BY-LAWS

OF

VANDEVER TRAILS HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

Section l.1 – Name

The name of the Association is the Vandever Trails Homeowners Association, Inc.

Section 1.2 - Registered Office and Registered Agent

The registered office of the Association shall be 406 S. Boulder, Suite 642, Tulsa, Oklahoma, 74103 and the registered agent at this location shall be W. Michael Hackett.

Section 1.3 - Mail and Correspondence

Mail, correspondence, notices, requests for information and all communications, excluding service of process, shall be sent to P.O. Box 2863, Broken Arrow, Oklahoma 74013-2863, or such other address as may later be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 2.1 - "Association"

"Association" shall mean and refer to Vandever Trails Homeowners Association, Inc., its successors and assigns.

Section 2.2 - "Board"

"Board" shall mean and refer to the Board of Directors of the Association who shall manage and control the affairs of the Association. Subject to any restrictions imposed by law, the Articles of Incorporation or these By-Laws, the Board shall exercise all powers of the Association.

Section 2.3 - "Common Area"

"Common Area" shall mean all real property owned by the Association or dedicated or available for the common use and enjoyment of the Members.

Section 2.4 - "Declarant"

"Declarant" shall mean Roland Investments, LTD.

Section 2.5 - "Declaration"

"Declaration" shall mean and refer to the Deed of Dedication recorded in Book 5952 Page 0084 in the office of the County Clerk of Tulsa County, Oklahoma, and covering the real property within the boundaries of Vandever Trails.

Section 2.6 - "Vandever Trails"

"Vandever Trails" shall mean and refer to the real properties known as Vandever Trails and Vandever Trails II situated in Tulsa County; Oklahoma described in the Plat No. 5220 of the subdivision filed on September 3, 1997, and in the Plat No. 5486 of the subdivision filed on October 25, 2000, in the office of the Tulsa County Clerk.

Section 2.7 - "Lot"

"Lot" shall mean and refer to those lots within Vandever Trials subdivisions as set forth in the recorded Plat No. 5220 and Plat No. 5486 in the records of the County Clerk of Tulsa County, Oklahoma; and, any additional property as may hereafter be brought within the jurisdiction of the Association, the above-described subdivision and properties subsequently annexed.

Section 2.8 - "Owner"

"Owner" shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title to any Lot which is part of Vandever Trails, including contract sellers, but excluding those who have an interest merely as security for performance of an obligation under a mortgage or other instrument.

Section 2.9 - "Member"

"Member" shall mean and refer to each person or entity, whether one or more, who is the record owner of any lot within Vandever Trails.

ARTICLE III

MEMBERSHIP

Section 3.1 - Membership Voting

In the event that a membership is owned by more than one person or entity, then that membership is entitled to a single vote. The membership interest shall be appurtenant to and not severable from ownership of the Lot.

Section 3.2 - Annual Meeting

The Annual Meeting of the Members shall be held on the first Tuesday in September at a time and place to be set by the Board of Directors. The Board of Directors shall have the authority to change the date of the Annual Meeting to another date and, in any event, notice of the Annual Meeting shall be given to Members not less than ten (10) or more than thirty (30) days before the time scheduled for the meeting. At the annual meeting, the membership shall receive, review, and approve the Association's projected annual budget.

Section 3.3 - Special Meetings

Special Meetings of the members may be called by the Board, upon majority vote, or by the President; or, upon written request of one-fourth of the Members. Notice of any Special Meeting is to be given at least seven (7) days in advance and in the same manner required for the Annual Meeting. Emergency Special Meetings may be called in the same manner as Special Meetings upon written notice posted in a conspicuous place two (2) days in advance.

Section 3.4 - Notice of Meetings

Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by posting, hand delivering, or mailing a copy of the notice, postage prepaid not less than (10) nor more than thirty (30) days before any Annual Meeting and seven (7) days before any Special Meeting, except as provided in Section 3.3 above, to each Member entitled to vote at the meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by the Member to the Association for the purpose of receiving notice. Each Member is required to provide the Secretary the Member's current address and phone number. Notice of the meeting shall specify the place, date and time of the meeting, together with the agenda of items to be discussed, and in the case of a Special Meeting, the purpose of the meeting.

