

THE MEADOWS AT SURREY HILLS
HOME OWNERS ASSOCIATION

221

BY-LAWS

INTRODUCTION.

The caveats set forth herein shall hereafter become the corporate By-Laws of The Meadows At Surrey Hills Home Owners Association, L.L.C.

ARTICLE I

DEFINITIONS.

Section 1.

When used in these By-Laws, the following words shall be defined as hereinafter set forth:

- A. **“Association”** – shall mean The Meadows At Surrey Hills Home Owners Association, L.L.C., its successors or assigns as incorporated under the laws of the State of Oklahoma.
- B. **“Common Areas”** – shall mean all improved or unimproved real properties so designated on the recorded plat of Surrey Hills Addition Number 12 which have been lawfully conveyed to the Association by the Developer for the use and enjoyment of its Members.
- C. **“Developer”** – shall refer to Claud and Betty K. Cypert, the original owners of the real estate platted as Surrey Hills Addition Number 12 and which is the real property in interest of the Association.
- D. **“Lot”** – shall mean any individually numbered plot of land so designated in the recorded plat of Surrey Hills Addition Number 12, not including the streets and designated common areas.



After recording please return to:
Tracy L George, Attorney and Code Enforcement
1100 N. 1st St. #21923 Oklahoma City OK 73127

- E. **“Member”** – shall mean the owner(s) of the fee, simple title to any lot included in the recorded plat of Surrey Hills Addition Number 12, and is thereby a participating member(s) of the Association.
- F. **“Privileges of Membership”** – shall refer to the right of the Member to enjoy the use of the Common Areas, participation in the Members voting rights, to hold office and all other Membership privileges extended herein.
- G. **“Home Owner”** – shall mean the owner who has caused a residence to be constructed on the designated lot within the Association Property including sellers under contract but not including those having an interest in the properties solely as security for the performance of an obligation.
- H. **“Person”** – shall mean an individual, partnership, corporation, trust or any other organizational entity or combination thereof owning property in Surrey Hills Addition Number 12.
- I. **“Properties”** – shall mean Surrey Hills Addition Number 12 according to the recorded plat thereof and such other additions and subdivisions as may lawfully be included in the jurisdiction of the Association.
- J. **“Board”** – shall refer to the duly elected Directors of the Association.
- K. **“Covenants”** – shall refer to the Declaration of Covenants, Conditions, Land Use Restrictions, Home Owners Association Provisions, improvements by the declarant, maintenance and improvements by the Association as set forth in the attachments to the recorded plat of the properties, herein.

ARTICLE II

A. NAME.

Section 1.

The name of this Association shall be **THE MEADOWS AT SURREY HILLS, L.L.C.**

ARTICLE III

A. OFFICE LOCATION.

Section 1.

The principal office location of The Association shall be in Oklahoma City, State of Oklahoma.

ARTICLE IV

A. SEAL.

Section 1.

The official seal of the Corporation shall be inscribed in the following form:

ARTICLE V

A. ASSOCIATION MEMBERSHIP – DUES/ASSESSMENTS

Section 1.

Every person, persons or legal entity owning a Lot in the Properties described shall be a Member of the Association and is subject to the Caveats and Covenants described herein.

Section 2.

Continuance of the Privileges of Membership shall be subject to the timely payment of Association dues and special assessments when due. The amount of the annual dues and the due date thereof must be set by the Board at the commencement of the fiscal year.

If such assessment is not paid within thirty (30) days of the respective due date, the Board shall declare payment of the past due amount to be delinquent. Thereafter, a written notice of the delinquency shall be posted in The United States mails to the delinquent Member's last known address and the delinquent Member's privileges of Membership suspended by the Board as of the delinquency date.

Full payment or payment arrangements of the delinquent amount must be made by the suspended Member within thirty (30) days following the notice date. If not paid or arrangements made by that time, the delinquent amount must be referred to the Board's

attorney (or representative) for the institution of lawful collection procedures. A property lien may also be invoked in accordance with the directives of the Covenants.

Payment of the delinquency must include all collection costs and attorney's fees. Upon payment, the Board may restore the suspended Members Privileges of Membership.

ARTICLE VI

A. BY-LAW/COVENANT VIOLATIONS/PENALTIES

(As amended at Annual Meeting of February 20, 2017)

Section 1.

