

## EXHIBIT D

### BYLAWS OF VINTAGE CREEK ASSOCIATION, INC.

#### **Article 1 Name, Principal Office, and Definitions**

1.1 Name. The name of the corporation is VINTAGE CREEK ASSOCIATION, INC. (the “**Association**”). It is noted that the Developer may change the name as the Addition is marketed and publicly referred to hereafter. Such change in the name of the Addition as publicly marketed and managed shall not in any way affect the enforcement or application of these Bylaws and related documents and filings. In the event that a different name is used, the Association name may be changed accordingly to reflect the change.

1.2 Principal Office. The initial principal office of the Association shall be located at 221 48TH AVE NW, NORMAN OK 73072. The Association may have such other offices as the Board of Directors may determine or as the affairs of the Association may require.

1.3 Definitions. The words used in these Bylaws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in that certain Recorded Declaration of Covenants, Conditions, and Restrictions for VINTAGE CREEK as it may be amended (the “**Declaration**”).

#### **2.0 Association Membership, Meetings, Quorum, Voting, Proxies**

2.1 Membership. The Association shall have two classes of membership, Class “A” and Class “B,” as more fully set forth in the Declaration and incorporated herein by this reference.

2.2 Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as the Board may designate.

2.3 Annual Meetings. The first meeting of the Association, whether a regular or special meeting, shall be held at such time as in the sole discretion of the Declarant that sufficient Lots are owner-occupied as to warrant an Association meeting. Meetings shall be open to all Members. Subsequent regular annual meetings shall be set by the Board to occur on a date and at a time set by the Board.

2.4 Special Meetings. Subject to the Declarant’s discretion, the President may call special meetings. In addition, it shall be the duty of the President, subject to Declarant approval, to call a special meeting if so directed by a petition signed by at least 25% of the total Class “A” Members of the Association.

2.5 Notice of Meetings. Written notice stating the place, day, and hour of any meeting of Members shall be posted at each entrance to VINTAGE CREEK or delivered, either personally or by mail or email, to each Member entitled to vote at such meeting, and, if required by law, to all Members not less than five nor more than sixty days before the date of such meeting, by or at the direction of the President or Board. In the case of a special meeting or when otherwise required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

2.6 Waiver of Notice. Waiver of notice of a meeting of Members shall be deemed the equivalent of proper notice. Attendance at a meeting by a Member shall be deemed a waiver by such Member of notice of the time, date, and place thereof.

2.7 Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of Members who are present at such meeting may adjourn the meeting to a time not less than five nor more than thirty days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting

or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

2.8 Voting. The voting rights of the Members shall be as set forth in the Declaration and in these Bylaws, and such voting rights provisions in the Declaration are specifically incorporated herein by this reference.

2.9 Proxies. On any matter as to which a Member is entitled personally to cast the vote for a Lot, such vote may be cast in person, by written ballot, or by proxy, subject to the limitations of Oklahoma law relating to use of general proxies and subject to any specific provision to the contrary in the Declaration or these Bylaws.

2.10 Majority. As used in these Bylaws, the term "majority" shall mean those votes, Owners, or other group as the context may indicate, totaling more than 50% of the total eligible number thereof.

2.11 Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence of Members representing a majority of the total Class "A" votes in the Association shall constitute a quorum at all meetings of the Association.

2.12 Conduct of Meetings. The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meetings.

### **3.0 Board of Directors: Number, Powers, Meetings**

3.1 Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one vote. Except with respect to directors VINTAGE CREEK appointed by the Class "B" Member, the directors shall be Members or residents; provided, however, no Owner and resident representing the same Lot may serve on the Board at the same time. A "resident" shall be any natural person 18 years of age or older whose principal residence is a Lot within VINTAGE CREEK. In the case of a Member which is not a natural person, any officer, director, partner or trust officer of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member; provided, no Member may have more than one such representative on the Board at a time, except in the case of directors appointed by the Class "B" Member.

The Association must annually register with the City of Norman City Clerk's office and provide a list of then currently elected officers and their contact information or with the name and contact information for the agent or attorney of record for the Association.

3.2 Number of Directors. The Board shall consist of no less than three or more than seven directors, as provided herein. The initial Board shall consist of three directors as identified in the Articles of Incorporation.

3.3 Directors During Class "B" Control Period. Subject to the provisions herein, the directors shall be selected by the Class "B" Member acting in its sole discretion and shall serve at the pleasure of the Class "B" Member until the first to occur of the following:

- A. when the Class B Control Period should cease; or
- B. when, in its discretion, the Class "B" Member so determines.

