

BYLAWS
OF
THE PARK ON FLORENCE OWNERS ASSOCIATIONS, INC.

ARTICLE I
OFFICES

1.1 Offices. The principal offices of the Association shall be located in Tulsa, County, Oklahoma.

ARTICLE II
CONFLICT WITH OTHER INSTRUMENTS

2.1 Where the terms of these Bylaws contradict the Owner's Certificate and Dedication for The Park on Florence Property Owners Association, Inc. ("Dedication"), or with the Certificate of Incorporation for The Park on Florence Property Owners Association, Inc. (the "Corporation"), the terms of the Dedication, then the Certificate of Incorporation of the Corporation, then these Bylaws, in that order, shall control.

ARTICLE III
MEMBERS

3.1 Owners. The membership of the Association shall consist exclusively of the owners of any lot within The Park on Florence ("Lot"). Membership is compulsory according to the Dedication and is effected automatically upon the purchase of fee ownership interest in any Lot. Further, membership is terminated automatically upon the sale, transfer, conveyance or other disposition of a Lot, thereby terminating the owner's fee ownership interest.

3.2 Management Rights of Members. The management of the Association shall be vested exclusively in the Board of Directors of the Association, no member shall be authorized to perform any acts or exercise any of the powers of the Board of Directors without the express delegation of such authority to such member by the Board of Directors.

ARTICLE IV
MEETING OF MEMBERS

4.1 Place of Meetings. All meetings of member shall be held at a location within The Park on Florence or at such other location in reasonable proximity to The Park on Florence, as may be designated in the notice of the meeting.

4.2 Annual Meeting. The annual meeting of the member shall be held on the fourth Monday in the month of March in each year, beginning with the March of the year in which the Association's Certificate of Incorporation is filed with the Secretary of State, at the hour of Seven o'clock (7:00) P.M., for the purpose of electing Directors whose terms of office have expired and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the state in

which the meeting is to be held, such meeting shall be held on the next succeeding business day. If the election of Directors shall not be held on the day designated herein for any annual meeting of the members, an adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the member as soon thereafter as conveniently may be held.

4.3 Special Meeting. A special meeting of the member may be called for any purposes, unless otherwise prescribed by statute, by any officer of by the Board of Directors of the Association and shall be called by any such officer at the request of the member owning a total of not less than twenty-five percent (25%) of the total voted entitled to be cast at the meeting, which request shall state the purpose for purposes of the proposed meeting. Business at a special meeting shall be limited to the purpose or purposes state in the call of said meeting.

4.4 Notice of Meeting. Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than five (5) nor more than thirty (30) days before the date of the meeting, either personally or by mail, by or at the direction of the President or the Secretary or the officer or persons calling the meeting, to each member of record entitled to vote at such meeting. No notices shall be required of the annual meeting if held in accordance with Paragraph 4.2, above. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears on the membership record books of the Association, with postage thereon prepaid. Any member may waive notice in writing, of any annual or special meeting of the members. Notice delivered to one joint owner of a Lot shall be deemed delivered to all other joint owners of such Lot.

4.5 Members Vote. The Association shall have one (1) class of voting membership which shall be all Owners of any Lot. Each owner of a Lot shall be entitled to cast one (1) vote for each Lot owned. If there is more than one (1) record owner of a Lot, only one vote can be cast for each Lot.

4.6 Closings of Transfer Books or Fixing of Record Date. In order to determine the members who are entitled to notice of a meeting or who are entitled to vote at any meeting of members or any adjournment thereof, or in order to identify the member for any other proper purpose, the Board of Directors of the Association may provide that the membership record books shall be closed for a stated period but not to exceed, in any case, forty (40) days. If the membership record books shall be closed for the purpose of determining members entitled to notice of or to vote at a meeting of members, such books shall be closed for at least five (5) days immediately preceding such meeting. In lieu of closing the membership record books, the Board of Directors may fix in advance a date as the record date for any such determination of members, such date in any case to be not more than forty (40) days and, in case of a meeting of members, not less than five (5) days prior the date on which the particular action requiring such determination of members is to be taken. If the membership record books are not closed and no record date is fixed for the determination of the members who are entitled to notice of a meeting,

the date on which the notice is given shall be the record date for such determination of members. If the membership record books are not closed and no record date is fixed for the determination of member entitled to vote at any meeting in which either notice is waived and no notice is given, or for actions of other members to be taken without a meeting, then the record date shall be the day preceding such meeting or the day preceding the date of the memorandum, without action, as the case may be. When determination of members entitled to vote at any meeting of member has been made as provided in this section, such determination shall apply to any adjournment thereof.