The Board of Directors is authorized to enforce timely assessment payments from owners, compliance with By-Laws, Covenants and other policies enacted in accordance with the governing documents by assessing monetary and/or restrictive penalties against owners, their guests, family and renters who are violation.

Section 2.

When the Board receives notice of By-law and/or Covenant violation(s), the Code Enforcement Officer will review the alleged violation and report to the Board. The Board will meet to review the violation and decide course of action. (See procedure below)

Section 3. PENALTY PROCEDURE

First Notice

The HOA Board will begin the penalty process by sending a friendly letter to the resident, specifically defining the violation and requesting correction of said violation(s) and asking for their help in preserving a community that pleases everyone and preserves property values. The threat of monetary fines should not be referred to in this communication.

Second Notice

A letter sent requesting the homeowner to appear at a hearing before the Board (or their appointed designees) to address the cited violation(s). The letter will identify the nature of the violation(s), date, time and location of the hearing. If the homeowner fails to appear at the hearing or provide written evidence on his/her behalf, a monetary penalty

will then be imposed against the homeowner. The Board will notify the homeowner, in writing, of its decision.

The second written notice should again be neighborly and only threaten a fine if the violation poses a danger to the community. This letter is a follow-up to the first, assuring the resident that no one believes the violation was intentional and asking to take care of the situation immediately.

Third Notice

The final letter should threaten a fine and invite the resident to a hearing before the HOA Board, where a resolution should be negotiated, if possible. Though the controlling legal precedent varies from state to state, the fine should not be a ridiculous amount. Factors a board might take into account when determining the amount of the fine are seriousness of the violation, whether it is a danger to person or property, and if it is a repeat violation.

Additional violations:

Second Violation:

Continuing Violation: The Board may impose a continuing monetary penalty, assessed on a weekly basis, without additional notice or hearing, until the infraction or violation has been remedied. (A continuing violation is a violation of an ongoing nature which has not been corrected.)

Repeat Violation: Hearing Letter to Homeowner.

A repeat violation occurs when a person violates the same provision of the Association's governing document more than once and has already been given the appropriate warnings and hearing. A repeated violation will result in an immediate doubling of fines.

There may be a repeat, continuing violation, in which case fines (which have been doubled) will be assessed on a weekly basis until the violation is corrected.

Section 4. BOARD HEARING

A hearing will be scheduled at the first available opportunity for the Board. Notice of the date and time of the hearing will be sent to the resident. If the resident does not appear, the Board will take necessary action to move forward.

At the hearing, if the resident persuades the Board s/he will rectify the violation and there will be no repeat performance of the issue, the fine could be waived, though a homeowner shouldn't expect this. The Board will set a date and time certain for complete compliance. If complete compliance is not met within the deadline set, further enforcement action will be taken by the Board (including additional fines/fees or legal action).

The Board, upon hearing what the homeowner has to say or reviewing the evidence presented, typically discusses (but are not limited to) these common options:

Determine there is not an active violation or an enforceable violation and close it;

Agree to a time extension for the homeowner to cure the violation;

Conditionally waive fines per agreement terms with homeowner;

Impose an additional fine. If the violation is still not cured within 14 days, the Board has the authority to impose a recurring fine. Recurring fines can be imposed without notice or additional an opportunity to be heard.

If the homeowner does not appear at the Hearing, the Board has the authority to impose the initial fine, subject to recurring fines.

If the homeowner cannot attend the Hearing, the homeowner can submit a written request to be excused and provide a letter of defense for the Board to review, discuss and make a ruling.

The HOA has legal authority to place a lien on your property for By-Law and Covenant violations. This is obviously a serious step and will be utilized with considerable consideration and at the Board's discretion.

The Board would much rather have voluntary compliance than go through the time, effort and cost of enforcement and imposing, monitoring and collecting fines. Do your part to protect your asset and property values. Your full cooperation is very important!

