



OWASSO HOMESTEAD HOMEOWNERS ASSOCIATION

PO BOX 685

OWASSO, OKLAHOMA 74055

Covenants, Conditions and Restrictions 2021 Updates
Certificate of Ascertainment

Whereas, the Secretary of the Owasso Homestead Homeowners Association Board as provided by the Bylaws duly canvassed the votes cast for all Covenants, Conditions and Restrictions updates presented at the November 2021 annual meeting and according to said canvass as shown in the abstract of votes cast by each household and submitted to the board of directors of the HOA for Owasso Homestead, the number of votes cast in the general election was as follows:

86 affirmative votes to accept the proposed CC&R updates.

7 opposed votes to accept the proposed CC&R updates.

Total of 93 votes.

81 votes required

Therefore, I, Aaron Radford, President of the Homeowners Association of Owasso Homestead in obedience to and by virtue of the power and authority vested in me by the Bylaws of Owasso Homestead Homeowners Association, Do hereby certify that these updates were duly chosen by the qualified votes of the homeowners of Owasso Homestead.

In testimony whereof, I have hereunto set my hand. Signed This day January 30th, 2022.

APPROVED
CITY OF CLAREMORE—ROGERS COUNTY
METROPOLITAN AREA PLANNING
COMMISSION
DATE January 31, 2022
SIGNED Brittany Senter
Deputy Director TITLE

Aaron Radford
Aaron Radford
President
Sarah Yanez
Sarah Yanez
Secretary

OKLAHOMA NOTARY ACKNOWLEDGMENT

State of Oklahoma

County of Washington

The foregoing instrument was acknowledged before me on 30 January 2022 (date)
by Sarah Yarek
Aaron Radford (name(s) of person(s)).

(Seal, if any)



Bogahdah Ruth Ball

Signature of Notarial Officer

Notary Public, State of Oklahoma
Commission # 19012667
Title (and Rank)

My commission expires: 23 December 2023



OWASSO HOMESTEAD HOMEOWNERS ASSOCIATION

DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS

Amended and Restated
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR HOMESTEAD

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Amended and Restated
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR HOMESTEAD

Homestead is an area of distinctive landscape and natural beauty. It is the desire and intent of the Homestead Homeowners Association (HOA, or Association), to maintain a residential community in which such beauty shall be substantially preserved and enhanced by the creation and enforcement of development standards. Such standards shall apply to all lots located in the subdivision described as:

A tract of land located in the Northwest quarter (NW/4) and the Northeast quarter (NE/ 4) of Section twenty-seven (27) of Township twenty-one (21) North and Range fourteen (14) East of the Indian Base and Meridian (I.B.&M.), according to the U.S. Government survey, thereof; Rogers County, state of Oklahoma; being more particularly described as follows:

Beginning at the NW corner of the NE/4 of Sec. 27, T-21-N, R-14-E, I.B.&M.; Thence N 88°38'11" E a distance of 661.49 feet to the NE corner of the W/2 W/2 of said NE/4; Thence S 01°14'15" E along the East line of said W/2 W/2 NE/4 a distance of 2249.19 feet; Thence N 88°39'37" E a distance of 661.95 feet to the East line of the W/2 of said NE/4; Thence S 01°14'58" E a distance of 389.30 feet to the SE corner of said W/2 NE/4 being on the North boundary of Cornerstone Addition II, according to the

recorded plat; Thence S 88°44'36" W along the North boundary of said Cornerstone Addition II and Cornerstone Addition III, according to the recorded plat, a distance of 1324.06 feet; Thence S 88°37'30" W a distance of 2208.15 feet to a point on the South line of the NW/4 of said Sec. 27; Thence N 23°13'11" E a distance of 380.64 feet; Thence along a curve to the right having a radius of 320.00 feet, a central angle of 21°29'50", a chord bearing of N 21°14'45" W, a chord length of 119.36 feet for a distance of 120.06 feet; Thence S 79°30'10" W a distance of 175.00; Thence N 01°06'56" E a distance of 199.28 feet; Thence N 13°53'09" E a distance of 20.00 feet; Thence N 25°55'15" E a distance of 188.99 feet; Thence N 34°42'00" E a distance of 260.00 feet; Thence N 17°59'56" E a distance of 269.46 feet; Thence N 31°43'13" E a distance of 159.00 feet; Thence N 39°43'42" E a distance of 158.50 feet; Thence N 49°30'18" E a distance of 158.50 feet; Thence N 59°16'55" E a distance of 158.50 feet; Thence N 77°33'24" E a distance of 313.07 feet; Thence N 28°38'02" E a

distance of 299.91 feet; Thence N 88°38'02" E a distance of 230.00 feet; Thence N 28°38'02" E a distance of 199.76 feet; Thence N 88°38'02" E a distance of 327.51 feet; Thence N 17°33'28" E a distance of 155.57 feet; Thence N 31°11'29" E a distance of 278.62 feet; Thence N 01°21'58" W a distance of 50.00 feet; Thence N 88°38'02" E a distance of 159.60 feet to the Point of Beginning, and containing 139.292 acres, more or less.

Basis of bearing is the Oklahoma state plane coordinate system.

Has caused the same to be engineered, surveyed, staked and platted into lots, blocks, streets and reserve areas in conformity to the accompanying plat and survey thereof, which plat is made a part hereof (the "plat"), and has caused the same to be named Homestead, an subdivision in Rogers County, State of Oklahoma (the "subdivision").

The HOA, being the successor to SOC's Development, LLC and the established Covenants, Conditions and Restrictions (CC&Rs), does hereby declare to follow the protective CC&Rs to maintain a compatible system of development and to preserve the character of Homestead.

ARTICLE I RESIDENTIAL DWELLING AND LOT IMPROVEMENTS

1. **DWELLINGS.** Unless waived by the Association in writing, the following standards shall apply to all dwellings in the subdivision:
 - A. **Dwelling Size.** All single-story dwellings shall have a minimum living space of at least 2,500 square feet. Dwellings in excess of a single story shall have a minimum living space of 2,500 square feet at the lower level and a total minimum living space of at least 3,000 square feet. Square footage shall be computed on measurements over frame of the living space, exclusive of porches, patios, and garages. Homes shall not exceed two stories.
 - B. **Dwellings Exterior.** All dwellings shall have at hundred percent (100%) of the exterior walls thereof comprised of brick or stone. The front exterior walls of the dwelling shall be 100% comprised of brick or stone to the ground line; provided, however, that the area of all windows, covered porches and doors located in the exterior walls shall be excluded in the determination of the area of said exterior walls. In all cases, the masonry shall extend to the ground line, whereby the foundation shall be concealed. The roof of the dwelling shall have a pitch of at least 10/12 over 75 percent of the total roof area, and none of the roof area shall have a pitch of less than 4/12. Roof materials shall be heritage II or equal composition shingles and shall be dark earth tone in color to resemble weathered wood. All external roof vents and plumbing shall be painted to match the color of the roof. Dwelling paint colors shall be subtle natural hues and must be approved by the Architectural Control Committee.