4.7 Voting Lists. The officer or agent having charge of the membership record books of the Association shall make a complete list of the members entitled to vote at such meeting, or any adjournment thereof, arranged in alphabetical order, with the address of each member. Such list shall be kept on file at the manager's office at the Project and shall be subject to inspection by any member at any time during usual business hours. The original membership record book shall be *prima facie* evidence as to who are the members entitled to examine such list or to vote at any meeting of members. Members shall be responsible for providing information to the Secretary documenting any change in ownership of a Lot. The Association may require certified copies of deeds of conveyance to document any such ownership change and may also require certified copies of deeds of conveyance to document any such ownership change and may also require certified copies of first mortgages.

4.8 Quorum. A Majority of Members' votes entitled to votes shall constitute a quorum at a meeting of members, if represented in person or by proxy. If less than a Majority of Members' votes is so represented at a meeting, such votes so represented may adjourn the meeting from time to time without further notice upon a vote of a majority to the voting power present. At such adjourned meeting at which a quorum shall be so represented, any business may be transacted which might have been transacted at the meeting as originally notified. The members so represented at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

4.9 Proxies. At all meeting of members, a member may vote by proxy, executed in writing by the voting member of a Lot or by his duly authorized attorney-in-fact, and bearing a date not more than eleven (11) months prior to said meeting unless said instrument provides for a longer period. Such proxy shall be filed with the Secretary of the Association before or at the time of meeting.

4.10 Voting by Certain Members. Lots titled in the name of a corporation or limited liability company shall be voted by such officer, agent or proxy as the Bylaws or Operating Agreement of such entity may prescribe, or in the absence of such provisions, as the board or directors or member of such entity may determine.

Lots which are a part of an estate and are within the control of an administrator, executor, guardian or conservator may be voted by such representative, either in person or by proxy, without a transfer of such membership into his name. Lots titled in the name of a trustee may be voted by him, either in person or by proxy, but not trustee shall be entitled to vote without a transfer of such Lot into his name.

Lots titled in the name of a receiver may be voted by such receiver, and Lots held by or under the control of a receiver may be voted by such receiver without the transfer thereof into such receiver's name if authority to do so be contained in an appropriate order of the court by which such receiver was appointed.

4.11 Informal Action by Members. Any action required, or which may be taken, at any annual or special meeting of the Members, may be taken without a meeting, without prior notice and without a vote, if a consent in writing setting forth the action so taken shall be signed by the Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action by the Members without a meeting by less than unanimous written consent shall be given to those Members who have not consented in writing.

4.12 Consent of Absentees. The transactions of any meetings of members, either annual or special, however called and noticed, shall be valid, notwithstanding any irregularity in notice or call, if a quorum present or by proxy and if, either before or after the meeting, each of the members who was not present in person or by proxy, but who were entitled to vote, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with and made a part of the minutes of the meeting.

4.13 Mortgages Representation. Institutional holders of any first mortgages on Lots shall have the right to attend all membership meetings if their representative is designated in writing to the Board of Directors and notice of such meetings shall be given to such mortgagee at the address so designated in writing. Provided, however, the failure to give notice to any such mortgagee, or the failure of such mortgagee to be admitted to any such meeting shall not of itself render the action taken at such meeting void or voidable. Members of the Board shall be elected by a Majority of votes of the Members.

4.14 Voting. Voting of the members may be via voice or by ballot, provided that all elections for Directors shall be by secret ballot upon demands made by any member before the voting begins. Cumulative voting is prohibited.

ARTICLE V

MEMBERSHIP ASSESSMENTS AND LEIN RIGHTS

5.1 Regular Assessments. In accordance with the provisions of these Bylaws and the Dedication, the Board of Directors shall fix and determine the regular assessments to be paid by the owner of each Lot for the purpose of constructing, operating, maintaining and repairing the common areas located within The Park on Florence ("Projects") which are determined by the Board of Directors to be for the mutual benefit of all the Members of the Association (including a reserve fund for those project which must be repaired or replaced on a periodic basis or any other purpose determined by Board of Directors) and paying the necessary expenditures of the Association. Such regular assessments shall be paid in installments determined by the Board of Directors.