Section 5. SCHEDULE OF FEES/FINES

Landscape Maintenance Violation:	\$25.00 per week
Trash Cans:	\$25.00 per week
Quiet Enjoyment (Nuisance/Excessive Noise):	\$25.00 per week
Maintenance of Animals (pet violations):	\$25.00 per week
Parking Violation:	\$40.00 per week (subject to tow/impound at resident expense)
Architectural Violation:	\$25.00 - \$100 per week
Front and Rear Yard Installation Violation:	\$25.00 - \$100 per week
Variance Application Violation:	\$100.00 per

(A Variance Application must be submitted and approved before any architectural improvements can be made. If the application is not submitted and approved prior to commencement of the work, fines can be imposed from the day work began, after the appropriate

notice and hearing.)

Interest Charge (pursuant to annual interest rate imposed by Court)

Late Payments

\$35.00 per

NSF Checks

\$35.00 per (plus any bank fees charged to the

Rental restrictions

All unpaid fines/fees are subject to collection procedures.

Section 6. APPEALS PROCESS

Any Owner receiving a fine/fee, who believes no violation occurred, may submit a written explanation to the Board. The owner will be given an opportunity for a hearing and no enforcement fee will be imposed until after the hearing.

Section 7. RULES VIOLATIONS

Violators of these Rules, Policy, any Resolution of the Board, the Bylaws, and/or Covenants may result in the matter being turned over to the Association's attorney for resolution. This is an addition to any other remedies available, including commencing civil action.

Before turning a matter over to the Association's attorney, a homeowner shall be given at least fifteen days written notice of the Board's intention, along with a statement of the reasons thereof.

Any homeowner objecting to the procedure is entitled to file a written appeal to the Board within eight days of the notice. Upon filing the appeal, the homeowner shall be entitled to be heard before the Board, either orally or in writing, not less than eight days before the effective date of turning the matter over to the Association's attorney.

Following this hearing, the Board shall determine, at its discretion, whether or not to proceed. Written notice of the Board's decision shall be given to the homeowner not more than forty-eight hours following the hearing.

All notices, either to homeowners or the Board; given pursuant hereto shall be in writing and delivered personally, via e-mail, or sent by first-class mail, postage prepaid. Notices to a homeowner shall be sent to the homeowner's last address of record as shown in the Association's files. Notices to the Board shall be sent to the Association's current address with a duplicate copy of the notice to the current Code Enforcement Officer of the Board, at his/her e-mail address.

ARTICLE VII

A. VOTING RIGHTS.

Section 1.

Members of the Association shall be entitled to one vote for each lot owned by the Member. If more than one Person is legally recorded as a Lot Owner, the multiple Owners must decide who among them may cast the vote when a Member-voting event occurs.

ARTICLE VIII

A. MEMBERS MEETINGS.

Section 1.

The time and place of all meetings of the Members shall be determined by the Board and shall be stated in the notice or call of the meeting.

Section 2.

The annual meeting of the Members of the Association shall be held on the second Tuesday of the second month of the calendar year unless a resolution of the Board determines another time, date, and designated place. At such annual meetings Directors (Board Members) shall be elected, the business affairs of the Association shall be considered and any other matters transacted which may properly be brought before the meeting.

Section 3.

Special meetings of Association Members may be called for any lawful purpose(s) by the President or in his/her absence or disability by the Vice-President, or by a majority of the Board or by a written call signed by a majority of the Association Membership.

Section 4.

Written notice of every annual or special meeting of the Members stating the date, time, place and in the case of special meetings, the purpose(s) thereof, shall be prepared and mailed by the Association Secretary to each voting Member at such address as it appears on the records of the Association, to include by electronic means, not less than ten (10) days nor more than forty (40) days in advance of any such meeting.

Section 5.

(As amended at Annual Meeting of April 20, 2010)

Unless otherwise provided in the Articles of Incorporation, these By-Laws or the Covenants, one-tenth (1/10) of the Members when present at the aforesaid meetings or represented by their designated proxies shall constitute a quorum and a majority of that number and may take any action directed. If at the appointed time of the Annual Meeting, the presiding Board Director determines a quorum has not been met , then the Board shall declare the meeting invalid. A special meeting will immediately be called with quorum requirement satisfied by those Lot Owners then in attendance or represented by their designated proxy. A majority of that number may then take any action required to continue the business of the Association.

Section 6.

Any Member entitled to do so may cast his or her vote in person or by designated proxy. A proxy may be so designated in writing, signed by the Member and filed with the Association Secretary before each regular or special meeting.

Section 7.