- C. **Dwelling Maintenance.** Peeling paint on houses, mailboxes, or other allowed structures should be repaired within 60 days of the paint issue becoming visible. The Architectural Control Committee is responsible for evaluating complaints and determining the needs for paint repair.
 - D. **Garages.** All dwellings shall have attached garages suitable for accommodating a minimum of three (3) standard size automobiles. All garages shall be accessed by an overhead garage door. All attached overhead garage doors shall face the side or rear yard. No attached garages shall face toward any street except for those dwellings located on a corner lot. Carports shall not be permitted.
 - E. **Patio Covers.** All patio coverings shall be an integral part of the residence such that they are contained within the roof line and shall be constructed with the same design, shingle, color, and material as the residence.
 - F. **Driveways.** All driveways into a lot from any street shall be constructed of concrete and shall not be less than fourteen (14) feet in width and shall extend to the edge of the street surface material. Each driveway will have headwalls constructed of masonry to match the brick of the home. The drainage culverts underneath the driveways shall be smooth round steel pipe or smooth round High Density Polyethylene pipe and sized as shown on the final plat. The ends of such culverts shall not extend beyond the headwalls.
 - G. **Mailboxes.** All mailboxes will use masonry enclosures/structures matching masonry used on the house exterior.
 - H. **Sodding and Landscaping.** Upon completion of construction of any residence, the owner shall be responsible for carefully reestablishing the final grade of the lot in order to permit the free flow of stormwater. The front yard of each lot shall be fully sodded to the edge of asphalt. The rear and side yard shall be fully sodded to the property line. Grass should be mowed regularly, and flower beds and yards should not have an excessive number of weeds. The height of the grass and weeds are not to exceed 6 inches. The Architectural Control Committee is responsible for evaluating complaints and determining the needs for lawn maintenance.
 - I. **Retaining Walls.** Each lot owner shall be responsible for the maintenance and upkeep of any existing retaining walls located on their respective lot. Each lot owner shall be responsible for the design, construction, maintenance, and upkeep of any new retaining walls built on their respective lot. All materials used for a retaining wall shall be approved by the Architectural Control Committee. The removal of any retaining walls has to be approved by the Architectural Control Committee.
2. **APPROVAL OF PLANS.** For the purpose of further ensuring the development of the subdivision as an area of high standards, the Association reserves the power to control the buildings, structures and other improvements placed on each lot, as well as to make such exceptions to these covenants as the Association shall deem necessary and proper. In its review of plans or consideration of any request for waiver herein authorized, the Association may take into consideration the nature and character of the proposed

building or structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be constructed, and the harmony thereof with the surrounding area.

- A. **The Association** shall not be liable for any approval, disapproval or failure to approve hereunder, and its approval of building plans shall not constitute a warranty of or responsibility for building methods, materials, procedures, structural design, grading, drainage, restrictive covenant compliance or code compliance. The approval, disapproval, or failure to approve of any building plans shall not be deemed a waiver of any restrictions, unless the Association is herein authorized to grant the waiver and the Association did, in fact, grant the waiver. It is the responsibility of each lot owner, and not the Association, to ensure that such owner's grantor and/or builder has caused the subject lot and all improvements thereto, to be in full compliance with all relevant covenants and restrictions imposed upon the subdivision.
 - B. **The Respective Owner** of each dwelling and the owner's builder shall be responsible for all structural design, geotechnical design, grading, drainage, and all other structural aspects of the dwelling independent of the Association and the Association's engineer. Said owner and builder shall construct all aspects of the dwelling in accordance with all Federal, State, and County building codes.
3. **SETBACK LINES.** No buildings, outbuildings, structures, or parts thereof shall be constructed or maintained on lots nearer to the property lines than the setback lines provided herein or shown on the accompanying plat. Unless otherwise provided by easement or setback lines shown on the accompanying plat, the minimum building setback lines for dwellings or other outbuilding structures shall be:

Front Yard: 30 feet Driveway Side: 6 feet
Side Yard: 12 feet Back Yard: 25 feet
4. **FENCES.** The following restrictions shall pertain to fencing: No fence shall be erected, placed or altered on any lot nearer the street than the minimum setback lines established herein. No fence shall be erected on any lot closer to any street than the front of the main structure without the written approval of the Association, and no fence on any lot shall exceed four (4) feet in height without the written approval of the Association. No fences shall be constructed on overland drainage easements or upon walkway or access easements which in the opinion of the Association would impair or hinder the intended use thereof.
 - A. In the event a fence is erected upon a lot, such fence shall be a "wood post and 2-rail" structure with black vinyl chain link thereon only. A black border may be installed along the bottom of the chain link, not to exceed 6" in height. No privacy fences will be allowed except when used as a screen to cover waste containers or pool equipment. Such types of screens shall be no taller than 6 feet in height and must be approved by the Architectural Control Committee.

- B. The homeowner is responsible for the upkeep of any fence installed on their property and will keep those items in good repair. The Association reserves the right to enter upon such lots in order to maintain, repair such fencing in a manner which the Association, in its sole discretion, believes to be reasonable and appropriate, and the cost thereof shall be charged back to the lot owner as a lien and shall be governed by section 4.3 hereof.
5. **OUTBUILDINGS.** All tool sheds, hobby rooms or other outbuildings shall conform to the basic exterior paint colors of the dwelling. All such outbuildings shall be shingled with the same color and type of shingle as the main dwelling. All such outbuildings shall have a minimum floor area of 160 square feet not to exceed a maximum of floor area of 750 square feet. The maximum wall height for an outbuilding shall be 10 feet, and the roof line shall be no higher than the main dwelling. No outbuilding constructed elsewhere shall be moved into Homestead. All outbuildings shall be 100% masonry matching that of the main dwelling. All outbuildings must be fully enclosed. Overhead garage doors on an outbuilding may face the street. Outbuildings can be used for storage and pool houses. Construction plans and drawings must be submitted to the HOA Architectural Control Committee prior to construction. Property owner must obtain approval from the HOA Architectural Control Committee prior to construction. The HOA board reserves the right to require the property owner to remove or repair any outbuildings built without HOA Architectural Control Committee approval and/or found out of compliance with the covenant requirements. The cost thereof shall be borne by the lot owner as a lien and shall be governed by Section 4.3 hereof. All outbuildings must comply with setbacks established in section 1.3.
- A. Constructed Pergolas, Sunshades, Arbors, Gazebos, etc. shall be reviewed on a case-by-case basis by the Architectural Control Committee. All unattached coverings shall be constructed of wood, stone, vinyl, or other materials as approved by the Architectural Control Committee and painted/stained to an approved color that matches or compliments the main dwelling. Size, design and scale must be compatible with the Lot and the neighborhood, and proportional to the available open space as approved by the Architectural Control Committee. These structures will not be permitted on side or front yards.
6. **ANTENNAE.** No television, radio, or other antennae or reception devices, other than a twenty-four (24) inch or smaller television satellite dish, shall be constructed or maintained on any lot without the written approval of the Association.
7. **SWIMMING POOLS AND HOT TUBS.** No temporary above ground pools shall be allowed on any lot within Homestead. No pool or hot tub shall be higher than two (2) feet above ground level of the main dwelling. In-ground swimming pools (hereinafter collectively "pool") will be permitted on side or rear yards only. Pools shall be only of the in-ground or semi-in ground type and shall be constructed of fiberglass, concrete, or gunite concrete type materials. No pool shall be located closer to the street than the front line of the dwelling. No part of the completed installation of the pool shall be constructed and/ or sited nearer than the setbacks herein established. No pool shall be constructed and/ or sited on and/or across any overland drainage, walkway, access,

and/or utility easements. All pools shall be approved by the Architectural Control Committee prior to construction.