3.4 Nomination and Election Procedures.

A. Nominations and Declarations of Candidacy. Prior to each election of directors, the Board shall prescribe the opening date and the closing date of a reasonable filing period in which each and every eligible person who has a bona-fide interest in serving as a director may file as a candidate for any position to be filled by Class "A" votes. The Board shall also establish such other rules and regulations as it deems appropriate to conduct the nomination of directors in a fair, efficient, and cost-effective manner.

A. Election Procedures. Each Member may cast all votes assigned to the Lots which such Member represents for each position to be filled from the slate of candidates. That number of candidates equal to the number of positions to be filled receiving the greatest number of votes shall be elected. Directors may be elected to serve any number of consecutive terms. Voting may be by written ballot or otherwise.

3.5 Election and Term of Office. Notwithstanding any other provision of these Bylaws:

A. During the Class "B" Control Period, the Declarant shall have the right in its sole discretion to appoint each member of the Board. The Declarant may, but shall not be required to, appoint a resident Owner to the Board during the Class "B" Control Period.

B. After termination of the Class "B" Control Period, the Class "B" Member shall be entitled to appoint one director, unless the Declarant waives such right in a Recorded instrument. Such director shall be elected for a term of two years and shall not be subject to removal by the Members. Upon the sole discretion of the Class B Member, the Class B Member appointee may resign, their position to be filled by the Members at the next election of directors. Within 90 days after termination of the Class "B" Control Period, the Board shall be increased to nine directors and an election shall be held. Eight directors shall be elected by Members. Four directors shall serve a term of two years, and four directors shall serve a term of one year, as such directors determine among themselves. The directors elected by Members shall not be subject to removal by the Class "B" Member. Upon the expiration of the term of office of each director elected by Members, Members entitled to elect such director shall be entitled to elect a successor to serve a term of two years. The directors elected by Members shall hold office until their respective successors have been elected.

3.6 Removal of Directors and Vacancies. Any director elected by Members may be removed, with or without cause, by the vote of Members holding a majority of the votes entitled to be cast for the election of such director. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall be elected by Members entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director.

Any director elected by Members who has three consecutive unexcused absences from Board meetings, or who is more than 30 days delinquent in the payment of any assessment or other charge due the Association, may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and the Board may appoint a successor to fill the vacancy for the remainder of the term. In the event of the death, disability, or resignation of a director, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time Members entitled to fill such directorship may elect a successor for the remainder of the term.

This Section 3.6 shall not apply to directors appointed by the Class "B" Member. The Class "B" Member shall be entitled to appoint a successor to fill any vacancy on the Board resulting from the death, disability, or resignation of a director appointed by or elected as a representative of the Class "B" Member.

3.7 Organizational Meetings. The first meeting of the Board following each annual meeting of the membership shall be held within ten days thereafter at such time and place the Board shall fix.

3.8 Regular Meetings. Regular meetings of the Board may be held at such time and place a majority of the directors shall determine, but at least four such meetings shall be held during each fiscal year with at least one per quarter. Notice of the time and place of a regular meeting shall be communicated to directors not less than four days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

3.9 Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President or Vice President or by any two directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by:

- A. personal delivery;
- B. first class mail, postage prepaid;
- C. telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or
- D. email, text, facsimile, computer, fiber optics or such other communication device.

All such notices shall be given at the director's telephone number, fax number, electronic mail number, or sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least seven business days before the time set for the meeting. Notices given by personal delivery, telephone, or other device shall be delivered or transmitted at least 72 hours before the time set for the meeting.

3.10 Waiver of Notice. The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if:

- A. a quorum is present; and
- B. either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting.

Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.11 Telephone Participation in Meetings. Members of the Board or any committee may participate in a meeting of the Board or committee by means of conference or speaker telephone or similar communications equipment such as Skype or internet web hosting, by means of which all persons participating in the meeting can hear each other. Participation in a meeting as such shall constitute presence in person at such meeting.

3.12 Quorum of Board. At all Board meetings, a majority of the directors shall constitute a quorum for transaction of business, and the votes of a majority of directors present at a meeting at which a quorum is present shall constitute the decision of the Board, unless otherwise specifically provided in these Bylaws or Declaration.

3.13 Compensation. Directors shall not receive any compensation from the Association for acting as such unless approved by Members representing a majority of the total Class "A" votes in the Association at a regular or special meeting of the Association. Any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors. Nothing herein shall prohibit the Association from compensating a director, or any entity with which a director is affiliated, for services or supplies furnished to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director's interest was made known to the Board prior to entering into such contract and such contract was approved by a majority of the Board, excluding the interested director.

