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NOTICE

(regarding EMERALD POINTE PROPERTY OWNER'S ASSOCIATION, INC)

EMERALD POINTE PROPERTY OWNER'S ASSOCIATION, INC., an Oklahoma not for profit corporation of Piedmont, Canadian County, State of Oklahoma ("Association"), was created to administer and enforce the Declaration of Covenants and Restrictions of Emerald Pointe filed on or about the 25th day of November, 2002, with the Canadian County Clerk's office in Book 2648 Pages 70-85 (the "Declaration") with respect to the following described real property located in Canadian County, Oklahoma, to wit:

See Exhibit "A", which is incorporated herein for all purposes hereof.

WHEREAS, by confirmation of the Association, Tom Beadel is the President of the Association and thereby has authority to sign, execute any and all contracts, documents, instruments, or conveyances or encumbrances together with the Association Secretary pursuant to Article XV of the Bylaws;

WHEREAS, by confirmation of the Association, Eric Mason is the Secretary of the Association and thereby has authority to sign, execute any and all contracts, documents, instruments, or conveyances or encumbrances together with the Association President pursuant to Article XV of the Bylaws;

WHEREAS, the below signed and notarized Officer signatures, authorized by the Association, attest that all attachments are the true and correct copies of the below referenced Bylaws and Resolutions of this Association;

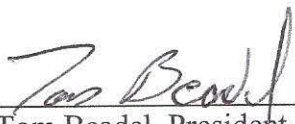
THE ASSOCIATION HEREBY GIVES NOTICE of the Bylaws of the Emerald Pointe Property Owners Association a/k/a Emerald Pointe Homeowners Association dated August 1, 2013 ("Bylaws") (a correct and true copy attached hereto as Exhibit "B" which is incorporated herein for purposes hereof) and the following Resolutions; all of which affect the real property described on Exhibit "A".

1. Resolution #1 Emerald Pointe Homeowners Association 2018 Annual Meeting Bylaw Change: Interest Bearing Checking Account ("**First Resolution**") dated September 13, 2018 (a correct and true copy attached hereto as Exhibit "C" which is incorporated herein for all purposes hereof);
2. Resolution #2 Emerald Pointe Homeowners Association 2018 Annual Meeting Bylaw Change: Name Clarification Emerald Pointe Property Owners Association ("**Second Resolution**") dated September 13, 2018 (a correct and true copy attached hereto as Exhibit "D" which is incorporated herein for all purposes hereof);

3. Resolution #3 Emerald Pointe Homeowners Association 2018 Annual Meeting Bylaw Change: Clarification for Bylaws Article VI Board of Directors Section 4 Term of Office ("**Third Resolution**") dated September 13, 2018 (a correct and true copy attached hereto as Exhibit "E" which is incorporated herein for all purposes hereof);
4. Resolution #1 Emerald Pointe Homeowners Association 2019 Annual Meeting: Powers and Duties of Board of Directors ("**Fourth Resolution**") dated August 27, 2019 (a correct and true copy attached hereto as Exhibit "F" which is incorporated herein for all purposes hereof); and,
5. Resolution #2 Emerald Pointe Homeowners Association 2019 Annual Meeting: Change of Annual Meeting Date ("**Fifth Resolution**") dated August 27, 2019 (a correct and true copy attached hereto as Exhibit "G" which is incorporated herein for all purposes hereof).

Dated, this 17 day of June, 2020.

Emerald Pointe Property Owner's Association, Inc.


Tom Beadel, President

CERTIFIED AND APPROVED:
Emerald Pointe Property Owner's Association, Inc.

By: 
Eric Mason, Secretary

Re: Emerald Pointe Properties
Owners Association Inc.
PO Box 393
Piedmont, AL 36078

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

Tom Beadel

Before me, the undersigned Notary Public, in and for said County and State, personally appeared **Tom Beadel** on behalf of Emerald Pointe Property Owner's Association, Inc. an Oklahoma not for profit corporation, on the 17 day of June, 2020, to me known to be the identical person who subscribed his name to the above and foregoing Notice, and acknowledged to me that he executed the same as the President of Emerald Pointe Property Owner's Association, Inc. and that he executed the same as his free and voluntary act and deed and the free and voluntary act and that he had the requisite authority from said company to so act.

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



Eric C. Mason
Notary Public

My Commission Expires: 6/22/20

My Commission No. 16006044

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

Eric C. Mason

Before me, the undersigned Notary Public, in and for said County and State, personally appeared **Eric Mason** on behalf of Emerald Pointe Property Owner's Association, Inc. an Oklahoma not for profit corporation, on the 17 day of June, 2020, to me known to be the identical person who subscribed his name to the above and foregoing Notice, and acknowledged to me that he executed the same as the Secretary of Emerald Pointe Property Owner's Association, Inc. and that he executed the same as his free and voluntary act and deed and the free and voluntary act and that he had the requisite authority from said company to so act.