5.2 Special Assessments. If the Board of Directors determines that the estimated total amount of funds necessary to defray the common expenses of the Association for a given fiscal year for any reason, including, but not limited to, unanticipated delinquencies, emergency situations, cost of construction, unexpected repairs, or replacements of capital improvements on the Projects, the Board of Directors shall determine the approximate amount necessary to defray such expenses, and if the amount is approved by a majority vote of the Board of Directors, it shall become a Special Assessment. Provided, however, any special Assessment which exceeds five percent (5%) of the budgeted gross expenses of the Association for that fiscal year shall be approved by a majority of the members of the Association at an Annual Meeting of the Members or at a Special Meeting of the Members called for that purpose. The Board of Directors may, in its discretion, prorate such Special Assessment over the remaining months of the fiscal year or levy the Assessment over the remaining months of the fiscal year or levy the Assessment immediately against each Lot.

5.3 Lien Rights. The association shall have the lien rights as set forth in the Dedication against the interest of each Member in his Lot to secure the full and prompt payment of all assessments levied by the Association; and, in the event of default, such lien may be foreclosed by the Association, or the Association, without waiving its lien rights, may pursue any other available remedy. Any assessment which is not paid by the 15th day after it is due shall be delinquent. Assessments not paid within thirty (30) days after the due date shall incur a late charge not exceeding ten (10) percent of the delinquent assessment or Ten Dollars (\$10.00) whichever is less, together with interest at the rate of twelve percent (12%) per annum commencing thirty (30) days after the assessment becomes due. There shall also be added to the assessment the reasonable cost incurred in collection the delinquent assessment, including reasonable attorney's fees.

5.4 Commencement of Regular Assessments. The Regular Assessments shall commence as to all Lots beginning upon the Board of Directors of the Association passing a resolution setting the date for their commencement.

ARTICLE VI **BOARD OF DIRECTORS**

6.1 General Powers. The property and business of the Association shall be managed by its Board of Directors, which may exercise all such powers of the Association and do all such lawful acts and things as are not by statute or by the Dedication, of the Certificate of Incorporation, or these Bylaws directed or required to be exercised or done by the members.

6.2 Number, Tenure and Qualifications. The number of Directors constituting the whole Board of Directors of the Association shall not be less than one (1) nor more than seven (7). The number of Directors to be elected by the Incorporators is one (1).

The term of the initial Board of Directors who is appointed by the board need not be members. Except for the initial Board of Directors, Directors may be removed without cause, and their term shall be for one (1) year. Incorporators shall conform to the Certificate of Incorporation. Each Director shall be elected to serve until his successor is elected and qualifies.

6.3 Regular Meetings. The annual meeting of the Board of Directors shall be held immediately after the annual meeting of the members and may be held without notice. The Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution.

6.4 Special Meeting. Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) Directors. The person or persons authorized to call a special meeting of the Board of Directors may fix the place for holding any special meeting of the Board of Directors called by them.

6.5 Notice. Notice of any special meeting shall be given at least five (5) days previous thereto by written notice delivered personally or mailed to each Director at his business address, or such address as he may designate, or by telegram or telephone facsimile. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice is given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Director may waive notice of any meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

6.6 Quorum. A majority of the number of Directors fixed by Paragraph 7.2 hereof shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

6.7 Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. Members of the Board of Directors, or of any committee thereof, may participate in a meeting of such Board of Directors or committee by means of conference telephone or similar communications equipment that enable all persons participating in the meeting to hear each other. Such participation shall constitute presence in person at such a meeting. Unless otherwise restricted by the Certificate of Incorporation of these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if a written consent to such action is signed by all members of the Board of Directors or of such committee as the case may be, and such written consent is filed with the minutes of proceedings of the Board of Directors or committee.

6.8 Vacancies. Any vacancy occurring in the Board of Directors shall be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Board of Directors, unless provided by law. A Director elected to fill a vacancy

shall be elected for the unexpired term, of his predecessor in office. Any directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting or at a special meeting of members called for that purpose.