- A. A pool security barrier may be constructed around the perimeter of the pool deck. The barrier may be constructed of wrought iron or the like as approved by the Architectural Control Committee.
- B. Commercial hot tubs are permitted so long as they are on a concrete foundation, located behind the dwelling, and approved by the Architectural Control Committee prior to installation.

ARTICLE II Lot Use and Restrictions

1. **LOT USE.** Lots shall be used only for residential single-family purposes. No residential lot shall be used for any business, commercial, or manufacturing purpose. No residential lot may be subdivided to accommodate two or more separate owners or dwellings. No structure shall be placed, altered, erected or permitted to remain on any residential lot which exceeds two (2) stories in height. No dwelling not meeting a specific building code identified by the Association may be moved onto a residential lot. No structure of a temporary character may be used as a residence. No dwelling constructed elsewhere shall be moved into Homestead. No mobile homes shall be moved into or be present in Homestead.
2. **NOISE/NUISANCE.** No noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any residential lot which may be or may become an annoyance or nuisance to the subdivision. No exterior horn, whistle, bell, or other sound devices, except security and fire devices used exclusively for security and fire purposes, shall be located, used, or placed on a residential lot. Stereo speakers on the back patio are permitted. Activities expressly prohibited on residential lots are those which may be offensive by reason of odor, fumes, dust, smoke, noise, vibration, or pollution, or which are hazardous by reason of excessive danger, fire, or explosion.
3. **ANIMALS.** No snakes or exotic animals shall be kept on any residential lot. No animals, livestock, swine, goats, poultry of any kind shall be kept on any residential lot except for domesticated household pets. The only animals allowed to be kept on any residential lot will be domesticated Dogs and/or Cats. Provided, however, that no more than three (3) adult dogs and/or two (2) adult cats shall be maintained on any residential lot. Animals shall not be kept, bred or maintained for any commercial purposes and shall not be permitted on any lot which does not contain a dwelling being used as a residence. No kennels are permitted. All animals must be fenced in or kept on a leash. Animal shelters shall be screened from view from any street unless built in conformity to the requirement for outbuildings herein. Animals shall not be permitted to roam on the reserve areas. Excessive barking by any dog shall be reported to the Association and local law enforcement will be notified.

4. **LOT MAINTENANCE.** All residential lots shall be kept at all times in a neat, attractive, healthful and sanitary condition, and the owner or occupant of all residential lots shall keep all weeds and grass thereon cut and shall in no event use any residential lot for storage of materials or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon.
 - A. Grass should be mowed regularly, and flower beds and yards should not have an excessive number of weeds. The height of the grass and weeds are not to exceed 6 inches. The Architectural Control Committee is responsible for evaluating complaints and determining the needs for lawn maintenance.
 - B. All yard equipment or storage piles shall be kept screened from view of neighboring lots, streets or other property. All residential lots shall be kept in a clean, neat, and orderly manner. All residential lots and all easements thereon shall be kept clean, neat and mowed to the street.
 - C. The Association reserves the right for its agents or designees to enter upon any residential lot for the purpose of maintenance if a lot is not being maintained in a manner acceptable to the Association. The cost of such maintenance shall become a lien upon such lot and governed by Section 4.3 hereof.
5. **WIND GENERATORS/SOLAR COLLECTORS.** No wind generators or solar collectors shall be installed without the prior written approval of the Association.
6. **CLOTHES LINES.** The drying of clothes in public view is prohibited.
7. **AIRCRAFT.** No helicopters, hovercraft, or other aircraft shall be landed, stored or parked within the subdivision.
8. **AIR CONDITIONING REQUIREMENTS.** No window or wall-type air conditioning units shall be permitted.
9. **STORAGE.** No outside storage or keeping of building materials, tractors, mowers, equipment, implements or salvage shall be permitted. Building materials may be stored for a period of thirty (30) days prior to the start of construction. Construction shall be completed within nine (9) months after the pouring of the footing.
10. **VEHICLE STORAGE.** There are no driveway restrictions placed on residents' vehicles (or vehicles under their dominion and control) which are operable and routinely used (moved minimally once per week).
 - A. **OPERABLE, COMMON USE.** No vehicles shall be parked in any street for more than 24 hours during any 48-hour period. Exceptions can be made if the driveway is not available due to repair or replacement. In the event of a social gathering, parking in the street is allowed for the duration of the event as long as the flow of traffic is not impeded. No vehicles shall be parked, stood, or stored on any grassy area of any residential lot or common area. RVs, house trailers, camping trailers, boat trailers, hauling trailers, running gears, boats, or accessories thereto, will be able to be parked in residential driveways only for up to 48 hours at a time, but may not be stored on residential property. These restrictions shall not restrict vehicles, trucks, or other commercial vehicles

within the properties which are necessary for emergency, construction, or maintenance of residential dwellings, common areas, or lots.

- B. **INOPERABLE, RARELY USED.** No vehicles, motorcycles, motorbikes, ATVs, campers, RVs, trailers, boats, tractors, golf carts, or other recreational vehicles which are rarely used (moved less than once per week) or inoperable shall be openly kept, parked, stood or stored on any lot including the driveway. Such vehicles shall be stored within a garage or an appropriately constructed outbuilding. Inoperable vehicles shall not be repaired, constructed or allowed to be stored in such a manner as to be visible from any other property.

11. **SIGNS.** All signs shall be maintained by the homeowner to present a neat and professional appearance at all times. Damaged signs shall be removed from view or repaired, in a timely manner, for suitable display. Profane signs, protest signs, or signs with inflammatory or negative language are prohibited.

- A. **FOR SALE AND FOR RENT SIGNAGE.** One temporary sign per residential lot that advertises the property for sale or lease, not to exceed five (5) square feet, may be displayed. Only one "Open House" sign is allowed at the neighborhood entrance at any one time. No other directional signs may be placed within the neighborhood other than to highlight an "Open House" event, and only on the day of the open house. Owners of the property for sale or for rent shall be accountable for violations of these requirements, regardless of who erects the sign. One additional "Builder" sign, not to exceed five (5) square feet, is allowed for newly built homes for sale. All "For Sale", "For Rent", or "Builder" signs shall be removed within ten (10) days of the sale or rental of the property.
- B. **CONTRACTOR ADVERTISING SIGNAGE.** No permanent or temporary business, trade or commercial signs are allowed.
- C. **POLITICAL SIGNAGE.** A maximum of one (1) Political Sign per political office or ballot issue, not to exceed five (5) square feet, may be displayed per residential lot in accordance with provisions of Oklahoma law and during a period forty-five (45) days prior to the election day and until seven (7) days after the election day. Political Signs are permitted only on residential lots and shall not be placed in any common areas.
- D. **PET AND SECURITY SIGNS.** Each residential lot is allowed a maximum of two (2) "Beware of Dog" signs and/or "Security Signs" providing they are not obtrusive and do not exceed one (1) square foot in size.
- E. **GARAGE AND YARD SALE SIGNS.** A maximum of one (1) Garage/Yard Sale Sign, not to exceed five (5) square feet, is allowed per residential lot and may only be displayed during the announced date(s) of the sale. No "directional signage" to individual garage sales shall be permitted. The HOA may supply, professionally made, community-wide, general garage sale notice signage at the Homestead entrances advertising a community Garage/Yard sale event.
- F. **CELEBRATORY/OTHER SIGNS.** Celebratory/Special occasion signs such as graduations, birthdays, etc. may be displayed for no longer than ten (10) days and may exceed standard size limitations of five (5) square feet. Other signage,

including but not limited to, "Student of the Year", "Parent of Student", "Student Extracurricular Activities" signs, not to exceed five (5) square feet, may be displayed up to one (1) year. Each residential lot will be limited to three (3) signs of this nature at any given time. Permanently installed decorative signs are subject to the Architectural Committee review and approval.

