the security force will serve such notice or notice maybe mailed to the last address of record.
- D. Citations shall be in writing and shall inform the Member, Affiliate, Family Member, or Guest of the nature of the violation, the penalty applicable and the right to protest the same before the Violations Hearing Committee and procedure for doing so. In the instance of violations by Family Members, the citation will be directed to both the Family Member and the Member or Affiliate with whom he resides. In the case of citations for Guests, the citation will be issued to both the Guest and his host Member or Affiliate.
- E. Members or Affiliates, within five (5) days of the date of the citation, may protest a citation issued to them, their Family Members or Guests by filling out a protest notification form available at the Association office.
- F. If no protest is made, the Member or Affiliate who has received a citation or whose Family Member or Guest has received a citation must pay the Fine at the Association office within fifteen (15) days of the date of the citation. If the Member or Affiliate fails to pay the Fine within fifteen (15) days, the Fine shall become a charge against the property of the Member or Affiliate. The Board may also suspend the Member, Affiliate, Family Members and Guests from enjoyment rights to the Amenities for a period not to exceed thirty (30) days. The Board may review and renew this suspension every thirty (30) days during which the Fine remains unpaid.
- G. A copy of all citations issued will be maintained in the Association office for at least six (6) months from the date of its issue.

## 10. VIOLATIONS HEARING COMMITTEE

- A. The Board shall appoint three (3) Members over the age of twenty-one (21) who reside at Flint Ridge to serve as Members of the Violations Hearing Committee. Additionally the Board also shall appoint two (2) alternate Members with the same qualifications. The alternate Members will serve in the event regular Members are unable to attend a particular hearing or session or if regular Members are disqualified from participating because of relationship to the person protesting the citation.
- B. The Violations Hearing Committee shall meet each month to hear protests that have been filed with the Association concerning citations. The Association will prepare and provide to the Violations Hearing Committee monthly dockets of the protests to be heard, listing the protestor and violation.
- C. The Violations Hearing Committee shall have the authority to examine citations; read any reports applicable to the citation; hear witnesses, including the recipient of the citation being protested; and make a determination if the citation will be upheld or withdrawn.
- D. The Violations Hearing Committee shall deliberate in private, though the hearing itself will be in public. Determinations of whether to uphold or withdraw the citation shall be by majority vote of the Committee Members participating. The Committee shall inform the citation recipient of its determination.
- E. If a citation is upheld, the result will be noted on the docket and the citation recipient shall be directed to pay the specified Fine within three (3) days of the hearing. If the citation is withdrawn, the same will be noted on the docket. All dockets will be retained in the Association office for no less than six (6) months from the date of the determination.
- F. If a protestor fails to appear at the hearing on the scheduled date, the Committee shall uphold the citation unless the protestor has in advance advised the Committee of a valid reason why he cannot attend at the scheduled time. At the Committee's discretion, the matter may be set for hearing on the next docket.
- G. If the protestor fails to pay a Fine assessed and upheld within the three (3) days, the Fine shall become a charge against the property of the Member or Affiliate who received the citation or with whom the Family Member or Guest is associated. If the protestor fails to pay the Fine within thirty (30) days, the Board may also suspend the protestor and/or Member or Affiliate associated with the protestor from enjoyment rights to the Amenities for a period not to exceed thirty (30) days. The Board may review and renew this suspension every thirty (30) days during which the Fine remains unpaid.