3.14 Conduct of Meetings. The President shall preside over all meetings of the Board, and the Secretary shall keep a minute book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings.

3.15 Notice to Owners; Open Meetings. Except in an emergency, notice of the time and place of Board meetings shall be posted at least 48 hours in advance of the meeting at a conspicuous place within VENTAGE CREEK which the Board establishes for the posting of notices relating to the Association. Notice of any meeting at which assessments are to be established shall state that fact and the nature of the assessment. Subject to the provisions herein, all meetings of the Board shall be open to all Members. Notwithstanding the above, the President may adjourn any meeting of the Board and reconvene in executive session, and may exclude persons other than directors, to discuss any or all of the following:

- A. employment or personnel matters for employees of the Association;
- B. legal advice from an attorney retained for the Board or the Association;
- C. pending or contemplated litigation; or
- D. pending or contemplated matters relating to enforcement of the Documents.

3.16 Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

3.17 Powers. The Board of Directors shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Declaration, these Bylaws, the Articles, and as provided by law. The Board may do or cause to be done all acts and things which the Declaration, Articles, these Bylaws, or Oklahoma law do not direct to be done and exercised exclusively by Members or the membership generally.

3.18 Duties. The duties of the Member-elected Board shall include, but not be limited to:

A. preparing and adopting, in accordance with the Declaration, an annual estimated budget and establishing each Owner's share of the Common Expenses;

B. providing for the operation, care, upkeep, and maintenance of the Common Area and making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the Declaration and these Bylaws;

C. designating, hiring, and dismissing the personnel necessary to carry out the rights and responsibilities of the Association, including professional management if so directed by the Board, and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

D. opening of bank accounts on behalf of the Association and designating the signatories required, and depositing all funds received on behalf of the Association in a bank or financial depository which it shall approve, and using such funds to operate the Association;

E. making and amending Rules and Regulations in accordance with the Declaration;

F. enforcing the provisions of the Declaration, these Bylaws, and the rules adopted pursuant thereto and bringing any legal proceedings which may be instituted on behalf of or against the Owners concerning the Association; provided, the Association shall not be obligated to take action to enforce any covenant, restriction or rule which the Board in the exercise of its business judgment determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action;

G. obtaining and carrying property and liability insurance, as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;

H. paying the cost of all services rendered to the Association;

I. keeping books with detailed accounts of the receipts and expenditures of the Association;

J. permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development of VINTAGE CREEK;

K. indemnifying a director, officer or committee member, or future director, officer, or committee member of the Association to the extent such indemnity is authorized by Oklahoma law, the Articles of Incorporation, or the Declaration;

L. administering the Declaration and VINTAGE CREEK Documents.

3.19 Right of Class "B" Member to Disapprove Actions. So long as the Class "B" membership exists, the Class "B" Member shall have a right to disapprove any action, policy or program of the Association, the Board and any committee which, in the sole judgment of the Class "B" Member, would tend to impair rights of Declarant or Builders under the Documents, or interfere with development or construction of any portion of VINTAGE CREEK, or diminish the level of services being provided by the Association.

A. Notice. The Class "B" Member shall be given written notice of all meetings and proposed actions approved at meetings (or by written consent in lieu of a meeting) of the Association, the Board, or any committee. Such notice shall be given by certified mail, return receipt requested, or by personal delivery at the

address it has registered with the Secretary of the Association, which notice complies as to the provisions herein, and which notice shall, except in the case of the regular meetings held pursuant to the Bylaws, set forth with reasonable particularity the agenda to be followed at such meeting.

B. Opportunity To Be Heard. The Class "B" Member shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program which would be subject to the right of disapproval set forth herein.

No action, policy, or program subject to the right of disapproval set forth herein shall become effective or be implemented until and unless the requirements of A and B above have been met. The Class "B" Member, acting through any officer or director, agent, or authorized representative, may exercise its right to disapprove at any time within ten days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting, at any time within ten days following receipt of written notice of the proposed action.

3.20 Management. The Board may employ for the Association a professional manager agent or agents at such compensation as the Board may establish to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary to perform the manager's assigned duties but shall not delegate policymaking authority. Declarant or an affiliate of Declarant may be employed as managing agent or manager. The Board may delegate to one of its members the authority to act on behalf of the Board on all matters relating to the duties of the manager, if any, which might arise between meetings of the Board.