12. **WASTE.** No residential lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. No burning of trash shall be permitted. All waste shall be kept in sanitary containers and all equipment for storage or disposal of such material and all residential lots shall be kept in a clean, neat, and orderly manner. Waste containers shall not be stored in the front of any residential property. If waste containers are stored outside, they must be placed on the side or back of the house against a wall or garage door, not to be stored nearer the street than the front of the main dwelling. To avoid attracting animals or diminishing the aesthetics of the community, trash cans and recycling bins stored outside must remain clean and be closed at all times. All waste, whether in containers or not, shall be placed at the curb no earlier than the day before pickup.
13. **WATER SERVICE.** Potable water shall be purchased from Rural Water District No.3, Rogers County, or its assignees. Irrigation and similar needs may be serviced by alternative sources of water if approved by the Association.
14. **SANITARY SEWER DISPOSAL.** Sewage shall be disposed of by individual on-site Oklahoma Department of Environmental Quality (ODEQ) approved aerobic sewage disposal systems. No other on-site individual sewage disposal systems shall be allowed without written approval from the HOA. All sewage disposal systems shall be installed and maintained in accordance with the rules and regulations set forth by the ODEQ.
 - A. Each residential lot owner is responsible for the maintenance and monitoring of any such system installed on their lot. If complaints are received regarding any sewage disposal system, the HOA reserves the right to designate an approved third-party contractor with experience in installing/maintaining aerobic sewage disposal systems for the purpose of performing regular maintenance and monitoring functions of all such systems within Homestead. The fees for such services may be satisfied through regular or special assessments imposed upon each lot.
 - B. In the event that an approved aerobic sewage disposal system is not desired, and a resident has a different system that is approved by the ODEQ, approval from the Architectural Control Committee must be given prior to installation.
15. **OWNER'S RESPONSIBILITIES.** The respective owner of each dwelling and the owner's builder shall be responsible for all structure design, geotechnical design, foundation design, grading, drainage, walls, and all other structural aspects of the dwelling and the lot respective independent of the Association and the Association's engineer. Said owner and builder shall construct all aspects of the dwelling in accordance with all Federal, State, and the Rogers County building codes.
16. **DRAINAGE.** Each lot shall receive and drain in an unobstructed manner the storm and surface waters from lots and drainage areas of higher elevation and from public streets

and easements. No lot owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across their lot. Property owners are responsible for drainage and erosion maintenance on and between adjacent lots. The Association expressly reserves the right to enter upon each lot for the purpose of resolving drainage issues related to adjacent or nearby lots.

17. **COMPLIANCE WITH CODE.** All residential lots are subject to the uses, restrictions and requirements of Rogers County, Oklahoma Department of Environmental Quality, or any other applicable state building codes.
18. **COMMON AREAS.** If, due to the act or omission of any owner, their family, tenants, contract purchasers, guests, licensees, or other invitees, the common area is damaged (normal wear and tear excepted) and maintenance, repair, or replacement shall be required thereby, then such owner shall pay for the full cost of such maintenance, repair and replacement as shall be determined by the Association.

ARTICLE III Property Owners' Association

1. **PROPERTY OWNERS' ASSOCIATION.** A property owners' association, known as "Owasso Homestead Association," an Oklahoma Not-For-Profit Corporation, has been or shall be established pursuant to 60 O.S. 1991, 851, et seq., to maintain the entryways and the reserve areas in the subdivision and for such other purposes as shall be deemed advisable. All lawful acts, if any, of Owasso Homestead Association (the "Association"), made under and pursuant to its certificate of incorporation and by-laws shall be binding upon the lots contained in the addition and the owners thereof. Membership in the association shall consist of all owners of lots in the addition and all owners of such additional property designated by the Association.
2. **ASSESSMENTS.** The following annual assessments shall be made on a per lot basis: \$200.00 per year per lot. Such assessments may be increased Ten percent (10%) per year by the board of directors of the association and up to Fifteen percent (15%) per year upon the affirmative vote of two thirds of the owners of lots in the subdivision. Such assessments shall be a lien upon the lot assessed. Any such lien may be foreclosed by the association and the lot owner shall be responsible for all costs and attorney's fees incurred by the association in connection with such suit. No lot shall be entitled to more than one (1) vote, regardless of the number of owners. No lot owned by the developer shall be subject to assessment. Annual assessments shall not apply to lots owned by the developer, builders, or unoccupied lots owned by others.

ARTICLE IV Prudential Considerations

1. **ENFORCEMENT.** Enforcement to restrain or to recover damages for violation of the covenants may be brought by the developer or an owner of any lot or having any

interest therein, whether acting jointly or severally, the association. The developer and the association shall not be obligated to enforce any covenant or restriction through legal proceedings or otherwise.

- A. Every owner and occupant of a lot shall comply with the governing documents as hereinafter defined. The board of directors of the association may impose sanctions for violation of the governing documents after notice and a hearing in accordance with the procedures set forth in the Bylaws. Such sanctions may include without limitation:

(1) imposing reasonable monetary fines which shall be a personal financial obligation and shall constitute a lien upon the violator's lot. In the event that any occupant, guest or invitee of a lot violates the governing documents and a fine is imposed, the fine shall first be assessed against the violator, provided, however, if the fine is not paid by the violator within the time set by the Board, the lot owner shall pay the fine upon notice from the Board; (2) exercising self-help or taking action to abate any violation of the governing documents in a non-emergency situation; (3) requiring a lot owner, at his or her own expense, to remove any structure or improvement on such owner's lot in violation of the government documents and to restore the lot to its previous condition. Upon the failure of the lot owner to do so, the board or its designee shall have the right to enter onto the lot, remove the violation and restore the lot to substantially the same condition as previously existed and any such action shall not be deemed a trespass, and (4) levying a specific assessment to cover costs in bringing a lot owner or a lot into compliance with the provisions of the governing documents, provided the board of directors shall give the lot owner prior written notice and an opportunity for a hearing, in accordance with the bylaws, before levying a specific assessment under this subsection.

- B. The Addition's governing documents shall consist of the following documents as they may be amended: (1) Articles of Incorporation of the Owasso Homestead Association, Inc., (2) By-laws of Owasso Homestead Association, Inc., (3) Plat and Deed of Dedication filed _____, 2018 in Book _____ at Page _____, records of the County Clerk of Rogers County, Oklahoma, and (4) resolutions of the Board of Directors of the Owasso Homestead Association, Inc. The governing documents apply to all lot owners and occupants of the property within the Addition as well as to their respective tenants, guest and invitees. If a dwelling on a lot is leased, the Lease shall provide that the tenant and all occupants of the leased lot are bound by and obligated to comply with the governing documents. If any Court should determine any provision of the governing documents is invalid or invalid as applied in a particular instance, such

determination shall not affect the validity of other provisions or applications of such provisions.