Section 3.5 - Quorum

The presence at the Annual Meeting, either in person or by proxy, of Members entitled to cast one-fourth (1/4) of the votes of the Membership shall constitute a quorum. The Annual Meeting may be adjourned to a later date if a quorum is not present. Provided, at a re-scheduled Annual Meeting, only ten percent (10%) of the Members present, either in person or by proxy, shall be required to transact business. At a Special Meeting, only ten percent (10%) of the Members present, in person or by proxy shall be required to transact business.

Section 3.6 - Proxies

At all meetings of Members, each Member may vote in person or by proxy. Proxies shall be in writing and filed with the Secretary. Each proxy shall be revocable and shall be limited to the meeting at which the proxy is used. A proxy may only be given to and exercised by a Member.

Section 3.7 - Suspension

Any Member who is not current on the payment of their assessments, then due, shall have their right to vote at any meeting suspended, until the assessment is paid.

Section 3.8 – Contact information

A. Due to the requirements of modern technology, every Member shall provide the Board with a contact phone number, contact email address, and a contact mailing address (should it be different from the owned property address).

Certain exceptions may apply as needed. This information shall be updated by the Member anytime a change is made.

B. Members who own rental properties shall provide the board with their renter's names and contact information. If a Management Company is used to manage the property, the Member shall provide the Management Company's information and must inform the Management Company that renter contact information must be supplied to the Board. This information shall be updated by the Member or Management Company anytime a change is made.

ARTICLE IV

BOARD OF DIRECTORS

Section 4.1 - Board of Directors

The affairs and business of the Association shall be conducted and managed by the Board of Directors. Each member of the Board of Directors must be a Member of the Association. The Board shall consist of not less than five (5) or more than nine (9) Directors who shall be elected by the Members and entitled to vote on all Association matters. To the extent possible, the membership of the Board should be representative of the entire community. Where there are co-owners of the same lot, only one co-owner shall be a Director, unless the Association is not able, in a reasonable effort, to obtain other Members willing to serve as directors.

Section 4.2 - Term of Office

At the Annual Meeting of the Membership, upon adoption of these By-laws, the Members shall elect one-half of the Directors for a term of one (1) year and the remaining Directors for a term of two (2) years. At each Annual Meeting thereafter, the Members shall fill the term of any Director whose term is expiring by electing a Director for a term of two (2) years.

Section 4.3 - Removal

Any Director may be removed from the Board, with or without cause, by majority vote of the Members of the Association or a seventy percent (70%) vote of the Directors of the Association. In the event of the death or resignation of a Director,

sale of the Director's Lot and corresponding loss of membership or removal as a Director, his or her successor shall be elected by the remaining Directors of the Board and shall serve for the unexpired term of the former Director.

Section 4.4 - Compensation

No Director shall receive compensation for any service he or she may render to the Association. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of duties undertaken on behalf of the Association, and on submission of receipts or other appropriate documentation.

Section 4.5 - Action Without Meeting

The Directors shall have the right to take any action in the absence of a meeting, which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors. Such a procedure is not a substitute for regular meetings of the Board of Directors as set forth below.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 5.1 - Nomination

Nomination for election to the Board of Directors shall be made by the Nominating Committee. Nominations may also be made by Members at the Annual Meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies on the Board that are to be filled. Nominees must all be Members of the Association.

Section 5.2 – Election

Election to the Board of Directors shall be by written ballots or by a show of hands. At the election, each Member may cast their own vote as well as the vote of any proxy they hold. Members shall cast this vote(s) for each vacancy. The person receiving the

largest number of votes for each vacancy shall be elected. Cumulative voting is prohibited.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 6.1 - Regular Meetings

Regular meetings of the Board of Directors shall be held once per month as needed, but no less than once per quarter, without specific notice to the Members, but open to all Members, and subject to the right of Members be notified of the next meeting of the Board.