All Association meetings will be presided over by the duly elected President or in his or her absence by the Vice-President or any other elected officer of the Association who may be present. The Secretary of the Association shall keep a true and correct record of the proceedings and business conducted in all such meetings. All meetings shall be conducted under the general guidelines of Roberts Rules of Order.

ARTICLE IX

A. ELECTION/TERM-BOARD OF DIRECTORS.

(As Amended at Annual Meeting of May 9, 2015)

Section 1.

The affairs of the Association shall be managed by a Board of five (5) Directors. The number of Directors shall not exceed five (5). Directors shall be elected by the Membership at the annual Association meeting following nominations having been made by the Members present or by proxy.

Section 2.

Each Property Owner Member is entitled to one vote per Lot. If the Lot has multiple Owners, only one (1) vote may be cast. The Owners must decide which of them may vote. No part-owner votes may be cast.

Section 3.

In an effort to preserve a continuity of experience on the Board, Directors will serve staggered terms of office. At each annual Association meeting, the Members shall elect the same number of Directors as there are Directors whose terms are expiring at the time of each election. The nominees receiving the highest number of votes must be declared to be the elected Directors for the ensuing term. The Directors shall serve staggered terms of two (2) years. Beginning in 2015, the Membership shall elect a Treasurer and Vice President, whose term will end in election at the annual Association meeting of 2017. Beginning in 2016, the Membership shall elect a President, Code Enforcement Officer, and Secretary, whose term will end in election at the annual Association meeting of 2018. The Board of Directors reserves the right to make the decision of office assignment after election. Such staggered election shall continue each year with the election of the designated Directors. No Director shall serve consecutively for more than 3 terms.

Section 4.

Directors elected may serve concurrently as an Association Officer, Corporate Officer, or Employee: except that the Secretary or Treasurer may not be the same person as the President, and the President may not be the same person as the Vice-President. The President and Vice-President must be duly elected Directors serving on the Board.

Section 5.

Should the term of Director or Association Officer not be completed for any reason, a vacancy must be declared by the Board, whereupon the vacancy may be filled by a majority vote of the Board until such time as an election may be held by the Members of the Association at the next annual meeting.

ARTICLE X

A. POWERS OF THE BOARD OF DIRECTORS.

Section 1.

The Board of Directors shall have full authority to manage, control and conduct the Association business in accordance with the Articles, Covenants, these By-Laws and the laws of the State of Oklahoma.

Section 2.

It shall be the duty of the Board:

- a. To cause to be kept a complete record of all Association actions taken and to inform the Members at the annual or special meetings.
- b. To supervise the activities of all designated corporate officers, agents and employees of the Association in the performance of their assigned duties.
- c. To determine the amount of the annual dues to be assessed to Members for each assessment period, at least thirty (30) days in advance of such period.
- d. To prepare a listing of each property and its assessment amount to be maintained in the office of the Association which shall be open to inspection by any Member.
- e. To send written notice of each assessment to the assessed Property Owner, either by United States mail postage pre-paid, or via electronic means.
- f. To issue upon the Home Owner's demand, a receipt confirming the payment of the annual dues and any special assessments which shall be conclusive evidence of the payment thereof.

Section 3.

The Board of Directors is hereby authorized to:

- a. Limit the common areas which may be used by the guests of Association Members and restrict the number of Members' guests.
- b. Adopt and establish the rules and regulations prescribing conditions under which common areas may be used by Members and their guest.
- c. Prescribe and adopt reasonable fees for the use of any recreational facility located on Association Common Areas.

- d. Suspend the right of a Member or Member designee to use the recreational facilities for a period not to exceed thirty (30) days for any infraction of the rules for the use of such facilities.
- e. Declare vacant the office of any Director after his or her absence from three (3) consecutive meetings of the Board.
- f. Appoint and remove at its pleasure all designated officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require such security or fidelity bonds as the Board may deem appropriate. Nothing in these By-Laws shall be construed to prohibit the appointment by the Board of any Member, Director or Board committeeman from performing Association employment, but such appointee serves in that capacity at the pleasure of the Board.
- g. Appoint such committees as it may determine advisable to perform the objectives of the Association.

Section 4.

Any action of the Board which could be taken at its regular meeting may be taken on an interim basis by written memorandum signed by all Directors, filed with the Association records by the Secretary and made a permanent part of the Association minutes.