- C. The following covenants, conditions and restrictions of the recorded Plat of Owasso Homestead Addition shall not apply to the existing dwelling on Lot Two (2), of Block Twelve (12):

Article 1, paragraphs 1.1 B, C, D, E, G, and H; paragraph 1.4 B; paragraph 1.5.

Article II, paragraph 2.8.

Any revisions, modifications and/or additions to the existing dwelling and improvements on Lot Two (2) of Block Twelve (12) after the filing of the Declaration of Covenants, Conditions and Restrictions for Homestead shall be approved by the Architectural Control Committee in writing prior to the commencement of any revisions, modifications and/or additions to the dwelling or improvements on Lot Two (2) of Block Twelve (12).

2. **REMEDIES.** If any person shall violate or attempt to violate any of the covenants, conditions or restrictions herein, any person owning any real property in the addition shall have standing to prosecute any proceedings at law or in equity against the person violating the same to prevent the violation or to recover damages for such violation. In any action brought to enforce any provision hereof, the association, if the prevailing party, shall be entitled to an award of attorney's fees to be taxed as costs.
3. **SPECIAL ASSESSMENTS.** In the event that the owner of any lot shall violate any covenant herein the board of directors of the association or the developer shall have the right to enter upon said parcel and to remedy the violation. The cost for curing the violation shall thereupon be assessed against the lot and shall be a lien on such lot, which may be foreclosed as contained herein.
4. **NO WAIVER.** The failure of the grantor, or any successor in title, to enforce any given restriction or covenant, or condition at any time, shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these restrictions and protective
5. **WAIVER OF RIGHT OF RECOVERY.** Each owner shall be responsible for obtaining insurance coverage for the risk of bodily injury and physical loss or damages of any kind to his and his invitees' personal property, including, but not limited to, any personal property stored or located on property within the subdivision and with respect to his home. The association and each owner hereby waive and release any and all claims which they may have against any owner, the association, its directors and officers, the managing agent, if any, and their respective employees and agents, for damage to the lots, or the homes, or to any personal property located in the lots, or the homes, caused by fire, flood or other casualty, to the extent that such damage is insurable by fire, flood or other forms of casualty insurance, and to the extent possible, all such policies shall contain waivers of the insurer's rights to subrogation against any

owner, the association, its directors and officers, the managing agent, if any, and their respective employees and agents.

6. **SEVERABILITY.** Invalidation of any one of these covenants, restrictions or conditions shall not affect any of the other provisions, which shall remain in full force and effect.
7. **DISCLAIMER OF WARRANTY.** Except as expressly provided in writing, the Association makes no warranty, express or implied, regarding the subdivision or any improvement in the subdivision, the sufficiency of utilities, the stormwater management design, the workmanship, design or materials used in every improvement, including without limitation the common areas and including without limitation any express or implied warranty of merchantability, liability, fitness or suitability for any particular purpose or use or any warranty of quality.
8. **BINDING EFFECT; AMENDMENTS.** These covenants, conditions and restrictions are to run with the land, and shall be binding upon all parties and all persons claiming under them; Provided, however, the Association reserves the right to grant variances therefrom in particular cases and further provided that they may be amended as follows:
 - A. This declaration may be amended by the Association any time (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; (ii) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, to enable such lender or purchaser to make or purchase mortgage loans on the property subject to this declaration; (iii) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the property subject to this declaration; (iv) to correct errors and make clarifications or additions in this declaration; or (v) to modify or add to the provisions of this declaration to adequately cover situations and circumstances which the Association believes, in its reasonable judgment, have not been adequately covered and would not have a material and adverse effect on the marketability of lots. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Association to make or consent to any such amendment on behalf of each owner. Each deed, mortgage, other evidence of obligation or other instrument affecting a lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Association to make, execute and record such amendments. The right and power to make such amendments hereunder shall terminate at the turnover date.
 - B. This declaration may be amended by the affirmative vote of two thirds (2/3rds) of the total votes or by an instrument executed by one or more owners of at least two thirds (2/3rds) of the lots; except that the provisions of this paragraph may be amended only by an instrument executed by all of the owners. No amendment shall be effective until properly recorded. "Owners" shall not be deemed to include mortgagees or other persons holding liens on any lot and such

mortgagees and other lienholders shall not be required to join in any amendment to this declaration.

**ASSESSMENT AND FEES POLICY OF
OWASSO HOMESTEAD HOMEOWNER'S ASSOCIATION**

**An Oklahoma not-for-profit corporation
An Addition to Rogers County,
State of Oklahoma, according to the recorded Plat thereof
Addressing:
All Owasso Homestead Homeowner's Association Members**

**ARTICLE I
ASSESSMENTS**

Section 1.01 Definition

The annual assessment of Owasso Homestead Homeowner's Association shall be due for every platted lot each year. Current owner of the lot as per the Rogers County Records shall be the responsible party for payment. All assessments and fees shall be a lien against the property as defined in Article IV of the bylaws.

Section 1.02 Annual Assessment Amount

The annual assessment per lot shall be \$200.00 USD. This amount may be changed by up to 10% annually by a majority vote of the Board of Directors and by up to 20% by a majority vote of the members.

Section 1.03 Special Assessments

Special assessments may be levied by means of a majority vote of the membership. Special assessments shall be for directed purchases or activities as specified in the request to members.

**Article III
FEES**

Section 3.01 Fees for Violations of CC&R's

Any member or lot that is found to be in violation of the CC&R's shall be charged \$25 per day beginning thirty (30) days from the final warning notice date.

Section 3.02 Late Fees

All assessments and fees shall be subject to late charges if not paid per the following schedule:

- a) Annual Assessments will incur a \$25 per month fee if not paid within ten (10) days of due date.
- b) Special Assessments will incur a \$25 per month fee if not paid within thirty (30) days of due date.

**BYLAWS OF
OWASSO HOMESTEAD HOMEOWNER'S ASSOCIATION**

**An Oklahoma not-for-profit corporation
An Addition to Rogers County,
State of Oklahoma, according to the recorded Plat thereof
Addressing:
All Owasso Homestead Homeowner's Association Members**

**ARTICLE I
NAME AND LOCATION**

Section 1.01 Name

The name of this association shall be Owasso Homestead Homeowner's Association, also known as Homestead Homeowner's Association.

Section 1.02 Principal Mailing Address

Its principal mailing address shall be located at P.O. Box 685, Owasso, OK 74055. The Board of Directors, in its discretion, may change, from time to time, the location of the Principal Mailing Address.

Section 1.03 Meeting Sites

Meeting Sites shall be located at such places within the State of Oklahoma as the board of directors may from time to time determine.

Purpose

The Owasso Homestead Homeowner's Association is organized and shall be operated exclusively as a not-for-profit organization for the purpose of maintaining the entryway of the Addition, maintaining common areas owned by the Association, improving neighborhood relationships and enforcing the Covenants, Conditions and Restrictions for Homestead.