6.9 Compensation. Directors, as such, shall not receive any stated salary for their services, but, by resolution of the Board of Directors, the Directors may be reimbursed their expenses, if any, incurred in their capacity as Directors.

6.10 Presumption of Assent. A Director who is present at a meeting of the Board of Directors at which action on any matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

6.11 Other Committees. The Board of Directors shall appoint other committees as it deems its sole discretion is deemed necessary to meet the responsibilities of the Association. Each Committee appointed by the Board of Directors shall keep regular minutes of its proceedings and report the same to the Board of Directors when required.

ARTICLE VII

OFFICERS

7.1 Number. The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors. The office of Vice President may be held vacant. The offices of Secretary and Treasurer may be held by the same person simultaneously. Such other officers, assistant officers, and agents as may be deemed necessary may be elected or appointed by the Board of Directors.

7.2 Election and Term of Office. Except for the initial officers of the Association as designated in the Certificate of Incorporation, who shall hold office until they resign or are removed, the officers of the Association shall be elected annually at the first meeting of the Board of Directors held after each annual meeting of the members. If the officers are not elected at such annual meeting, then as soon thereafter as is practicable a special meeting of the Board of Directors shall be called for such purpose. Each officer shall hold office until his successor has been duly elected and qualified or until his death or until he resigns or has been removed in the manner as herein provided.

7.3 Removal. Any officer or agent elected by the Board of Directors may be removed by an affirmative vote of the majority of the Board of Directors, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

7.4 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

7.5 President. The President shall be a member of the Board of Directors and shall be the principal executive officer of the Association and. Subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Association. He shall, when present, preside at all meetings of the members and of the Board of Directors. He shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

7.6 Vice President. In the absence of the President or in the event of his death, inability, or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

7.7 Secretary. The Secretary shall:

- (a) Keep the minutes of the members' and of the Board of Directors' meeting in on or more books provided for that purpose;
- (b) Give, or cause to be given, all notices in accordance with the provisions of these Bylaws or as required by law;
- (c) Be custodian of the Association's records and of the seal of the Association and see the seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized or required;
- (d) Keep a register of the post office address of each member which shall be furnished to the Secretary by such Association;
- (e) Have general charge of the membership records of the Association; and
- (f) In general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

7.8 Treasurer. The Treasurer shall:

- (a) Have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for moneys due and payable to the Association from any source whatsoever; deposit all such moneys in the name of the Association in such banks, trust companies or other depositories as shall be selected by the Board of Directors, keep full and accurate accounts of receipts and disbursements in books belonging to the Association and render to the President and Directors as each regular meeting of the Board of Directors, or whenever they may require it, an account of all such transactions and the financial condition of the Association; and
- (b) In general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine such bond shall be at the expense of the Association. The office of Secretary and Treasurer may be held by the same person.

7.9 Other Officers. Such other officers, assistant officers and agents which may be elected or appointed by the Board of Directors shall perform such duties as shall be assigned to them by the Board of Directors.

7.10 Compensation and Fees. The officers of the Association shall not receive any monetary compensation for the services performed in the conduct of the business of the Association, except upon the vote or written consent of a Majority vote of the Members. Nothing herein contained shall be construed or preclude any officer from serving the Association in any other capacity as an agent, employee or otherwise and receiving compensation therefore. Officers of the Association may be reimbursed for expenses incurred in carrying on the business of the Association.

ARTICLE VIII

CONTRACTS, LOANS CHECKS AND DEPOSITS

8.1 Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name and on the behalf of the corporation, and such authority may be general or confined to specific instances; and unless so authorized by the Board of Directors, no officer, agent or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable for any purpose or to any amount.

8.2 Loans. No loan shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

8.3 Checks, Drafts, etc. All checks, drafts, or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Association for over \$500 shall be signed by any two (2) officers or agents of the Association designated by the Board of Directors as signatories. Provided that any withdrawal of funds from the Association's reserve accounts shall require signatures of either two (2) members of the Board of Directors or one (1) member of the Board of Directors and an officer of the Board of Directors or one (1) member of the Board of Directors and an officer of the Association who is not also a member of the Board of Directors.