ARTICLE XI

A. ASSOCIATION AND CORPORATE OFFICERS, EMPLOYEES AND AGENTS.

Section 1.

At the first regular meeting of the Board following each Annual Members meeting, the Board shall elect Association Officers and such corporate officers, employees and agents as the Board determines are necessary to perform the administrative functions in order to accomplish the objectives of the Association. Such electees shall serve for the ensuing fiscal year or until the Board shall elect their respective successors.

Section 2.

The corporate officers, employees and agents appointed by the Board shall hold their offices and perform their duties as directed by the Board; shall serve at the pleasure of the

Board; and may be removed at any time with or without cause by the affirmative vote of a majority of the Board Members.

Section 3.

If the office or position of any Association officers, corporate officer, employee or agent becomes vacant the Board may fill such vacancy by the affirmative vote of a majority of the Board Members.

ARTICLE XII

A. DUTIES OF ASSOCIATION OFFICERS.

Section 1. PRESIDENT.

The President of the Association shall be assigned the following duties:

- a. He/She will be charged with the supervisory responsibility for the administrative management and performance of the Association goals as directed by the Board of Directors.
- b. The President shall also serve as Chairman of the Board and preside at all meetings of the Members and Directors.
- c. The President shall sign or countersign all bills, notes, contracts and other legal documents which pertain to the business of the Association except that he/she may assign the authority of signing Association checks to such other officers as may be approved by the Board. The President and the Association Secretary shall sign the minutes of all Members and Directors meetings over which he/she may have presided.
- d. The President shall execute bonds, mortgages and other contracts which bind the Association and require a corporate seal except where the execution thereof shall be delegated by the Board to another officer or agent of the Association as may be permitted by law.

Section 2. VICE-PRESIDENT.

- a. The Vice-President shall perform all duties of the President in the President's absence or inability to act by reason of disability or other incapability of performance of duties.

Section 3. SECRETARY.

- a. The Secretary shall attend all meetings of the Board and Association Members and record and retain all minutes of the proceedings in the Association records to be kept for that purpose.
- b. The Secretary shall issue or cause to be issued written notices of annual meetings, special meetings of Members and Directors and shall notify all Directors of their election.
- c. The Secretary shall have charge of and keep the corporate seal, affix the same to such instruments and legal documents as it may be required and to attest his/her signature thereto.
- d. The Secretary shall retain and maintain the Association and Corporation books and records and administer correspondence and perform such other duties as may be incidental to the office or may be specifically assigned by the President or the Board.

Section 4. TREASURER.

- a. The Treasurer shall act as the Association and Board liaison with the Accountant, who shall receive all Association income, record their receipts and deposit the same into appropriate Association bank account(s).
- b. The Treasurer shall disburse such funds at the direction of the Board. All checks disbursing funds shall be signed by the President or Vice-President except that the Treasurer may sign such checks for the disbursement of funds to pay charges made to the Association for items included in the approved annual budget for the year of such disbursal.
- c. The counter-signature of the President or Vice-President shall be required for funds disbursal checks issued in the amount of five hundred (\$500.00) dollars or more.
- d. The Treasurer shall assist the Accountant in keeping legible and understandable books of accounting. There shall be an annual audit thereof to be made by a certified public accountant at the completion of the fiscal year.
- e. The Treasurer shall assist the Accountant in preparing an annual budget and an annual balance sheet statement to be approved by the Board and presented to the Members at the regular annual meeting.

Section 5. CODE ENFORCEMENT OFFICER.

- a. To help protect the safety and health of Owners by ensuring that the buildings and land in the Association are in compliance with the Covenants and By-Laws of the Association.
- b. The purpose of all enforcement activity is not to punish the violator but only to encourage and obtain full and permanent compliance.
- c. To enforce the community's regulations and rules depending on the situation and what the community's governing documents require.

Section 6.

The duties listed herein, are not intended to be a complete listing of duties performed by Board Members. The Board Member duties are to include, but not be limited, to the listed duties. In the event of the absence or disability of any Officer of the Association for reasons deemed sufficient by a majority of the Board, the responsibilities of such absentee Officer may be temporarily delegated to a selectee upon occurrence of a majority vote of the Board.

ARTICLE XIII

A. FISCAL YEAR.

Section 1.