The Association shall not be bound, either directly or indirectly, by any management contract executed during the Class "B" Control Period unless such contract contains a right of termination exercisable by the Association, with or without cause and without penalty, at any time after termination of the Class "B" Control Period upon not more than 90 days' written notice.

3.21 Accounts and Reports. Generally Accepted accounting principles shall be followed by the Member-elected Board, unless such Board by resolution specifically determines otherwise.

3.22 Borrowing. The Association shall have the power to borrow money for any legal purpose; provided, the Board shall obtain Member approval in the same manner provided in the Declaration for Special Assessments if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous 12-month period, exceeds or would exceed 10% of the budgeted gross expenses of the Association for that fiscal year.

3.23 Right To Contract. The Association shall have the right to contract with any Person for the performance of various duties and functions.

3.24 Enforcement. The Association shall have the power, as provided in the Declaration, to impose sanctions for any violation of any duty imposed under VINTAGE CREEK Documents. In the event that any occupant, tenant, employee, guest, or invitee of a Lot violates the Declaration, Bylaws, or a rule and a fine is imposed, the fine shall first be assessed against the occupant; Provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Association.

The Association shall not be obligated to take any enforcement action if the Board reasonably determines that the Association's position is not strong enough to justify taking such action. Such a decision shall not be construed a waiver of the right of the Association to enforce such provision at a later time under other circumstances or estop the Association from enforcing any other covenant, restriction, or rule.

The Association, by contract or other agreement, may, but shall not be obligated to, enforce applicable city and county ordinances, if applicable, and may, but shall not be obligated to, permit Cleveland County or the City of Norman to enforce ordinances within the Properties for the benefit of the Association and its Members.

In conducting the business of the Association, the Board, at all times, shall act within the scope of VINTAGE CREEK Documents and in good faith to further the legitimate interests of the Association and its Members. The Board shall exercise its power in a fair and nondiscriminatory manner and shall adhere to the procedures established in VINTAGE CREEK Documents.

A. Notice. Prior to imposition of any sanction hereunder or under the Declaration, the Board or its delegate shall serve the alleged violator with written notice describing:

- i. the nature of the alleged violation;
- ii. the proposed sanction to be imposed;
- iii. a period of not less than 10 days within which the alleged violator may present a written request for a hearing to the Board; and
- iv. a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within 10 days of the notice.

If a timely challenge is not made, the sanction stated in the notice shall be imposed; provided that the Board may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the 10-day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

B. Hearing. If a hearing is requested within the allotted 10-day period, the hearing shall be held before the Board in executive session. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

C. Additional Enforcement Rights. Notwithstanding anything to the contrary in this Article, the Board may elect to enforce any provision of the Declaration, these Bylaws, or the rules of the Association by self-help or, following compliance with the dispute resolution procedures set forth in the Declaration, if applicable, by suit at law or in equity to enjoin any violation or to recover monetary damages or both, without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred. Any entry onto a Lot for purposes of exercising this power of self-help shall not be deemed a trespass.

3.25 Transition. Once the Declarant no longer controls the Association, the Declarant shall provide, to the Board, substantially the following:

- A. All Association books and records including minutes books and rules and regulations which may have been promulgated, if any;
- B. A statement of receipts and expenditures from the date of the recording of the Association documents to the end of the accounting period immediately succeeding the first election of the Board by the lot owners;
- C. A copy of the latest available approved plans and specifications for all Common Area improvements in the project and as-built plans if available;
- D. All insurance policies currently in force;
- E. All unexpired warranties relative to any Common Area improvements, if any;
- F. Any contracts in which the Association is a contracting party, if any; and
- G. A list of manufacturers of paints, roofing materials, and other similar materials if specified for use on Association property. The Association shall keep detailed records of receipts and expenditures affecting the operation and administration of the Association. All financial books and records shall be kept in reasonable accordance with sound accounting principles applied on a consistent basis. Financial records must be made available to lot owners at reasonable business hours or at a mutually convenient time and location, within five (5) days after receipt of a written notice properly served upon the Association and specifically identifying the specific books and records of the Association requested to be reviewed.

#### **4.0 Officers**

4.1 Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. The President and Secretary shall be elected from among the members of the Board; other officers may, but need not be members of the Board. The Board may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have such authority and perform such duties as the Board prescribes. Any two or more offices may be held by the same person, except the offices of President and Secretary.

4.2 Election and Term of Office. The Board shall elect the officers of the Association at the first meeting of the Board following each annual meeting of Members, to serve until their successors are elected.