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

Thomas Beadel
Notary Public

My Commission Expires: 9/28/22

My Commission No. 1008073

AFTER FILING RETURN TO:

Emerald Pointe Property Owner's Association, Inc.
P.O. Box 393
Piedmont, OK 73078

Exhibit A

LEGAL DESCRIPTION

A tract of land lying In the Southwest Quarter (SW/4) of Section Thirty-Five (35), Township Fourteen (14) North, Range Five (5) West of the Indian Meridian, being more particularly described as follows:

COMMENCING at the Southwest Corner of the Southwest Quarter (SW/4) of Section 35, Township 14 North, Range Five (5) West I.M.;

Thence North 0°00'34" East along the West line of said Southwest Quarter (SW/4) a distance of 1670.40 feet to the Point of Beginning;

Thence from said POINT OF BEGINNING continuing North 0°00'34" East along said West line a distance of 1429.02 feet to the Northwest Corner of said Southwest Quarter SW/4);

Thence North 89°40'36" East along the North line of said Southwest Quarter (SW/4) a distance of 602.30 feet;

Thence South 7°04'29" East a distance of 284.54 feet;

Thence around a curve to the left with a central angle of 0°36'35", a radius of 370.00 feet and a chord of 3.94 feet which bears South 82°37'13" West; thence along the arc of said curve a distance of 3.94 feet;

Thence South 7°41'04" East a distance of 148.17 feet;

Thence North 89°40'36" East a distance of 317.45 feet;

Thence South 42°48'16" East a distance of 304.80 feet;

Thence South 51°31'53" West a distance of 529.71 feet;

Thence South 68°43'01" West a distance of 300.75 feet;

Thence South 0°00'34" West a distance of 224.46 feet;

Thence around a curve to the right with a central angle of 8°37'01", a radius of 470.00 feet and a chord of 70.62 feet which bears South 85°22'06" West; thence along the arc of said curve a distance of 70.68 feet;

Thence South 89°40'36" West a distance of 74.62 feet;

Thence South 0°00'34" West a distance of 60.00 feet;

Thence South 45°00'18" West a distance of 35.36 feet;

Thence South 0°00'34" West a distance of 24.84 feet;

Thence South 89°40'36" West a distance of 313.00 feet to the Point of Beginning;

Said tract contains 1,036,864 Square Feet or 23.8031 Acres, more or less.

EMERALD POINTE

BYLAWS

ADOPTED AUGUST 1, 2013

REVISED AND UPDATED

SEPTEMBER 13, 2018

EXHIBIT B
PAGE 1
OF 16 PAGES

**BYLAWS
OF
EMERALD POINTE PROPERTY OWNERS ASSOCIATION AKA
EMERALD POINTE HOMEOWNERS ASSOCIATION**

**ARTICLE I
NAME AND LOCATION**

The name of the organization shall be Emerald Pointe Property Owners Association, hereinafter referred to as Emerald Pointe Homeowners Association or the "Association". The principal office of the Association shall be located at Piedmont, within the State of Oklahoma, County of Canadian, as may be designated by the Association Board of Directors. The Association shall conduct business as Emerald Pointe Homeowners Association.

**ARTICLE II
DEFINITIONS**

All definitions contained in Article I of the Declaration of Covenants and Restrictions of Emerald Pointe, hereinafter referred to as the "Declaration" and any amendments thereto, as recorded in Book 2648, Pages 70-85, and Book 2649, Page 523, of the records of the County Clerk's Office of Canadian County, shall apply hereto and are incorporated herein by reference.

**ARTICLE III
PURPOSE AND PARTIES**

- 1) Governance. The purpose for which this organization is formed is to manage and maintain the quality of the development known as Emerald Pointe, situated in the County of Canadian, State of Oklahoma, which property is described in the Declaration.
- 2) Owners Subject to These Bylaws; Acceptance of Bylaws. All present or future owners, tenants, future tenants of any Lot, or any other person who might use in any manner the Common Areas or any facilities or property of Emerald Pointe or the Association are subject to the provisions and any regulations set forth in these Bylaws. The mere acquisition, lease or rental of any Lot or the mere act of occupancy of a Lot will signify that these Bylaws are accepted, approved, ratified, and will be complied with.

ARTICLE IV MEMBERSHIP

1. Membership. Membership in the Association is defined in Article III, Section 3.1 and Section 3.2 of the Declaration. Any person, on becoming an owner of a Lot, shall mandatorily and automatically become a member of this Association and be subject to the Bylaws. Such membership shall terminate without any formal Association action whenever such person ceases to own a Lot, but such termination shall not relieve or release any such former owner from any liability or obligations incurred under or in any way connected with this Association during the period of such ownership and membership or impair any rights or remedies which the owners have, either through the Board of Directors of the Association or directly against such former owner and member arising out of or in any connected with ownership and membership and the covenants and obligations incident thereto.
2. Voting Rights. Voting rights of any Association member are described in Article III, Section 3.3 of the Declaration. There shall be only one vote per one Lot owned. Co-owners or joint tenants may only exercise one vote. No fractional votes are allowed. No Lot owner who is not current on his/her/their annual dues may vote at any meeting.
3. Annual Meetings. The first annual meeting of the voting members shall be held within one year from the date of ratification of these Bylaws and each subsequent regular annual meeting of the voting members shall be held during the same month of each year thereafter.
4. Special Meetings. Special meetings of the voting members may be called at any time by the Association President or by the Board of Directors or upon written request signed by a minimum of one-third (1/3) of the voting members.
5. Place of Meetings. The date, time and place of each meeting shall be set by the Board of Directors, which shall be designed to be as convenient as possible for all members to attend.
6. Notice of Meetings. Written notice of each meeting of the voting members shall be given by, or at the direction of, the Secretary or other person authorized to call the meeting, by mailing a copy of such notice, postmarked at least ten (10) days prior to such meeting, to each voting member entitled to vote there at and addressed to each voting member at the address appearing on the official books of the Association or officially supplied by such member to the Association for the purpose of notice. Such written meeting notice shall specify the place, day and hour of the meeting, and in the case of a Special Meeting, the purpose of the meeting. Notice of the meeting shall also include notice of the subsequent meeting to be held in the event a quorum is not achieved at the called meeting. The mailing of notice in the manner provided in this paragraph shall be considered notice served.