The regular meetings of the Board shall be held at such place and hour as determined by the president or vice-president and must be posted to an open forum no less than seven days prior to the meeting.

Section 6.2 - Special Meetings

Special Meetings of the Board of Directors may be held at a designated time and place upon written request of any two (2) Directors, or upon the request of the President of the Board, after not less than three (3) days written notice to each Director, except in the event of an emergency where only twenty-four (24) hours' notice is required. The notice of the special meeting shall specify the matters and business to come before the Board at that meeting. No notice shall be necessary for any adjourned meeting. A waiver of specific notice of any special meeting, in writing, signed by the **people** entitled to such notice shall be considered as receipt of that notice.

Section 6.3 - Quorum.

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

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 7.1 - Powers

The Board of Directors shall have the power:
to exercise for the Association all powers, duties and authority vested in or delegated to the Association; and as allowed by the laws of the State of Oklahoma;

A. to adopt and publish rules and regulations governing the use and enjoyment of the Common Areas and facilities and the personal conduct of the Members and their guests thereon and to establish penalties for infractions;

B. to suspend the right to the use and enjoyment of the Common Areas by a Member or guest;

C. to suspend the voting rights during any period in which a member is in default in the payment of any assessment levied by the Association;

D. to declare the office of a member of the Board of Directors vacant in the event a member is absent from three (3) consecutive regular meetings of the Board of Directors;

E. to employ a manager, independent contractors, agents or employees as necessary, and to prescribe their duties.

Section 7.2 - Duties.

It shall be the duty of the Board of Directors as follows:

A. Records: To keep accurate records of all of its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or any special meeting when the statement is requested in writing by Members having one-tenth (1/10th) of the votes of all Members;

B. Transfer of Records: To ensure that financial and non-financial records of the Association, including, without limitation, minutes, resolutions, contracts, bank

statements and canceled checks, accounting reports and information, law suits, liens, and other information are properly maintained and organized and that each officer responsible for the various records and information of the Association transfers those records and information to their successor or another Board member acting for them;

C. Supervision: To supervise all officers, agents, contractors and employees of the Association, and see that their duties are properly performed;

D. Assessments: As more fully provided in the Declaration, to:

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

2. send written notice of each regular or special assessment to every Member subject thereto, at least thirty (30) days in advance of each annual assessment (although failure to provide this advance notice does not relieve a Member of the obligation to pay the assessment);

3. collect such assessments and all other financial obligations owed to the Association, including, without limitation, the expense of preparing, filing and releasing a lien, and any other expense, legal or otherwise, incurred by the Association as a result of the action of a Member; and, if necessary, foreclose the lien for assessments or other obligations against any Lot, when such assessments are not paid and notice has been provided to the Member and/or bring an action at law against the Member personally obligated to pay the same.

E. Certificates: Issue, or authorize an appropriate officer to issue, upon demand, by any person who has a legitimate interest in a Lot, a certificate setting forth current payment status of any assessment or amounts due on that Lot. A reasonable charge may be made by the Board of Directors for issuance of this certificate. Correspondingly, any lien filed as set forth in Section 12.1 shall be released within a reasonable time after the assessment covered by that lien, plus additional assessments and charges, if any, have been paid.

F. Insurance: Procure and maintain adequate liability and hazard insurance on property owned by the Association; and officers' and directors' liability insurance.

G. Maintenance: Cause the Common Areas of the Association to be maintained.

H. Enforcement: Initiate any legal or other action necessary to enforce any of the restrictive covenants applicable to the Lots in Vandever Trails; correct violations of any rules or regulations promulgated by the Association; or take such other actions as are necessary to fulfill the purpose and intent of the Declarations of Vandever Trails, or Articles of Incorporation or By-Laws of the Association.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

Section 8.1 - Enumeration of Officers

The officers of the Association shall be a President and Vice-President, who shall always be Members of the Board of Directors, a Secretary and a Treasurer, who need not be Members of the Board, and such other officers as the Board may from time to time by resolution create. Any officers who are not Members of the Association shall not be entitled to vote on Association business, and their status shall not be counted towards the total number of members of the Board of Directors required.