All present and future owners, mortgagees, lessees, invitees and occupants of the property within Homestead and their employees and any other persons who may use the property and facilities of the property are subject to these By-laws, the covenants, restrictions and conditions contained in the Declaration of Covenants, Conditions and Restrictions for Homestead and any rules, regulations or policies duly established by the Owasso Homestead Homeowner's Association. All household residents and guests will be subject to the regulations established by these by-laws.

**Article II
DEFINITIONS**

Definitions: The following words or phrases when used in the By-laws or any amendment thereof (unless the context shall prohibit) shall have the following meanings:

Association: The Owasso Homestead Homeowner's Association also known as Homestead Homeowner's Association.

Board: The duly elected Board of Directors of the Owasso Homestead Homeowner's Association.

By-Laws: The duly adopted By-laws of the Association and any amendments thereto.

Common Areas and Facilities: all property within Homestead designated for the mutual and common use and enjoyment of the owners in Homestead as set forth in the recorded Plat of Homestead. This

BYLAWS OF OWASSO HOMESTEAD HOMEOWNER'S ASSOCIATION

includes any facilities intended for mutual and common use and enjoyment which are or may hereafter be constructed upon or located upon any part of the common areas.

Homestead Addition: Refers to the Homestead Addition in Rogers County, State of Oklahoma, according to the recorded plat thereof.

Lot: Any plot of land as shown upon the recorded subdivision plat, re-plat or supplemental plat of Homestead Addition which is intended to be used for erection of a residence, which shall not include common areas, park areas, ponds, mutual access easements and related facilities.

Member: Membership in the association shall consist of all owners of lots in the Homestead Addition. Membership is mandatory for each recorded lot owner.

Member in Good Standing: A member as described above who has not had their voting rights suspended by the Board of Directors.

Voting Member: One Member in Good Standing per lot may vote in any member election.

Annual Fees: Homestead Homeowner's Association fees are considered annual fees.

Assessments: Additional fees above and beyond the annual Homeowner's fees are considered assessments.

Quorum: Except as otherwise provided in these By-Laws, or in the Declaration of Covenants, Conditions and Restrictions for Homestead, the presence of voting members constituting one third or greater of the total membership entitled to vote will constitute a quorum for an Association meeting. For the Board of Directors, the presence of more than fifty percent of the total number of Board members must be present to conduct a meeting.

Article III MEMBERSHIP

Section 3.01 Membership

Membership in the association shall consist of all owners of lots in the Homestead Addition. Membership is mandatory for each recorded lot owner.

Section 3.02 Rights and Privileges of Membership In Good Standing

A member in good standing who complies with all the duties and obligations of a member as determined by these by-laws, shall enjoy the following rights:

- 1) To inspect Association books and records and to be provided upon request with annual reports, including financial statements. Any Member requesting copies of reports shall be responsible for all costs incurred by the HOA to copy such records for the Member.
- 2) To participate, vote, and be eligible for any elective or appointive office of the Association.
- 3) To participate in association meetings, elections and referenda.
- 4) To avail of and enjoy the use of common areas.

Section 3.03 Duties of Members

Every member of this Association has the following duties and obligations:

- 1) To pay his or her association dues, special assessments, and such other fees which may be levied on him by the Association.
- 2) To obey and comply with these by-laws, the Declaration of Covenants, Conditions and Restrictions for Homestead and such other rules and regulations.

ARTICLE IV

**BYLAWS OF
OWASSO HOMESTEAD HOMEOWNER'S ASSOCIATION**

PAYMENTS, LATE FEES AND DELINQUENCY

Section 4.01 Payment of Assessments

The annual assessment per lot is due on the 1st day of November.

Other payments, such as special assessments or covenant violation fees, shall be subject to the same payment terms as outlined in Article IV and governed by the Assessment and Fees Policy

Payments made by check must include the address of the Homestead house and shall be payable to the Owasso Homestead Homeowner's Association.

If a check made payable to Owasso Homestead Homeowner's Association is returned due to insufficient funds, the fee imposed for the returned check will be added to the amount owed to Owasso Homestead Homeowner's Association.

Section 4.02 Late Fees - Refer to Assessment and Fees Policy for all values

Prompt payment of Assessments by all members is critical to the financial health of the Association. Your Board of Directors takes very seriously its obligation under the Declaration of Covenants, Conditions and Restrictions to enforce the members' obligation to pay assessments.

In the event that the annual assessment payment required to be paid per lot is not paid IN FULL by the end of business on the TENTH (10th) DAY OF NOVEMBER, member(s) shall pay to Association, in addition to such payment or other charges due hereunder, a late fee shall be levied as defined in the Assessments and Fees Policy.

In the event a fee imposed for a violation of the Covenant or a special assessment is not paid in full by 30 days after the due date, a late fee determined by the HOA Board shall be added per the Assessments and Fees Policy. All future payments will be allocated first to any outstanding balances other than assessment, such as late fees. Any remaining monies will be allocated lastly to any assessment balance.

Section 4.03 Declaring a Member Delinquent

A member who has failed to pay the annual assessment or other fees or charges in six months' time, despite demands by the Association, or has repeatedly violated the Association's by-laws and/or declared policies, may be declared delinquent by the Board of Directors in accordance with the following procedure:

- 1) In the event that the annual assessment payment is not paid IN FULL by DECEMBER 10, a letter will be mailed to the owner of record reminding payment is overdue. Should other charges and fees not be paid by 30 days after the due date, a letter will be mailed to the owner of record reminding payment is overdue.
- 2) In the event the annual assessment payment is not paid IN FULL by MARCH 1, a Notice of Delinquent Assessment letter will be sent to the owner of record by certified mail. Should the other charges and fees not be paid by the fifth month from the due date, a Notice of Delinquent Assessment letter will be sent to the owner of record by certified mail.
- 3) In the event all delinquent assessments, fees, costs, and charges are not paid IN FULL within thirty (30) days of receipt of the Notice of Delinquent Assessment letter, the member shall be declared delinquent and no longer in good standing by the majority vote of all members of the Board of Directors.

Section 4.04 Sanctions

- 1) No member may vote at any meeting of the Association, be elected to serve or maintain an active position on the Board of Directors if payment by such member of any financial obligation to the Association is late by more than sixty days and the amount necessary to bring the account current has not been paid at the time of such meeting or election.

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- 2) Upon the declaration of delinquency based on the procedure described in section 4.3 above, the following sanctions shall be imposed on the delinquent member(s):
 - a. The Association may turn the delinquent member's account over to an attorney to record a lien with The County Clerk and to collect all delinquent assessments, fees, costs, and charges. The Association shall be entitled to all attorney's fees, costs and expenses be paid by the delinquent member(s).
 - b. Additional fees generated with additional hearings and/or additional service requirements may be charged to the delinquent member.

**ARTICLE V
MEETINGS OF MEMBERS**

Section 5.01 Place of Meeting

All meetings of the Members shall be held in a facility located within Owasso city limits or Rogers County or such other place designated by the board of directors and stated in the notice of the meeting.

Section 5.02 Annual Meeting

The Board of Directors will determine the date and time of the annual meeting of the members. At the annual meeting, the members in good standing and entitled to vote shall transact all business, including any necessary elections, that may properly be brought before the meeting. The annual meeting shall be open to all members. The Board of Directors will send a meeting notice three weeks in advance of the meeting. The presence in person and/or in virtual attendance of at least one third of the total number of members shall constitute a quorum for all meetings of members. If the required quorum is not present, another meeting may be called and the required quorum at the subsequent meeting shall be one half of the required quorum at the preceding meeting. Decisions (excluding amendments to the Covenant, Conditions and Restrictions which require an affirmative vote of 2/3rd of the owners of lots in the subdivision) shall be made by a majority of members represented at a meeting at which a quorum is present.