7. Quorum for Meetings. At any Annual Meeting or Special Meeting of the membership of the Association, the presence at the meeting of fifty percent (50%) of the Association membership, represented in person or by proxy, entitled to cast a vote shall constitute a quorum. In the event a quorum is not present, then the meeting called shall be adjourned, and the new meeting for the same purpose shall be held within two (2) to four (4) weeks. If notice has not already been given, notice of the new meeting for the same purpose shall be sent by mail within seventy-two (72) hours of the adjournment, at which new meeting the number of members represented in person or by proxy shall be sufficient to constitute a quorum.
8. Quorum for Action. An affirmative vote of a majority of the members represented either in person or by proxy, at a duly held meeting where a quorum is present, shall be required to transact the business of the meeting.
9. Proxies. Votes may be cast in person or by written proxy. Proxies must be filed with the Secretary of the Association before the appointed time of each meeting.

ARTICLE V ADMINISTRATION

- 1) Association Leadership. The association will be administered through a Board of Directors, whose selection or nomination, election, and term of office is defined in Article VI of these Bylaws.
- 2) Order of Business. The order of business at all called meetings of the Association membership shall be determined by the Board of Directors. In lieu of a written agenda by the Board of Directors, the order of business shall be as follows:
 - (a.) Determination of Quorum
 - (b.) Proof of notice of meeting or waiver of notice
 - (c.) Reading and disposal of unapproved minutes (unless waived)
 - (d.) Reports of officers and committees
 - (e.) Unfinished business
 - (f.) New business
 - (g.) Adjournment
- 3) Responsibilities. The Association is responsible for the appearance, maintenance, and repair of such common areas as the entrance and for enforcement of the Declaration as defined in the Declaration, in these Bylaws, or as so instructed by the Declarant.
- 4) Fiscal Management. The provision for fiscal management of the Association for and on behalf of all of the members as set forth in the Declaration shall be supplemented by the following provisions:
 - (a) Fiscal Year. The fiscal year of the Association shall be the calendar year.

- (b) Assessment. The initial annual assessment is set in the Declarations at \$100.00 per year. Article V of the Declaration establishes the procedures for any changes in assessments.
- (c) Assessment Term. The annual assessment is due on January 1 of each year and shall be collected annually.
- (d) Accounts. The funds and expenditures of the members by and through the Association shall be credited and charged to accounts as shall be appropriate, all of which expenditures shall be common expenses.
 - i.) All funds will be held in a FDIC insured account
 - ii.) Any expense other than utilities shall be bid and approved by a majority of the Board.
 - iii.) A budget will be developed and presented to the membership at the annual meeting.

ARTICLE VI BOARD OF DIRECTORS

1. Governance. Until the first annual meeting of the Association, the affairs of the Association shall be governed by its current elected officers who include Emerald Pointe HOA President (Bryce Holmes), Vice President (Vacant), Secretary (Teresa Jones) and Treasurer (Janet Hampton). These officers shall also serve as members of the initial Board of Directors. These Officers shall have no liability in law or equity for any claim or cause or action based on conflict of interest. At the first annual meeting of the Association, a Board member from Section 2 shall be elected to serve a one (1) year term; two Board members from Section 3 shall be elected, with one to serve a one (1) year term and the other to serve a two (2) year term; and one at-large member who can be from any section shall be elected to serve a two (2) year term. Following the adjournment of the first annual meeting of the Association, the Board of Directors shall meet to choose a Vice- President from the Board and the Board shall commence managing the affairs of the Association.
2. Number. The initial Board of Directors shall be comprised of seven (7) members. At least one but not more than two Directors shall be selected from each section, provided the at-large member can be from any section, even if this results in three (3) Board members being from the same section. As additional sections of Emerald Pointe are developed, a maximum of two (2) additional members shall be elected from each new section. The first member shall be elected when the new section reaches thirty percent (30%) occupancy of platted Lots within that specific section and the second shall be elected when occupancy of the section reaches seventy percent (70%) occupancy. These Directors shall be elected at the next annual meeting of the Association after the occupancy requirements are met.
3. Qualifications. Except as provided for concerning an at-large member to the Board, each section of the Emerald Pointe development shall be represented on the Board by a maximum of two (2) members elected from those members whose Lots are officially platted within each of the sections of Emerald Pointe, as recorded in the plat records of the Court Clerk's Office of Canadian County. One at-large member shall also be elected and may reside in any section of the development. Each elected member shall be a voting member of the Association in good standing. All dues and assessments must be current to be elected and to remain in office.