Section 8.2 - Election of Officers

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

Section 8.3 - Term

The officers of the Association shall be elected annually by the Board of Directors and shall hold office for one (1) year, unless such officer shall sooner resign, be removed, or otherwise fail or be disqualified to serve. No officer may hold the same office for more than two (2) consecutive terms or portions thereof, unless this requirement is waived by a majority vote of the Board.

Section 8.4 - Special Appointments

The Board may elect such other officers as the business of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 8.5 - Resignation and Removal

Any officer may be removed from office with or without cause by a majority of the Directors voting at any meeting of the Board. Any officer may resign at any time by giving written notice to the Board, to the President or to the Secretary. A resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified, acceptance of the resignation is not necessary to make it effective.

Section 8.6 - Vacancies

A vacancy in any office may be filled via appointment by the Board. The officer appointed to a vacancy shall serve for the remainder of the term of the office replaced.

Section 8.7 - Multiple Offices

Except for the Secretary and Treasurer, and in the case of special offices created pursuant to Section 8.4 of this Article, no person shall simultaneously hold more than one office.

Section 8.8 - Duties

The duties of the officers are as follows:

A. President. The President shall be the chief executive officer of the Association and shall have general direction of the affairs of the Association and general supervision over the other officers. The President shall preside at all meetings of the Board of Directors; shall see that the orders and resolutions of the Board are carried out; shall sign and execute in the name of the Association all contracts or other instruments authorized by the Board of Directors, except in cases where the signing and execution thereof be expressly permitted to be performed by some other officer or agent; shall sign all leases, mortgages, deeds, or other written instruments and shall co-sign all checks and promissory notes; and perform such other duties and exercise such other powers as may from time to time be prescribed by the Board of Directors. The President is also responsible for ensuring that the financial information maintenance and transfer set forth in Section 7.2(b) takes place.

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

C. Secretary. The Secretary, or an Assistant Secretary as designated in the absence of the Secretary, shall attend all meetings and proceedings of the Board of Directors and of the Members. The Secretary shall record the votes and keep the minutes of all meetings; keep the corporate seal of the Association and affix it on all papers requiring the seal; serve notice of meetings of the Board and of the Members; record all votes taken in the minutes of all proceedings to be recorded and kept in a book maintained for that purpose; maintain a book of resolutions passed by the Association; certify the results of all elections; keep appropriate current records showing the names, addresses and phone numbers of the Members of the Association; and, in general, perform the duties and exercise the powers incident to the office of Secretary and such other duties as may from time to time be prescribed by the Board or the President. Each person serving as Secretary is responsible for transferring all Association non-financial records, or other records and information within his or her control, to the next person acting or designated as Secretary.

D. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse these funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual analysis by an accountant of the Association books and records, particularly cash receipts and disbursements, to ensure generally accepted accounting principles are followed, to occur at the completion of each fiscal year; shall keep complete and accurate records of account, showing at all times the current financial condition of the Association; shall render a statement of the financial affairs of the Association at the annual meeting of the Members and meetings of the Board of Directors; shall prepare an annual budget and statement of income and expenses to be presented to the Members at the annual meeting, and deliver a copy of each to the Members, and perform such other duties and powers as may from time to time be prescribed by the Board of Directors. Each person serving as Treasurer is responsible for transferring all Association financial records, or other records and information within his or her control, to the next person acting or designated as Treasurer.

ARTICLE IX
BOOKS AND RECORDS

Section 9.1 - Inspection of Records

The books and records of the Association shall, upon reasonable advance written notice, specifying the material sought to be reviewed, be subject to inspection during reasonable business hours by any Member. Copies of the books and records may be purchased at a reasonable cost. Copies of the Declaration, Articles or Certificate of Incorporation, and By-Laws of the Association shall be provided to any Member at no cost.