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

- 1) Proof of notice of meeting
- 2) Determination of quorum
- 3) Reading and approval of the minutes of the previous meeting
- 4) Reports of the Board/Officers/Committee of the Association
- 5) Other Business
- 6) Homeowners Questions and Comments
- 7) Adjournment

A true and full statement of the affairs of the Association including the financial status shall be reported at the annual meeting for information of the members.

The Minutes of all meetings shall be kept and preserved by the Secretary of the Association as a record of the matters and business transacted at such meetings.

Section 5.03 Special Meetings

Special meetings of the members of the Homeowner's Association may be called for any purpose for which meetings may lawfully be called at any time by the President or by a majority of the Board of Directors and shall be called after the Association's receipt of the request in writing of one-fourth of the members of the Association entitled to vote. Every request for a special meeting shall state the specific purpose or purposes of

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the meeting. The date of the meeting shall be held at such date and time as the President may fix, but not less than ten (10) or more than sixty (60) days after the receipt of the request, and the Secretary shall give due notice thereof. If the President shall neglect or refuse to fix the time and date of such meeting, the person or persons calling the meeting may do so with a date, time and place of meeting announced to the members with a stated purpose of the meeting. No business shall be transacted at a special meeting except as stated in the notice unless by consent of a majority of the members present, either in person or by proxy.

Section 5.04 Virtual Conference Meetings

The Board of Directors may participate in a meeting of the members or in a meeting of the Board by means of virtual conference provided that all persons participating in the meeting can hear each other and participate in discussions thereof. Participation in a meeting pursuant to this section shall constitute presence in person at such meeting.

Section 5.05 Notice of Meetings

It shall be the duty of the Board of Directors to send a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member of record, at his/her address not less than ten (10) days or more than sixty (60) days in advance of the meeting. Whenever notice is required to be given to any Director or member, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail or email addressed to such Director or member, at his/her address or email address as it appears on the records of the Association, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice by either method shall be considered as notice served.

The Board of Directors shall send a meeting notice and copies of the proposed annual budget of expenses to the members not less than thirty (30) days prior to the meeting at which the budget will be considered. The members shall be given written notice of the time and place at which the meeting of the Board of Directors to consider the budget will be held. The meeting shall be open to all members.

**Article VI
VOTING**

Section 6.01 Voting

At every meeting, a voting member, either in person or by proxy, or by absentee ballot shall be entitled to one (1) vote. A member who owns more than one (1) lot is entitled to voting rights corresponding to the number of lots owned provided the appropriate dues and fees for each lot are paid.

No member may vote at any meeting of the Association if payment by such member of any financial obligation to the Association is late by more than sixty days and the amount necessary to bring the account current has not been paid at the time of such meeting or election.

Section 6.02 Proxy/Absentee Vote

Association members may vote in person or by proxy in all meetings of members. The Board of Directors may determine if a vote is eligible for absentee voting, in which case an absentee ballot should be requested from the Board no later than two (2) weeks prior to the impacted meeting. Proxies or absentee ballots shall be in writing, include lot and block number and/or property address in the Owasso Homestead addition, be signed by the member and filed no later than two (2) days before the scheduled meeting with the association secretary. Alternatively, the association may provide a website that can record an official proxy/absentee vote. Unless otherwise provided in the proxy, it shall be valid only for the meeting for which it is intended and will be considered in the count of participating members to constitute a quorum. In such an event that the topic of a

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vote is deemed by the Board to have significantly changed during the meeting, the vote will be rescheduled to a subsequent meeting, and all absentee ballots for said topic shall be considered voided.

Section 6.03 Amendments

Any amendment to Covenant, Conditions and Restrictions for Homestead must receive a 2/3rd (two thirds) affirmative vote of the owners of lots in the subdivision to approve such amendment. Any decision (other than an amendment proposal) in a meeting that has achieved quorum must receive a majority (more than 50%) affirmative vote of the voting members to be approved.

**Article VII
BOARD OF DIRECTORS**

Section 7.01 Directors

The property and affairs of the Association as well as the enforcement of the Declaration of Covenants, Conditions and Restrictions for Homestead shall be managed by the Board of Directors of The Homestead Homeowner's Association. The Board of Directors shall not be less than five members. The principal members of the Board shall be a President, Vice-President, Secretary, Treasurer, Director At Large and such other directors to assist.

Any director may hold more than one position; provided that the offices of President, Vice-President, Treasurer and Secretary shall be held by four different individuals.

Section 7.02 Qualifications to Serve on the Board of Directors:

- 1) Must be 21 years of age or older
- 2) Must be a member in good standing
- 3) Must be an owner of one or more lots in the Homestead Addition
- 4) Has not been convicted by final judgment of an offense involving moral turpitude.

Section 7.03 Vacancies

A Director may be removed from the Board with or without reason by a 2/3 majority vote of the members voting at any annual or special meeting of the members. The Board of Directors may remove from office any Director who fails to attend three successive regular meetings of the Board of Directors. A board member who has been voted out by a majority of the other board members and/or a 2/3 majority of the members voting will be allowed to serve on the Board of Directors at a future date unless the board member has been convicted by final judgment of an offense involving moral turpitude. A Director may resign from the Board by written notice and the resignation will be effective on the date the resignation is received by the Board or on a later date specified by the resigning Director. The death of a Board member shall immediately cause that position to be vacant. No elected Director shall continue to serve on the Board if during that term of office, the Director shall cease to meet the qualifications as defined in Section 7.02 of these Bylaws. Vacant positions on the Board of Directors will be filled by appointment by the remaining members of the Board. The newly appointed Director will serve the unexpired term of his or her predecessor, subject to the approval of the membership at the next annual or special meeting of the membership.

Section 7.04 Election of Subsequent Directors

When a position on the Board needs to be filled, any member of the Association that is in good standing may be nominated for election to the Board. Each lot regardless of the number of residents, is entitled to one vote. Voting by members in good standing for elections to the Board of Directors shall be by secret ballot taken during a separate election meeting of the members to be held. The elected Board of directors shall vote for each

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position on the Board to be filled. Each member in good standing may cast one vote for each opening on the Board to be filled. The member receiving the largest number of votes shall be elected to fill the opening.

Section 7.05 Compensation

No Director shall receive compensation for any services he or she may render to the Association. Any Director may be reimbursed for actual expenses reasonably incurred in the performance of official duties.

Section 7.06 Duties of Directors

President: The President shall preside all meetings of the Board and the membership. He/She, when authorized by the Board will execute and deliver documents in the name and on behalf of the Association. The President shall be subject to the control and direction of the Board of Directors and shall supervise and control all the properties and affairs of the Association. The term for the President is three years.