## 11. GENERAL VIOLATIONS PROVISIONS

- A. The Fines, per the Fee Schedule, shall double when any Member, Affiliate, Family Member or Guest violates the same Standing Rule, Bylaw, or Protective Covenant within twelve months of the last violation of the same Standing Rule, Bylaw, or Protective Covenant.
- B. The Association Manager, Board or security force may issue citations against Members, Affiliates, Family Members and/or Guests:
  - 1. who violate any provision of the Standing Rules, Bylaws, or Protective Covenants;
  - 2. who assist or encourage trespassing onto Flint Ridge;
  - 3. for use of any Amenity while under suspension of rights thereto;
  - 4. for hunting on any portion or part of Flint Ridge;
  - 5. for any damage to Flint Ridge property or to the property of another at Flint Ridge, including damage to or removal of trees, rocks or earth from such property;
  - 6. for violation of any cease and desist letter issued by the ACC, including but not limited to Sections 10 through 16 of the Deed of Dedication;
  - 7. Members, Affiliates, their spouses, children or guests who violate the rules and provisions applicable to animal control at Flint Ridge and which rules and provisions are on file at the office of the POA shall be subject to a fine as prescribed by the fee schedule on file in the POA office.
  - 8. for any physical or verbal abuse directed at any Association employee, Board Member, ACC Member, Watcher, Violations Hearing Committee Member, Committee Member, or security officer while occupied in the discharge of their duties and responsibilities on behalf of the Association. "Physical or verbal abuse" as used herein means hitting; slapping or taking hold of or touching or the use of words of derision, cursing, accusing or threatening words or expressions. If such violation would be a violation of Oklahoma law, it is similarly a violation of these Bylaws; or
  - 9. who interfere with or disrupt any meeting of the Members, the Board of Directors or any Association Committee. "Interfere" or "disrupt" as used herein means refusal after warning, to abide by the rules of order adopted and utilized for the conducting of any such meeting or failing, after request and warning, to obey instructions of the presiding official at any such meeting.

- C. Any Fine, charge for repair, or charge for cleaning shall be a charge against the property of the Member with whom the Affiliate, Family Member or Guest is associated until paid.
- D. The Association Manager, Board or security force may call law enforcement for any violation of the Standing Rules, Bylaws, or Protective Covenants that would also be a violation of Oklahoma law.
- E. The Association Board may suspend a violating Member, Affiliate, Family Member, or Guest from enjoyment rights to the Amenities for a period not to exceed thirty (30) days per violation and may review and renew this suspension every thirty (30) days during which the Fine remains unpaid..

## **12. PAYMENT OF ASSESSMENTS AND DUES**

Members shall pay all Assessments and Dues at the Association office on or before the 10th day of each month. The Board shall notify Members of any change in Assessments and Dues at least thirty (30) days prior to the change becoming effective. Failure to Timely Pay Assessments and Dues shall result in a ten percent (10%) per annum administrative fee or late charge which may be compounded as well as in suspension of enjoyment rights to the Amenities.

## **ARTICLE XIV. – MISCELLANEOUS**

### **1. AMENDMENTS TO BYLAWS**

These Bylaws may be amended by either:

- A. A vote of at least four (4) Directors in any regular or special meeting of the Board provided that notice of that meeting and the proposed amendments have been posted at the Association office and at least two (2) other conspicuous locations within Flint Ridge not less than fifteen (15) days prior to that meeting.
- B. A vote of the majority of Members attending the annual meeting qualified to vote thereat, provided that notice of that meeting and the proposed amendments have been posted at the Association office and at least two (2) other conspicuous locations within Flint Ridge, not less than fifteen (15) days prior to that meeting.

**AMENDED SEPTEMBER 27, 2008**

### **2. WAIVER OF NOTICE**

Whenever any notice is required to be given under the provisions of Oklahoma law, the Articles of Incorporation, Protective Covenants or these Bylaws, a waiver thereof in 'writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall waive any such notice requirement. In addition, if a Member appears and participates in a meeting or election, except to voice an objection to the manner of notice, then such shall be deemed equivalent to giving of appropriate notice.

### **3. CONFLICTS BETWEEN DOCUMENTS**

in the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; in the case of any conflict between the Protective Covenants and these Bylaws, the Protective Covenant shall control; in the case of any conflict between the Bylaws and the Standing Rules, the Bylaws shall control.

### **4. CHANGE OF ADDRESS OF DIRECTORS**

Each Director and Officer shall notify the Secretary immediately of any change of address; failure to do so shall constitute a waiver of any notice required to be given to such Director or Officer. This is not intended to relieve the Association of its obligation of notifying such Director or Officer; however, the Association can rely on the address last appearing on the books of the Association for the sending of notice.