4. Term of Office. To provide for staggered terms, the initial President and Secretary and one initial Board member from Section 3 shall serve a one (1) year term and thereafter the individuals elected/selected to these positions shall serve two year terms. All others shall serve two (2) year terms. One member from each section will be elected in odd years and one member will be elected in even years.
5. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the applicable Members of the Association. In the event of death, resignation or removal of a Director, his or her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his or her predecessor. Unless fulfilling the unexpired term of the at-large member, the selected member shall live in the same section as the vacating member.
6. Compensation. No Director shall receive compensation for any service he or she may render to the Association. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties. Compensation does not include gifts of appreciation or condolences to any member or outgoing Director.
7. Nominations. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairperson, who shall be a member of the Board of Directors, and one voting member of the Association from each section of the development. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the voting Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. No Member who is not current in his/her/their annual dues may nominate or be nominated to be a Director. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.
8. Election. Election to the Board of Directors shall be by secret, written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.
9. Meetings of Directors.
 - (a.) Director's Organization Meeting. The organizational meeting of newly elected Board of Directors shall be held immediately following the annual members meeting, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.
 - (b.) Regular Meetings. Regular meetings of the Board of Directors shall be held at least quarterly without notice. Regular meetings shall be held at such place and hour as may be fixed from time to time by resolution of the

Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday, provided any Board of Directors meeting may be attended and conducted by telephone or other device which permits all of the Directors in attendance to participate in such meeting, and provided further that any actions required to be taken at any meeting of the Board of Directors, or any action which may be taken at such meeting, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members of the Board.

- (c.) Special Meetings of Directors. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two directors after not less than three (3) days' notice to each Director.
- (d.) Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.
- (e.) Action Taken without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

10. Powers and Duties.

- (a.) Powers. The Board of Directors shall have power to:
 - i.) Adopt and publish rules and regulations governing the use of the Common Area and facilities and personal conduct of the Members and of their guests thereon and to establish penalties for the infraction thereof;
 - ii.) Suspend the voting rights and right to use of the Common Area and recreational facilities of a voting Member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed sixty (60) days for infraction of published rules and regulations;
 - iii.) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws or the Declaration;
 - iv.) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent without prior approval of the Board from three (3) consecutive regular meetings of the Board of Directors;
 - v.) To own, convey, encumber, lease or otherwise deal with Lots conveyed to it as the result of enforcement of the lien for common expenses or otherwise.
 - vi.) To determine each year the advisability of election of tax exempt status under the appropriate Section of the Internal Revenue Code of 1954.
 - vii.) Employ and / or dismiss a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their

duties.

(b.) Duties. It shall be the duty of the Board of Directors to:

- i.) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the voting members, or any special meeting when such statement is requested in writing by one-third (1/3) of the voting members;
- ii.) Supervise all officers, agents and employees of this Association and to see that their duties are properly performed;
- iii.) Fix the commencement date for annual maintenance assessments against all Lots owned and occupied by Owners;
- iv.) Cause the Association to prepare and maintain a roster of Lots, and Owners thereof, the assessments applicable thereto, and the status of the payment thereof, which shall be open to inspection by any Owner at reasonable times by appointment;
- v.) Upon written demand of any Owner, furnish within a reasonable time to any Owner liable for an assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid;
- vi.) Foreclose the lien against any property for which assessments are not paid within thirty (30) days from due date or to bring an action at law against the Owner personally obligated to pay the same;
- vii.) Procure and maintain adequate liability and hazard insurance on property owned by the Association;
- viii.) Procure and maintain adequate Officers and Directors liability insurance on members of the Board of Directors;
- ix.) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- x.) Cause the Common Area to be maintained;
- xi.) To do all things necessary and proper for the sound and efficient management of the development.

11. No Waiver of Rights. The omission or failure of the Association or any owner to enforce the covenants, conditions, restrictions, easements, use limitations, obligations or other provisions of the Declaration, the Bylaws or the regulations and rules adopted pursuant thereto, shall not constitute or be deemed a waiver, modification or release thereof, and the Board of Directors shall have the right to enforce the same thereafter.

ARTICLE VII OFFICERS

1. Designation. The officers of the Association shall be a President, Vice President, Secretary and Treasurer, all of whom shall be members of and elected by the Board of Directors, and any such assistant officers as the Board shall, from time to time, elect. Such assistant officers need not be members of the Board of Directors, but each shall be an owner of a Lot.