ARTICLE X
COMMITTEES

Section 10.1 - Appointment

The Board shall appoint a Nominating Committee and an Architectural Review Committee as provided in these By-Laws; and shall appoint such other committees as the Board may deem appropriate either as standing committees or committees to address a specific issue(s).

ARTICLE XI
ARCHITECTURAL GUIDELINES

Section 11.1 - Architectural Review Committee

There is hereby created an Architectural Review Committee ("ARC") consisting of at least three (3) Members to be appointed by the President with the approval of a majority of the Board of Directors at the first Board meeting following the annual meeting of Members. Members of the ARC shall serve a term of one (1) year, subject to reappointment as set forth herein.

Section 11.2 - Promulgation of Guidelines

The ARC shall have the power to promulgate and submit to the Board of Directors Architectural Guidelines setting forth the control of architectural design, development, and landscaping of the Lots and Common Areas within Vandever Trails. The Board of Directors shall take reasonable action to ensure that the Architectural Guidelines are complied with by the Members of the Association, including litigation for the enforcement thereof.

The ARC shall establish a tiered fine structure based on the severity of the violation. Each violation shall be subject to a monetary penalty if not corrected within the timelines as set forth in the "Fine and Enforcement Schedule (FES)". If the violation remains uncorrected, the monetary penalty will be increased per the acceleration schedule in the FES. If the violation is still not corrected, without good faith efforts by the Member to correct the violation, the monetary penalty will be increased and notification of legal action to enforce compliance may be given with the Board's approval.

Section 11.3 - Proposal of Guidelines and Amendments

The Architectural Guidelines and amendments thereto promulgated by the ARC may be ratified by the Board of Directors utilizing the following procedure:

A. Submission. The ARC shall submit, in writing, to the Board of Directors the original and any proposed amendments to the Architectural Guidelines.

B. Publication. Upon receipt of proposed Architectural Guidelines or amendments from the ARC, the Board of Directors shall proceed to approve, reject, or approve as amended, the proposed guidelines or amendments and give written notice of such proposed guidelines or amendments to the Members of the Association recommending adoption. The notice shall set forth the specific language of the proposed or amended Architectural Guidelines and the deadline for Members to review guidelines or amendments and submit their comments, in writing or verbally, to the Board of Directors.

Section 11.4 - Board Approval

Subsequent to the publication of the notice of the proposed guidelines or amendments a public hearing will be held during a regular or special meeting of the Members regarding the proposed guidelines or amendments. The majority vote of those in attendance at such meeting will be required for adoption of the proposed or amended

Architectural Guidelines. The Board shall then distribute copies to the Members of final guidelines or amendments approved by the Members.

Section 11.5 - Ratification and Effective Date of Guidelines

Any Architectural Guidelines promulgated by the ARC shall be effective immediately upon ratification by the Board of Directors. Architectural Guidelines as ratified shall be distributed to the Members of the Association.

Section 11.6 - Replacements or Modifications

No Member shall commence the rebuilding of a destroyed structure, or make any alteration, addition, or modification to the exterior portion of their residence, including but not limited to major landscaping, fencing, driveways or painting, until the building plans, specifications, plot, or other plans for such proposed construction, alteration, addition, modification, or landscaping have been approved **in advance and in writing** by the ARC. The Committee, as part of its review, may require the plans, specifications, plot plan, samples, color schemes, materials, etc., be submitted for review by the Committee. Further, the Committee may impose such conditions for approval as the Committee may, in its discretion, determine regarding the type of building materials, design, colors or other features or characteristics thereof, as in their reasonable judgment should be used. The Committee may also require that the exterior finishing color and the architectural style or character of such building or improvement shall be such as, in the reasonable judgment of the Committee, is compatible with the general architectural style and character of existing structures erected in Vandever Trails, promoting a harmony and uniformity of design.

Section 11.7 - Procedure

Any Member who is required to seek approval from the ARC pursuant to the provisions of Section 11.6 shall submit a prior written request to the Committee, furnishing such drawings, diagrams, samples, or other information as the Committee may need for it to make a reasoned decision about the Member's application. The Committee shall act on a Member's written request within thirty (30) days of submission to an ARC member. Should the Committee fail to act to approve, approve subject to modification, or disapprove the application in writing within thirty (30) days after the application has been submitted to it, such application or request shall be deemed rejected.