The fiscal year of the Association shall be the calendar year (January through December), unless determined otherwise by the Board.

ARTICLE XIV

A. ANNUAL REPORT TO MEMBERS.

Section 1.

Oklahoma Statutes require the Board distribute to the Members, not later than one hundred twenty (120) days after the close of the fiscal year a copy of the annual report. Such a requirement is expressly dispensed with hereby. However, the financial state of the Association will be a subject discussed at the annual meeting.

ARTICLE XV

A. MEMBER REGISTRATION/WAIVER OF NOTICE.

Section 1.

Every Member, Director or Officer of the Association shall register his/her mailing address with the Association Secretary, for the purpose of providing notices of the meetings to be held and the payment of dues (unless waived).

Section 2.

Any Member, Director or Officer may waive any notice required by these By-Laws, provided that he/she does so in writing prior to the date such notice is required.

ARTICLE XVI

A. RECORDS AVAILABILITY.

Section 1.

The accounting and administrative records of the Association shall be made available to the Members for inspection at the principal office location of the Association, at reasonable times during regular business hours.

ARTICLE XVII

A. INDEBTEDNESS.

Section 1.

The Association may borrow for Association purposes only a maximum indebtedness of up to one thousand (\$1,000.00) dollars upon approval of the Board. Any indebtedness beyond such amount will require prior approval of at least two-thirds of the Members voting in person or by written proxy. No such debt shall exceed a term of five (5) years nor shall any Member be required to become obligated to repay the debts of the Association. The Association may pledge only its tangible personal property as collateral for its indebtedness.

ARTICLE XVIII

A. PROPERTY ADDITIONS.

Section 1.

Improvements, changes, or additions to the residences of Association Members must be made in accordance with the Covenants as defined herein. However, variances may be granted by the Board upon application by such Member. Any Improvements, changes, or additions to the residences of Association Members not previously approved by the Board, are subject to such fines and fees as the Board may determine.

ARTICLE XIX

A. RIGHTS OF ENJOYMENT.

Section 1.

Members may delegate their rights of enjoyment of the Common Areas and facilities, to family members, tenants or purchasers under contract, subject to the rules and regulations promulgated by the Board.

ARTICLE XX

A. LEASING TERMS/CONDITIONS/RESTRICTIONS

(As Amended at Annual Meeting of April 20, 2010, and re-affirmed May 9, 2015)

Section 1.

In order to promote a stable, owner-occupied development, the following leasing restrictions shall apply to all Owners: No Management Company shall lease any Lot, unless it is under the following conditions. No Owner shall lease any Lot, unless it is under the following conditions.

Section 2.

No Lot within the HOA may be leased at any given time to a Third Party. Any Owner engaged in leasing or subleasing activities as of the date of this Amendment shall be allowed to continue leasing or subleasing activities for a period of two (2) years then shall be required to ensure that said Lot is sold or conveyed to a Third Party. Any Lot Owner engaged in leasing or subleasing activity must, upon the sale or conveyance of said Lot, notify any potential buyer or person taking title that no Lot within the HOA may

be leased at any given time to a Third Party. For the purpose of this provision, "Third Party" shall be defined as any person who is not an Owner as that term is defined in the Declaration.

All lease agreements must be submitted to the HOA. Owners shall also submit a "tenant registration form" to the HOA for each existing tenant/lease, in a form prepared for the HOA by the Board of Directors, no less than thirty (30) days prior to executing or extending a lease. The HOA may charge a reasonable review and processing fee concerning the above. Additionally, any Owner currently engaging in leasing activity must submit to the HOA a security deposit in an amount to be determined by the Board of Directors (the "Security Deposit"). The Security Deposit shall be debited should any tenant of the Owner or the Owner fail to abide by the provisions of this Declaration.

Additionally, if an Owner fails to provide the "tenant registration form" to the HOA as outlined above, the HOA may impose reasonable monetary penalties as determined by the Board, in addition to other remedies available under the Declaration and Oklahoma law. The HOA may also suspend an Owner's ability to Lease his Lot for a period of twelve (12) months. This rental restriction provision takes precedence over any inconsistent language in the Articles or Bylaws or Rules of the HOA.