2. Architectural Committee. Article VI of the Declaration provides for Architectural Control. At the time the Declarant turns over the development to the Association, the Board of Directors will serve as the Architectural Committee as described in Article VI of the Declaration. Except, Declarant shall retain architectural control over the construction of all new homes in the development. After new construction is completed, the Board of Directors shall exercise architectural control over subsequent construction such as remodels, swimming pools, outbuilding, etc.
3. Election of Officers. At the annual organizational meeting of each new Board of Directors the officers of the Association whose terms have expired shall be elected by the Board of Directors and shall hold office subject to continuing approval of the Board.
4. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may have his office removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. Members of the board may only be removed by vote of the owners as provided elsewhere in these Bylaws.
5. President The President shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Board of Directors unless he or she is absent. The President shall have all of the general powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the owners from time to time as he or she may in his or her discretion, decide are appropriate to assist in the operation of the Association or as may be established by the Board or by the members of the Association at any regular or special meeting.
6. Vice President The Vice President shall have all the powers and authority and perform all the functions and duties of the President, in the absence of the President, or his or her inability for any reason to exercise such powers and functions or perform such duties, and also perform any duties as directed by the President
7. Secretary.
 - (a.) The Secretary shall keep all the minutes of the meetings of the Board of Directors and the minutes of all meetings of the Association and shall have charge of such books and papers as the Board of Directors may direct; and shall, in general, perform all the duties incident to the office of Secretary and as is provided in the Declaration and the Bylaws.
 - (b.) The Secretary shall compile and keep up to date a complete list of members and their last known addresses as shown on the records of the Association. Such list shall also show opposite each member's name the number or other appropriate designation of the Lot owned by such member. Such list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times by appointment.

8. Treasurer. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He or she shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.
- (a.) The Treasurer shall compile and keep up to date a complete list of members, the assessments charged, and the assessments paid by each Lot Owner.
 - (b.) The Treasurer shall provide requested information in a timely manner about the assessment status of any Lot property upon a written request of any real estate agent or Title Company in the event of the pending sale of a property within the development.
 - (c.) The Treasurer shall file or cause to be filed any liens or other legal documents resulting from the non-payment of assessments or penalties.

ARTICLE VIII INDEMNIFICATION OF OFFICERS AND DIRECTORS

1. Indemnification. The Association shall indemnify through insurance or other means every Director, Officer, their respective successors, personal representatives and heirs, against all loss, costs and expenses, including counsel fees, reasonably incurred by him or her in connection with any action suit or proceedings to which he or she may be made a party by reason of his or her being or having been a Director or Officer of the Association except as to matters as to which he or she shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement, as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his or her duty as such Director or Officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Director or Officer may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing in this article shall be deemed to obligate the Association to indemnify any member or owner of a Lot who is or has been a Director or Officer of the Association with respect to any duties or obligations assumed or liability incurred by him or her under and by virtue of the Declaration.
2. No Personal Liability. Contracts or other commitments made by the Board of Directors or Officers shall be made as agent for the members, and they shall have no personal responsibility on any such contract or commitment (except as members), and the liability of any member on such contract or commitment shall be limited to such proportionate share of the total liability thereof as common interest of each member bears to the total assets of the Association. Furthermore, a member's individual liability on a contract with a third party is to the Association

only. Provided, the Association shall indemnify the Directors and Officers, their heirs, executors and administrators, against all losses, costs and expenses reasonably incurred by them in connection with any action suit or proceeding to which he/she may be made a party by reason of such person being or having been a Director or Officer of the Association, except as to matters wherein he/she shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE IX AMENDMENT TO BYLAWS

1. Amendment to Bylaws. These Bylaws may be amended by the Association at a duly constituted meeting called for such purpose or in any regular meeting so long as the notice of such meeting sets forth the complete text of the proposed amendment. No amendment by the Association shall be effective unless approved by an affirmative vote of a majority of the members present represented either in person or by proxy, at a duly held meeting where a quorum is present and the amendment is memorialized in writing and signed by the Board of Directors.

ARTICLE X EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING ADDRESS AND DESIGNATION OF VOTING REPRESENTATIVE

Proof of Ownership. Any person, on becoming an owner of a Lot, shall furnish to the Secretary a true and correct copy of the original or a certified copy of the recorded instrument vesting that person with an interest or ownership in the Lot, which copy shall remain in the files of the Association. A member shall not be deemed to be in good standing nor shall he or she be entitled to vote at any annual or special meeting of members until or unless ownership is recorded on Canadian County record website or member provides a copy of the recorded instrument.

1. Closing and Acknowledgment of Restrictions. In conjunction with furnishing to parties such as closing agents, notice of any lien claim by the Association for unpaid dues and assessments, the Board of Directors shall require the Seller-Lot Owner, or the closing agent, to obtain from the Purchaser of a Lot a signed acknowledgement of receipt of a copy of the Declaration and Bylaws and the Rules and Regulations of the Association, if any. Copies of these instruments will be furnished by the Treasurer for this purpose to every Lot Owner, closing or transfer agent or Purchaser. The copy of the receipt from the Purchaser should be furnished by the Seller or the Seller's agent to the Treasurer.
2. Registration of Mailing Address. The owner or several owners of an individual Lot shall have one and the same registered mailing address to be used by the Association for mailing of annual statements, notices, demands and all other communications, and such registered address shall be the only mailing address of

a person or persons, firm, corporation partnership, association or other legal entity or any combination thereof to be used by the Association. Such registered address of an owner or owners shall be furnished by such owner(s) to the Secretary within fifteen (15) days after transfer of title, or after a change of address, and such registration shall be in written form and signed by all of the owners of the Lot or by such persons as are authorized by Jaw to represent the interest of the owner(s) thereof.