Section 11.8 – Decision and Appeal

The decision of the ARC shall be deemed final, unless appealed to the Board, in writing, within thirty (30) days after it is rendered. The Board, by majority vote, shall have the right to affirm, modify, in whole or in part, or reverse any decision of the ARC; and, to impose any conditions for approval it deems appropriate, based on its reasonable judgment.

Section 11.9 - Waiver or Modification

The ARC shall have the right to grant approvals to waive, modify, or vary the terms of covenants, restrictions, or guidelines whenever, in its reasonable judgment, strict compliance with the restrictions, covenants, or guidelines would cause undue hardship to the Member; and, the granting of a waiver or variance would not interfere with the use and enjoyment of neighboring property owners or interfere with the operations of the Association and the spirit and intent of the covenants, restrictions, or guidelines, or adversely affect property values. Such action shall only be taken:

A. after recommendation and approval by the ARC; and,

B. with the approval and ratification of a vote of two-thirds (2/3) of the members of the Board of Directors.

ARTICLE XII
ASSESSMENTS

Section 12.1 - Obligation and Lien

Every Member of the Association shall have the obligation to pay regular and/or special assessments for the development, maintenance, improvement or preservation of the Common Areas, and for the operations of the Association. Such assessment shall be determined from time to time by the Board of Directors. The regular and/or special assessments, together with interest, costs of collection, and attorney fees in connection therewith, shall be the personal obligation of each Member. Each Member shall, upon becoming a member of the Association by reason of ownership of a Lot, be deemed to have granted to the Association a present and continuing lien upon the Member's Lot to secure payment of all current and future assessments upon the membership interest. **Any assessments that are not paid when due shall be delinquent. No Member may waive or otherwise escape liability for the assessments provided for by non-use of the Common Areas or abandonment of the Member's Lot.**

Section 12.2 – Annual Regular Assessments

The Annual Regular Assessment for each Lot in Vandever Trails shall be established by the Board of Directors. This assessment shall be due on the first day of January each year, regardless of occupancy, and shall be delinquent on the first day of February. While the current annual assessment is $164 per year per lot, the Board of Directors will have the authority to increase, decrease or keep the previous year's annual assessments the same. The decision of the Board will depend on such factors as the Association's income/receipts, normal and routine expenses, extraordinary expenses, maintenance expenses, special projects, cost of living adjustments and such other factors as an Association may reasonably rely on in establishing the annual assessments. All Lots, whether improved or unimproved, shall be assessed equally. If a single-family residence is constructed, so that it physically occupies more than one Lot, then the Member shall pay an Annual Regular Assessment for each Lot.

Section 12.3 - Changes in Annual Regular Assessments

The Annual Regular Assessment may be increased each year by the Board of Directors, considering such factors as the cost of maintenance of the Common Areas, expense of the operations of the Association, cost of living, and other relevant factors. The Board of Directors shall fix the amount of the Annual Regular Assessment for each calendar year at least thirty (30) days prior to January 1st of each year. Written notice of any change in the Annual Regular Assessment shall be sent to each Member of the Association at least thirty (30) days prior to the effective date of such assessment.

Section 12.4 - Payment

The Annual Regular Assessment shall be due annually and paid for the entire calendar year. Assessments for the calendar year shall be paid in full on January 1st of each calendar year. Under extenuating circumstances, the Board may approve an installment payment plan or other arrangements.

Section 12.5 - Special Assessments

In addition to the Annual Regular Assessment, the Association may levy a Special Assessment against all Members for the purpose of covering operating deficits, purchasing additional Common Area or taking other action which, in the reasonable judgment of the Board of Directors, is for the common use and benefit of the Members, including, but not limited to, the cost of any construction, repair or replacement of any capital improvement, or enforcement action. Provided that such

Special Assessment can only occur upon the affirmative vote of a majority of the Board of Directors, subject to ratification by a majority of the Members of the Association.