Hardship Clause:

Owners may apply for a hearing before the Board for temporary or special variances in case of hardship. Permission to Lease will be granted at the sole discretion of the Board of Directors.

Section 3.

The term "leases" as used herein, shall include any agreement for the leasing or rental of a Lot or any portion thereof, and shall specifically include, without limitation, a month-to-month rental. No Owner shall have the right to lease his/her Lot unless it is under the following conditions:

- a. The lease is of a short-duration period not to exceed one (1) year;
- b. The lease is to single-family residents;
- c. All leases shall be in writing;
- d. All leases shall provide that the terms of the lease and lessee's occupancy of the Lot shall be subject in all respects to the provisions of this Declaration, and the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, and that any

failure by the lessee to comply with any of the aforesaid documents, in any respect, shall be a default under the lease;

e. No lease shall be for an initial term of less than one (1) year.

Any Owner who is engaged in leasing or rental of any Lot prior to 2015, when this Amendment became effective pursuant to proper vote of a majority of Lot Owners, must abide by this provision at the conclusion of any current lease or rental contract.

ARTICLE XXI

A. AMENDMENTS-DURATION/REVOCATION.

(As Amended at Annual Meeting of May 9, 2015)

Section 1.

These By-Laws may be amended, altered, changed or repealed by the affirmative vote of a majority of the Members attending any regular annual or special meeting of the Members; provided that any proposed revision of these By-Laws must be included in the notice of such meeting; provided further that such proposed revision shall not be in conflict with the Declaration of Covenants, Conditions and Restrictions attached to the recorded plat of Surrey Hills Additions 12 as therein provided.

Section 2.

If the Homeowner's Association Board determines that any amendments to these Covenants or any amendments to the By-Laws of the Association shall be necessary in the best interest of the Association, then, subject to the following sentence of this Section, the Board shall have and hereby specifically reserves the right and power to make and execute any such amendments by any such instrument approved in writing by not less than seventy percent (70%) of the Members (Homeowners). Such amendments shall be effective when duly recorded in Canadian County, Oklahoma.

Section 3.

Declarant hereby reserves and is granted the right and power to record technical amendments to these Covenants and the By-Laws of the Association at any time for the purposes of correcting spelling, grammar, dates or as is otherwise necessary to clarify the meaning of the provisions of these Covenants or By-Laws of the Association.

Section 4.

Should any conflict arise in the interpretation between the Articles of Incorporation, these By-Laws, and the Covenants, the Declaration of Covenants shall control.

ARTICLE XXII

A. AN OKLAHOMA CORPORATION.

Section 1.

The Meadows At Surrey Hills Homeowners Association, L.L.C. is an Oklahoma Corporation and is subject to the laws of the State.

ARTICLE XXIII

A. EFFECTIVE DATE.

Section 1.

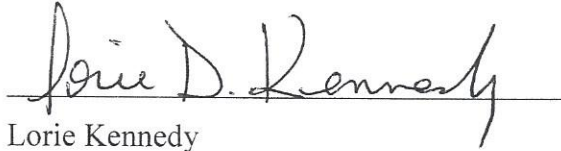
The By-Laws set forth herein were approved and adopted by the Board of Directors of the Association on this 20th day of July, 2017.



Todd McClain

President and Chairman of the Board

Attest:



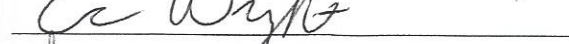
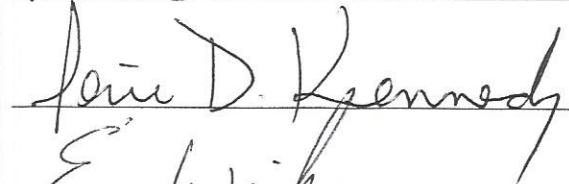
Lorie Kennedy

Secretary of the Board

BOARD APPROVAL:



Kim Stetcher



STATE OF OKLAHOMA)

) SS:

COUNTY OF CANADIAN)

Before me, the undersigned, a Notary Public, in and for said County and State on this 26 day of July, 2017, personally appeared TRACY L. GEORGE, Code Enforcement acting on behalf of and by the power of the Board of the Meadows Homeowners Association, to me known to be the identical person who executed the foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Jamie Tillinghast
Notary Public

My Commission Expires:

11-23-2020



My Commission Number is:

04010652