3. Designation of Voting Representative Proxy.

(a.) If a Lot is owned by one person, his right to vote shall be established by the record title thereto. If title to a Lot is held by more than one person or by a firm, corporation, partnership, association, or other legal entity, or any combination thereof, such owners shall execute a proxy appointing and authorizing one person or alternate persons to attend all annual and special meetings of members and thereat to cast whatever vote the owner themselves might cast if they were personally present. Such proxy shall be effective and remain in force unless voluntarily revoked, amended or sooner terminated by operation of Jaw; provided, however, that within thirty (30) days after such revocation, amendment or termination, the owners shall reappoint and authorize one person or alternate persons to attend all annual and special meetings as provided by this Paragraph.

(b.) The requirements herein contained in this Article shall be first met before an Owner of a Lot shall be deemed in good standing and entitled to vote at an annual or special meeting of members.

ARTICLE XI
OBLIGATIONS OF THE OWNERS

1. Assessments. All owners shall be obligated to pay the annual dues imposed by the Association to meet the common expenses. The assessments imposed hereunder shall be due and payable yearly in advance as provided in the Declaration. The amount of such assessments may be altered in accordance with Article V of the Declaration. A member shall be deemed to be in good standing and entitled to vote at any annual or special meeting of members, within the meaning of these Bylaws, if, and only if, the Owner shall have fully paid all assessments made or levied against them and the Lot or Lots are owned by them, and the Owner is not in violation of any rule or regulation of the Association then in force.
2. Lien. The obligations of each owner to pay assessments shall be secured by a lien on the Lot in favor of the Association and such obligation shall survive any sale thereof.
3. General.
 - (a) Each owner shall comply strictly with the provisions of the recorded Declaration and these Bylaws and amendments thereto.
 - (b) Each owner shall always endeavor to observe and promote the cooperative purposes for the accomplishment of which Emerald Pointe was developed.

4. Use of Lots. All Lots shall be utilized only for residential purposes except as are otherwise provided in the Declaration and Plat Map.
5. Use of General Common Areas. Each owner may use the general common areas, sidewalks, pathways, roads and streets located within the entire project in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other owners.

ARTICLE XII

FINES, ABATEMENT AND ENJOINMENT OF VIOLATIONS BY OWNERS, DISPUTE RESOLUTION

The Board of Directors shall, at its sole option and discretion, have available the following power and authority for the enforcement of the Declarations, the Bylaws of the Association, and any Rules and Regulations duly adopted by the Board.

1. Abatement and Enjoinment. Subject to the provisions contained in this Article, the violations of any rule or regulation adopted by the Board of Directors, or a breach of any Bylaws, or a breach of any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth therein, after due notice to correct such violation, (i) to enter the Lot on which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Lot owner, any person, structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions thereof, and the Board of Directors shall not be deemed guilty in any manner of trespass, and to expel, remove and put out, using such force as may be necessary in so doing, without being liable to prosecution or any damages thereof, and (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.
2. Imposition of Fines; Due Process. The Board of Directors may impose Fines for the violation of the Declarations, the Bylaws, or any Rules or Regulation duly adopted by the Board. In order to afford due process to each owner before any punitive action may be finally imposed by the Board of Directors, each owner shall have the right to a hearing before the Board of Directors, en anc. The owner is entitled to notice of the hearing of the Board's intended imposition of a fine or other punitive action, of not less than ten (10) days written notice served upon the owner by either (i) hand delivery by a Board member who shall confirm said delivery in writing to the Board OR (ii) certified mail with return receipt requested. At said hearing, the owner shall be entitled to present evidence for the purpose of avoiding or mitigating any penalty or punitive action at which hearing both the Association and the owner may produce evidence and present witnesses. The Board of Directors shall promptly resolve the dispute and announce its decision, which in such instances shall be final as to all matters.
3. Denial of Use of Amenities. Should any owner be in default in the payment of any dues, assessments, or other sums due under the terms of the Declaration of these Bylaws, or be in violation of any of the terms of the Declaration, these Bylaws, or

any rule or regulations then in force, after due notice to correct such violation, then in any of such events, such owner may be denied the use of any of the amenities until such default or violation is appropriately cured.