8.4 Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the Credit of the Association in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE IX

INDEMNIFICATION OF DIRECTORS AND OFFICERS

9.1 General Indemnity. To the extent consistent with Oklahoma or other applicable law in effect from time to time, any and all present and future Directors or Officers

(who for purposes of this Article shall be included as “officers”) of the Association shall be indemnified by the Association against all costs, and legal or other expenses, including counsel fees and the costs or amount of settlement reasonably incurred by or imposed upon them, or any of them in connection with the defense of any action, suit or proceedings, whether civil or criminal, in which they, or any of them are made parties, or a party, by reason of being or having been Directors or officers or a Director or officer of the Association. The right of indemnification herein provided shall apply whether or not such Director or officer or former Director or officer is such at the time such costs or expenses are incurred or imposed.

9.2 Misconduct Voids Indemnity. Such right of indemnification shall not apply, however, if any such Director or officer or former Director or officer shall be finally adjudged in such action, suit or proceeding to be liable for misconduct in the performance of duty. In any such action, suit or proceeding is settled (whether by agreement, entry of judgment by consent, or otherwise) without a final determination on the merits, the determination by a majority of the Board of Directors which members of the board are not parties to or involved in such action, suit or proceeding, though less than a quorum, or of any disinterested person or a majority of more than one disinterested person to whom the question may be referred by the Board of Directors, that such action, suit or proceedings did not arise out of misconduct in the performance of duty by the Director or officer or former Director or officer indemnified, and that such Director or officer would not be held liable in the action, suit or proceedings in question, shall be necessary and sufficient to justify indemnification hereunder.

9.3 Indemity, Specific Situations. For the purpose of the preceding provisions:

- (a) The right of indemnification conferred hereby shall extend to any threatened action suit or proceeding;
- (b) The determination of an action, suit or proceeding by a plea of *nolo contendere* or other like pleas shall not constitute a final determination on the merits; and
- (c) Unless expressly so adjudicate, a judgment against a Director or officer or former Director or officer indemnified, in any civil, criminal or other action, suit or proceeding, shall not constitute a determination that such Director or officer had been liable for misconduct in the performance of duty. Advances may be made by the Association against costs, expenses and fees, as, and upon the terms, determined by the Board of Directors.

9.4 Indemnity Not Exclusive. The foregoing right of indemnification shall not be exclusive of any other rights to which any Director or officer may be entitled as a matter of law or which may be lawfully granted to him; and the indemnification herein provided shall be in addition to and not in restriction or limitation of any other privilege or power which the Association may lawfully exercise with respect to the indemnification or reimbursement of Directors or officers.

ARTICLE X
POWERS AND DUTIES OF ASSOCIATION

10.1 General. Subject to the provisions of the Dedication and to the limitations of the Certificate of Incorporation, other provisions of these Bylaws and the Oklahoma General Corporation Act as to action to be authorized or approved by the members, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the Association shall be controlled by the Board or Directors, without prejudice to such general powers but subject to the same limitations, it is hereby expressly declared that the Directors shall have the powers and duties as set out below in this Article X.

10.2 Appoint Officers and Establish Their Duties. To select and remove all the officers, agents and employees of the Association, prescribe such powers and duties for them as may be consistent with the law, the Certificate of Incorporation, the Bylaws or the Dedication.

10.3 Control Business of the Association. To conduct, manage and control the affairs and business of the Association, and to make such rules and regulations therefore consistent with the law, the Certificate of Incorporation, the Bylaws or the Dedication as they deem best, including rules and regulations for the operation of the Common Elements and facilities owned or controlled by the Association.

10.3 Control Business of the Association. To conduct, manage and control the affairs and business of the Association, and to make such rules and regulations consistent with the law, the Certificate of Incorporation, the Bylaws or the Dedication as they deem best, including rules and regulations for the operation of the Common Elements and facilities owned and controlled by the Association.

10.4 Business Location. To change the principal office for the transaction of the business of the Association from one location to another within the same city. To designate any place within the City of Tulsa, State of Oklahoma, for the holding of any membership meeting or meetings.

10.5 Borrow Money, Encumber Property. To borrow money and incur indebtedness for the purpose of the Association and to cause to be executed and delivered therefore, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, or other evidences of debt and securities therefore.