4.3 Removal and Vacancies. The Board may remove any officer whenever in the Board's judgment the best interests of the Association will be served, and may fill any vacancy in any office arising because of death, resignation, removal, or otherwise, for the unexpired portion of the term.

4.4 Powers and Duties. The officers of the Association each shall have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, manager, or both.

4.5 Resignation. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the Acceptance of such resignation shall not be necessary to make it effective.

4.6 Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two officers or by such other person or persons as may be designated by Board resolution. Compensation of officers shall be subject to the same limitations as compensation of directors.

#### **5.0 Committees**

5.1 General. The Board may appoint such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution.

#### **6.0 Miscellaneous**

6.1 Fiscal Year. The fiscal year of the Association shall be a calendar year, unless the Board establishes a different fiscal year by resolution.

6.2 Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Oklahoma law, the Articles of Incorporation, the Declaration, or these Bylaws.

6.3 Conflicts. If there are conflicts among the provisions of Oklahoma law, the Articles of Incorporation, the Declaration, and these Bylaws, the provisions of Oklahoma law (unless displaceable by the Documents), the Declaration, the Articles of Incorporation, and the Bylaws (in that order) shall prevail.

6.4 Books and Records.

A. Inspection by Members and Mortgagees. The Board shall make available for inspection and copying by any holder, insurer or guarantor of a first Mortgage on a Lot, any Member, or the duly appointed



representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in a Lot: the Declaration, Bylaws, and Articles of Incorporation, including any amendments, the rules of the Association, the membership register, books of account, including financial records, and the minutes of meetings of the Members, the Board, and committees.

B. Rules for Inspection. The Board shall establish rules with respect to: notice to be given to the custodian of the records; hours and days of the week when such an inspection may be made; and payment of the cost of reproducing documents requested.

C. Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make a copy of relevant documents at the expense of the Association.

D. Exceptions to Inspection Requirement. Notwithstanding any provision to the contrary, the Board shall not be required to make available for inspection any portion of any book or record which relates to any of the following:

- i. personnel matters or a person's medical records;
- ii. communication between an attorney for the Association and the Association; or
- iii. pending or contemplated litigation;

In addition, the Board shall not be required to disclose or make available for inspection any financial or other records of the Association if disclosure would violate local, state, or federal law.

6.5 Notices. Except as otherwise provided in the Declaration or these Bylaws, all notices, demands, bills, statements, or other communications under the Declaration or these Bylaws shall be in writing and shall be deemed to have been duly given if posted at each entrance to VINTAGE CREEK, delivered personally, or if sent by United States mail, first class postage prepaid:

A. if to a Member or Member, at the address which the Member or Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of such Member or Member; or

B. if to the Association, the Board, or the manager, at the principal office of the Association or the managing agent or at such other address as shall be designated by notice in writing to the Members;

6.6 Amendment.

A. By Class "B" Member. Prior to termination of the Class "B" Control Period, the Class "B" Member may unilaterally amend these Bylaws. Thereafter, the Class "B" Member may unilaterally amend these Bylaws at any time and from time to time if such amendment is necessary:

- i. to bring any provision into compliance with any applicable governmental statute, rule or regulation, or judicial determination;
- ii. to enable reputable title insurance companies to issue title insurance on Lots; or
- iii. to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Lots.

So long as the Class "B" membership exists, the Class "B" Member may unilaterally amend these Bylaws for any other purpose, provided the amendment has no material adverse effect upon any right of any Member.

B. By Members Generally. Except as provided above and Oklahoma law, these Bylaws may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing 51 % of the total Class "A" votes in the Association, AND the consent of the Class "B" Member, if such exists. In addition, the approval requirements set forth in the Declaration shall be met, if applicable. Notwithstanding the

above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. No amendment may remove, revoke, or modify any right or privilege of Declarant or the Class "B" Member without the written consent of Declarant, the Class "B" Member, or the assignee of such right or privilege.

C. Validity and Effective Date of Amendments. Amendments to these Bylaws shall become effective upon Recordation unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six months of its Recordation, or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these Bylaws.

**CERTIFICATION**

I, the undersigned, do hereby certify: I am the duly elected and acting Secretary of VINTAGE CREEK Property Owners Association, Inc., an Oklahoma corporation; the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the same date as the execution of the foregoing Declaration.

IN WITNESS WHEREOF, I have hereunto subscribed my name as representative of the Association the same date as written above.

\_\_\_\_\_  
Secretary: \_\_\_\_\_