4. Binding Dispute Resolution for Non-Monetary Disputes. As an alternative to the imposition of fines, the Association and every Owner may resort to a Binding dispute resolution process in lieu of litigation for non-monetary violations(s) of the Covenants, these Bylaws and Rules and Regulations adopted pursuant thereto. The election to submit to this process shall be agreed to by both parties. However, the Association shall not be required to resort to this dispute resolution process in the collection or assessment of any dues, fines, costs, assessments or other monetary items. For the purposes of this paragraph Binding dispute resolution shall include the folioing procedures:

- (a.) Facilitator. When the Board believes an Owner is violating one or more provisions of the Association Documents, the Board may employ an independent third-party to act as a "Facilitator"- The facilitator is authorized to contact both parties to the dispute and enter a written memorandum of the results of his or her attempt to settle the dispute including which party should pay the Facilitator's fee, if any. If the Facilitator is not able to settle the dispute, after receipt of the written memorandum, a party may choose to proceed to mediation as described in paragraph B below. The Facilitator may be any individual including another owner, if both parties agree. If the parties cannot agree, or if the Owner does not respond to the Board's request for a Facilitator, the Board shall employ an individual who holds themselves out as someone who regularly engages in dispute resolutions.
- (b.) Mediation. In the event a dispute is not settled after facilitation, the parties shall participate in mediation in accordance with the Oklahoma Statutes Title 12, Chapter 37: Dispute Resolution\Act, Section 1801-1806 and The District Court Mediation Act Chapter 38 Section 1821-1825. The parties shall share equally in the cost of the mediation. A list of qualified mediators shall be chosen by each party to the dispute and presented to the other party. In the event the parties cannot agree as to a mediator, the facilitator shall choose the mediator.
- (c.) Binding Arbitration. In the event the parties are unable to settle the dispute through mediation, such dispute shall be settled by arbitration in accordance with (i) Oklahoma's Uniform Arbitration Act and, (ii) if additional rules and procedures are necessary, the rules of the American Arbitration Association in effect at the time such arbitration is initiated. The mediator shall choose the Arbitrator and the hearing shall be held at a mutually convenient location in Oklahoma County or the county in which the property is located. The decision of the arbitrator shall be final and binding upon all Parties and shall be enforceable in any Court of competent jurisdiction. The prevailing party at such arbitration shall be awarded the costs of the arbitration, and the costs of all of the filings fees and related administrative costs. Administrative and other costs of enforcing an arbitration award, including the costs of subpoenas, depositions, transcripts and the like, witness fees, payment of reasonable attorney's fees, and similar costs related to collecting

an arbitrator's award, will be added to , and become a part of, the amount due. Any questions involving the interpretation of this provision shall use the laws of Oklahoma. An arbitrator's decision may be entered in any jurisdiction in which the party has assets in order to collect any amounts due hereunder.

ARTICLE XIII COMMITTEES

1. **Designation.** The Board of Directors may, but shall not be required to, appoint an executive committee, and it may designate and appoint members to standing committees or special ad hoc committees of any useful or worthwhile purpose to function in an advisory capacity to the Board of Directors. The Board may establish rules for the conduct of these committees and may delegate responsibility to said committees.
2. **Vacancies.** A vacancy in any committee shall be filled by the President until the next meeting of the Board of Directors.

ARTICLE XIV COMPENSATION

This Association is not organized for profit. No member, member of the Board of Directors, Officer or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as salary, credit for dues or compensation to, or distributed to, or inure to the benefit of any member of the Association or the Board of Directors, provided, however, that any member, Director or Officer may, from time to time, be reimbursed for their actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

If it is determined a Member has received compensation for services performed, the Association shall be entitled to pursue reimbursement of those funds from the Member and from the individual Directors authorizing payment.

ARTICLE XV EXECUTION OF DOCUMENTS

The persons who shall be authorized to execute any and all contracts, documents, instruments or conveyances or encumbrances, including promissory notes, shall be the President or Vice President and the Secretary of the Association.

ARTICLE XVI MISCELLANEOUS

1. Conflict in Documents. In the event that any inconsistency or conflict exists between the items of the Declaration, these Bylaws, or any rule or regulation then in force, the inconsistency or conflict shall in every instance be controlled by the Declaration.
2. Exculpation of Unavoidable Loss. The Association shall not be liable for any loss to any owner or inflicted upon any Lot or the property of the owner situated therein, brought about by flooding, water damage caused by burst pipes, acts of God or other force majeure. It is intended that for losses of this nature, each owner will bear the same or affect their own insurance to cover the same. Each owner may obtain additional insurance at their own expense for their own benefit. Insurance coverage on all furnishings and decorations and other items of personal property belonging to an owner and casualty and public liability coverage within each individual Lot are specifically made the responsibility of the owner thereof.

These Bylaws are originally executed as of Aug 1, 2013.


Association President / Board Chair

**Resolution #1 Emerald Pointe Homeowners Association
2018 Annual Meeting Bylaw Change**

Interest bearing Checking Account

Whereas ARTICLE V ADMINISTRATION, Section 4 FISCAL MANAGEMENT, Subsection (d) Accounts, Subsection i states "All funds will be held in an interest-bearing account;"

Whereas Such statement implies an interest bearing checking account, or all funds being held in an interest bearing savings account;

Whereas after an extensive internet search and contacting local banks, interest bearing checking accounts are not available to corporations unless they hold \$25,000 and/or more, in reserve in the account;

Whereas holding all funds in an interest bearing savings account would make daily operations cumbersome; now therefore be it

Resolved, "ARTICLE V ADMINISTRATION, Section 4 FISCAL MANAGEMENT, Subsection (d) Accounts, Subsection i, "All funds will be held in an interest-bearing account." strike the words "an interest bearing" and be replaced by "a FDIC insured."