Section 12.6 - Enforcement

Each Annual Regular Assessment, Special Assessment, or other financial obligation to the Association shall be the separate, distinct and personal debt and obligation of the owner of the Lot against which the same is assessed. In the event of a delinquency in payment of such assessment or financial obligation, the Association may take enforcement action as it deems appropriate, including, but not limited to:

A. sending demand letters;

B. filing a lien against the Member's Lot, including related attorney fees and costs for preparation and filing;

C. initiating a lawsuit to collect and enforce the assessment or financial obligation, including but not limited to, Member's liability to the Association for reasonable attorney's fees for sending demand letters, the collection action and court costs, interest, and delinquency charges;

D. foreclosing the lien on the Member's Lot, including attorney's fees and costs of the foreclosure action. Any lien created upon a Lot shall be subject and subordinate to and shall not affect the rights of any holder of indebtedness secured by any recorded mortgage or deed of trust.

Annual Regular Assessments are due by January 1st of each year and are considered delinquent if not post-marked or received by February 1st of each year, unless prior arrangements have been made with the Association in writing. A $50.00 late fee will be assessed to each owner on February 16th for any outstanding balance. If the assessment remains unpaid after March 1st, a 5% per month interest charge will be assessed on the unpaid balance and will accrue each month the balance remains unpaid until the outstanding amount is paid in full. In the event the balance has not been paid in full, or other arrangements have not been made with the Association's approval, by April 1st of the same year, the board may, at its discretion, proceed with all legal actions available.

ARTICLE XIII
MISCELLANEOUS

Section 13.1 - Fiscal Year

The fiscal year of the Association shall begin on January 1 and end on December 31 of each year, except for the first fiscal year which shall begin on the date of incorporation, and unless later modified by the Board of Directors on the recommendation of a Certified Public Accountant.

Section 13.2 - Indemnification

The Association shall indemnify every Director, officer or committee member of the Association who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he or she is or was a Director, officer, committee member, employee, or agent of the Association, or is or was serving at request of the Association as a Director, officer or committee member of another corporation, partnership, joint venture, trust or other enterprise of the Association, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful.

The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

The indemnification herein provided shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of the members or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office and shall continue as to a person who has ceased to be a Director, officer, committee member, employee, or agent, and shall inure to the benefit of the heirs, executors and administrators of such person.

Provided, however, that to the extent that any individual indemnified herein is covered by any insurance, the indemnification herein shall be reduced as to that individual by that amount, and each indemnified individual shall be deemed to waive any right of collection or contribution he or she might have thereby. Provided, further, that all such indemnified individuals shall, if requested by the Board, cooperate and assist with the Board in collecting any such insurance or other similar payments.

ARTICLE XIV

AMENDMENTS

Section 14.1 - Amendment

These By-Laws shall be adopted, or amended, either by a vote of the Board of Directors on the basis of a sixty-six and two-thirds percent (66 2/3%) majority vote of the entire Board of Directors; or, at a regular or special meeting of the Members by a majority vote of the Members of the Association present in person or by proxy.

Section 14.2 - Conflict

In the case of any conflict between the Certificate of Corporation and these By-Laws, the Certificate will control; in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control. In the event of any conflict between the Articles of Incorporation and the Declaration, the Declaration shall control.

This document supersedes and replaces any existing documents purporting to be By-laws of the Vandever Trails Homeowners Association.

CERTIFICATE BY SECRETARY

The undersigned, being the Secretary of Vandever Trails Homeowners Association, Inc., hereby certifies that the foregoing By-Laws were duly adopted by the Members of said Association on the _____ day of _____, 2026.

IN WITNESS WHEREOF, I have signed this certification on this ____ day of _____, 2026.

VANDEVER TRAIL HOMEOWNERS ASSOCIATION, INC.

BY:_____

TITLE:_____

Vandever Trails HOA By-laws dated _____

Vandever Trails Homeowners Association / P.O. Box 2863 / Broken Arrow, OK 74013