Vice-President: The Vice-President shall perform the duties of the President during the absence, disability, inability or refusal to act or in the event of the death of the President. He/She shall have all the powers and be subject to all the restrictions upon the President. He/She shall perform other duties as may from time to time be assigned to them by the Board of Directors or by the President as well as the By-Laws of the Association. The term for Vice-President is two years

Secretary: The Secretary shall attend all meetings of the members, the Board of Directors and Committees and record the minutes of the proceedings. The Secretary shall publish, keep and maintain records and reports as required by law. The Secretary is the custodian of the Association's official identification and shall attest with his/her signature on official Association letterhead upon all written contracts of the Association. The Secretary has charge of all the records and files of the Association. The Secretary presents the notice of meetings of the Board and of the members and keeps appropriate current records showing the members of the Association together with their addresses. The Secretary performs other duties as required by the Board and the By-Laws of the Association. The term for Secretary is four years.

Treasurer: The Treasurer has the responsibility for the proper care and custody of all the Association's funds and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association. The Treasurer collects all dues which are deposited into an account selected and approved by the Board of the Directors. Disbursements of funds shall be approved by the Board of Directors. The Treasurer signs all checks of the Association. He/She makes a timely report of the general financial condition of the Association at the Board and Membership meetings. The Treasurer collects budget requests and submits a prepared budget to the Board for approval. The Treasurer performs all other duties as required by the Board and the By-Laws of the Association. The term for Treasurer is five years.

Director-At-Large: The Director-At-Large(s) assist each officer and performs other duties as the Board of Directors prescribe. The terms for the three Director-At-Large are one year, two years and three years and are determined by the Board of Directors.

Section 7.07 Board of Director Meetings

For a Board of Directors' meeting to be valid, there must be a Quorum of Directors present. A Quorum is a majority of the Directors serving on the Board. The Board of Directors must meet on a regular basis throughout the year. The Board may also call special meetings for matters that arise between the regular meetings. A special meeting will be called by the President, by two or more Directors or upon petition by members constituting twenty five percent of the total membership. Notice of each special meeting shall be given to each director by telephone, email, text or in person at least 48 hours or five days (if notified by mail) before the time

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at which the meeting is to be held. Such notice shall state the date, time and place of the meeting to be held. Minutes of the Board of Directors meetings shall be made available to the membership by means of request or via the Association website.

Section 7.08 Duties and Power of the Board of Directors

The Board of Directors shall have power to:

- 1) Suspend the voting right of a Member during any period in which such Member shall be more than sixty (60) days in default in the payment of any assessment levied by the Association.
- 2) Enforce the Declaration of Covenants, Conditions and Restrictions for Homestead and any Amendments to such document.
- 3) Designate Committees of the Board of Directors
- 4) Declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors.
- 5) Keep 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 the Members who are in good standing.
- 6) Issue, or cause an appropriate officer to issue upon demand by the Board, 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.
- 7) To employ counsel to foreclose the lien against any property for which assessments are not paid and/or to bring an action at law against the owner personally obligated to pay the assessment.
- 8) File a written notice of lien against any lot upon which an assessment is more than six (6) months past due.
- 9) Cause the Common Area to be maintained.
- 10) Enter any and all contracts as are necessary on behalf of the Association to cause the Common Area to be maintained.

**ARTICLE VIII
FISCAL MANAGEMENT**

Section 8.01 Fiscal Year

The fiscal year of the Association shall begin on the first day of January every year and end on the last day of December.

Section 8.02 Books and Accounts

Books and accounts of the Association shall be kept under the direction of the Treasurer in accordance with the Association's Fiscal Policy.

Section 8.03 Auditing

A multi-person money management system shall be established to prevent the mishandling of funds, to provide proof that no malfeasance occurred, and to promote transparency.

At the close of each fiscal year, the books and records of the Association may be audited and certified by a Certified Public Accountant (CPA) if required by the Board of Directors. The Association shall have available to the members an annual financial statement upon written request.

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Section 8.04 Inspection of Books

Financial reports and the membership records of the Association shall be available for inspection upon written request by any Association member. When a member properly requests access to association records, access to requested records shall be granted within the following time periods:

- 1) Association records prepared during the current fiscal year, within ten (10) business days following the association's receipt of the request; and
- 2) Association records prepared during the previous two fiscal years, within thirty (30) calendar days following the association's receipt of the request.
- 3) The member requesting the records shall be responsible for all costs incurred by the HOA to copy such records.

Section 8.05. Financial Activity

- 1) Procedures concerning expenditures, invoices, deposit and banking activity, withdrawals, electronic funds transfers, and reimbursements, along with the approval and management thereof shall be governed by the Association's Fiscal Policy

**ARTICLE IX
LIABILITY AND INDEMNIFICATION**

Section 9.01 No Personal Liability

The directors and committee members shall not be liable to the Association or any member for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. No member shall be liable for the contract or tort liability of the Association by reason of membership therein. Every agreement made by the Board of Directors or the managing agent on behalf of the Association shall, if obtainable, provide that the directors or the managing agent are acting only as agents for the Association and shall have no personal liability thereunder.

Section 9.02 Indemnification

The Association shall indemnify the directors and committee members to the extent that it is contemplated a nonstock corporation may indemnify its directors, committee members and employees; provided, however, that before the Association uses association funds for indemnification, all insurance proceeds must be obtained and applied toward such indemnification. The foregoing right of indemnification shall not be exclusive of any other rights to which a person may be entitled by law, agreement, vote of the members or otherwise.

Section 9.03 Directors Liability Insurance

The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director or committee member against any liability asserted against such person and incurred by such person in any such capacity or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against such liability under the provisions of this section. Further, the availability of the Association's indemnity shall not relieve any insurer of any liability under an insurance policy held by the Association.

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ARTICLE X
USE OF TECHNOLOGY

Section 10.1 Electronic Means

The Association and its members may perform any obligation or exercise any right by use of any technological means providing sufficient security, reliability, identification and verifiability. Acceptable technological means shall include without limitation electronic communication over the internet, whether by direct connection, email or other technological means.

Section 10.2 Signature Requirements

Any requirement for a signature under the Association Documents may be satisfied by a digital signature meeting the requirements of applicable law.

Section 10.3 Voting Rights

Voting and approval of any Association matter may be accomplished by electronic means provided that a record is created as evidence thereof and maintained as long as such record would be required to be maintained in non-electronic form by the Association Secretary.

Section 10.04 Non-technology Alternatives

If any member or third party does not have the capability or desire to conduct business using electronic or other technological means, the Association shall make reasonable accommodation, at its expense, for such person to conduct business with the Association without use of such electronic or other means until such means has become generally accepted in similar communities in the area.

ARTICLE XI
MISCELLANEOUS PROVISIONS

Section 11.01 Future Phases

These By-laws are intended to be broad enough to govern any and all future phases which are specifically denominated as a phase of Association. It is recognized that such future phases shall or may have separate and independent declarations of covenants, conditions and restrictions (The "Future Declarations"). The Future Declarations may, in the sole discretion of the Declarant thereof, refer to and thereby adopt the provisions of these Bylaws, thereby incorporating the property referred to in the Future Declarations into this Association and subjecting such future property to these Bylaws. (Any Common Area, Reserve Areas or Park Areas set forth in the Plat of The Homestead Association or referred to in The Declaration or The Future Declarations may be enjoyed by any owner of a lot governed by any of said Declarations. Also, such areas may potentially be enjoyed by any other adjacent or nearby owners if the Board of Directors of the Association, in its sole discretion, determines that such owners or public may be given such entitlement.)