10.6 Operate Projects. To manage, operate, maintain and repair the Projects, including the restoration and replacement of any or all Projects at any time and from time to time as the Board of Directors may determine desirable or necessary; and to make capital expenditures for and on the behalf of the Association, provided that the Board or Directors shall not incur aggregate expenditures for improvements to the Project in any fiscal year in excess of five(5) percent of the estimated Common Expenses for the fiscal, year, without the approval of a majority of the voting members of the Association.

10.7 Enforce Dedication and Bylaws. To enforce the provisions of the Dedication, the Certificate of Incorporation and Bylaws of the Association, the rules and regulations adopted by the Board of Directors and the provisions of any agreement to which the Association is a party.

10.8 Enter Into Contracts. To contract and pay for maintenance, gardening utilities, materials, supplies, and services relating to the Projects and to employ personnel for the operation and maintenance of the same including legal and accounting services.

10.9 Pay Taxes and Assessments. To pay any taxes and governmental special assessments which are or could become a lien on the Projects or any portion thereof.

10.10 Budgets and Financial Statements. To prepare budgets and financial statements for the Association as provided in the Bylaws and hire the services of accountants, bookkeepers and other professionals in this endeavor.

10.11 Prosecute or Defend Litigation, Engage Legal Counsel. To prosecute or defend, in the name of the Association, any action affecting or relating to the Projects or any Property owned by the Association, and any action in which all or substantially all of the owners of Lots have an interest; and to hire legal counsel and other professionals as may be necessary to advise the Association in the conduct of the business of the Association.

10.12 Executive Committees. To delegate any of its powers hereunder to others, including committees, officers and employees.

ARTICLE XI MISCELLANEOUS

11.1 Inspection of Books and Records. The Association shall keep in its principal office for the transaction of business or at such other place within the Project as the Board of Directors shall prescribe the original or a copy of the Bylaws as amended or otherwise altered to date, certified by the Secretary, a membership register, books of account and copies of minutes of all membership, Board of Directors and committee meetings, all of which shall be made available for inspection and copying by any member of the Association or by any member duly appointed representative and by all first mortgages, at any reasonable time, with reasonable notice, and for a purpose reasonable related to his interest as a member or mortgagee. The Board of Directors shall establish reasonable rules with respect to:

- (a) Notice to be given to the custodian of the records by the member or mortgagee desiring to make the inspection;
- (b) Hours and days of the week when such an inspection may be made; and
- (c) Payment of the costs of reproducing copies of documents requested.

Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the Common Elements. The right of inspection by a Director shall include the right at his expense to make extracts and copies of documents.

11.2 Fiscal Year. The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of each year, except that the first fiscal year shall begin on the date of incorporation of the Association. However, the fiscal year of the Association is subject to change from time to time as the Board of Directors shall determine.

11.3 Financial Statements. The Board of Directors shall prepare and distribute to all Members a copy of the reviews of the financial state of the Association. A copy of the review of said financial statements shall be distributed within One Hundred Twenty (120) days after the close of each fiscal year.

11.4 Budget. The Board of Directors shall prepare or causes to be prepared a Budget for the forthcoming fiscal year not less than forty-five (45) days before the beginning of each fiscal year of the Association. The Budget shall be prepared each year regardless of the number of Members or the amount of assets of the Association. A copy of the Budget shall be distributed personally or by mail to each Member and to each Mortgagee who has requested in writing that copies be sent to it.

ARTICLE XII **AMENDMENTS**

12.1 Except as otherwise provided herein, new Bylaws may be adopted or these Bylaws may be amended or repealed by a vote of the Members entitled to vote, in the same manner as modifications may be made to the Dedication.

ARTICLE XIII **WAIVER OF NOTICE**

13.1 Unless otherwise provided by law, whenever any notice is required to be given to any member or Director of the Association under the provision of these Bylaws, the Certificate of Incorporation, or Dedication, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

The undersigned being the President of the Park on Florence Property Owners Association, Inc., a corporation not for profit under the laws of the State of Oklahoma, does hereby certify that the foregoing Bylaws were adopted as the Bylaws of the Association at a meeting held for such purpose on the 6th day of February 2006.

REX ALEXANDER, President

*Retyped for posting on webpage 04/04/07