Old Section:

ARTICLE V
ADMINISTRATION

Section 4 FISCAL MANAGEMENT,

(d.) Accounts

i; All funds will be held in an interest-bearing account.

New Section

ARTICLE V
ADMINISTRATION

Section 4 FISCAL MANAGEMENT,

(d.) Accounts

i; All funds will be held in a FDIC insured account

**Resolution #1 Emerald Pointe Homeowners Association
2018 Annual Meeting Bylaw Change**

Interest bearing Checking Account

Resolution #1: X Passed
 Failed

Certified and Signed: _____

Rev. Ronald W Mixer, President

Certified and Signed: _____

Teresa Jones, Vice-President

Certified and Signed: _____

Matt Davison, Treasurer

Certified and Signed: _____

Tami Chickering, Secretary

Signed this 13 Day of September 2018

**Resolution #2 Emerald Pointe Homeowners Association
2018 Annual Meeting Bylaw Change**

Name Clarification Emerald Pointe Property Owners Association

Whereas the Declaration of Covenants and Restrictions of Emerald Pointe made and recorded in Canadian County, Oklahoma Document 2002030849, Book 2648, Pages 70-85 Recorded 11/23/2002 states in the fifth (5) paragraph the non-profit corporation shall be known as Emerald Pointe Property Owners Association;

Whereas Article I Definitions, Section 1.4 of the Covenants and Restrictions restates the "Association" shall mean and refer to the Emerald Pointe Property Owners Association;

Whereas the Bylaws of the Emerald Pointe Homeowners Association Article I; Name and Location Preamble states the name of the organization shall be Emerald Pointe Homeowners Association;

Whereas ARTICLE II DEFINITIONS of the Bylaws refers specifically to the aforementioned Declaration of Covenants and Restrictions duly recorded and filed in Canadian County, Oklahoma

Whereas this name discrepancy has called into question the legality of the Emerald Pointe Home Owners Association's ability to enforce and regulate the Declaration of Covenants and Restrictions of the Emerald Pointe Property Owners Association, causing additional legal expense and a refile of the State non-profit cooperative papers;

Whereas the Declaration of Covenants and Restrictions of Emerald Pointe may not be amended until November 2023;

Whereas there are no such restrictions regarding the Emerald Pointe Home Owners Association Bylaws; now therefore be it

Resolved, the Emerald Pointe Homeowners Association

1. Bylaws reflect the correct corporate name of Emerald Pointe Property Owners Association on the title page
2. ARTICLE I NAME AND LOCATION of the bylaws be changed from:

The name of the organization shall be Emerald Pointe Homeowners Association, hereinafter referred to as the "Association". The principal office of the Association shall be located at Piedmont, within the State of Oklahoma, County of Canadian, as may be designated by the Association Board of Directors.

To:

The name of the organization shall be Emerald Pointe Property Owners Association, hereinafter referred to as Emerald Pointe Homeowners Association or the "Association". The principal office of the Association shall be located at Piedmont, within the State of Oklahoma, County of Canadian, as may be designated by the Association Board of Directors. The Association shall conduct business as Emerald Pointe Homeowners Association.

**Resolution #2 Emerald Pointe Homeowners Association
2018 Annual Meeting Bylaw Change**

Name Clarification Emerald Pointe Property Owners Association

Resolution #2: X Passed
 Failed

Certified and Signed: [Signature]
Rev. Ronald W Mixer, President

Certified and Signed: [Signature]
Teresa Jones, Vice-President

Certified and Signed: [Signature]
Matt Davison, Treasurer

Certified and Signed: [Signature]
Tami Chickering, Secretary

Signed this 13 Day of September, 2018

**Resolution #3 Emerald Pointe Homeowners Association
2018 Annual Meeting Bylaw Change**

**Clarification for Bylaws
Article VI
Board of Directors
Section 4 Term of Office**

Whereas Article VI Section 4 Term of Office reads: "To provide for staggered terms, the initial President and Secretary and one initial Board member from Section 3 shall serve a one (1) year term and thereafter the individuals elected/selected to these positions shall serve two year terms. All others shall serve two (2) year terms. One member from each section will be elected in odd years and one member will be elected in even years. The President and Secretary will be elected in even years. The Vice-President, Treasurer and at-large member will be elected in odd years."

Whereas it is not always possible to elect the President and Secretary in even numbered years or the Vice-President and Treasurer, and at-large member in odd numbered years,

Whereas current officers were not elected according to the prescribed bylaw, be it therefore

Resolved, that

**Article VI
Board of Directors
Article VI Section 4 Term of Office**

To provide for staggered terms, the initial President and Secretary and one initial Board member from Section 3 shall serve a one (1) year term and thereafter the individuals elected/selected to these positions shall serve two year terms. All others shall serve two (2) year terms. One member from each section will be elected in odd years and one member will be elected in even years. The President and Secretary will be elected in even years. The Vice-President, Treasurer and at-large member will be elected in odd years.

Be amended to read

**Article VI
Board of Directors
Article VI Section 4 Term of Office**

To provide for staggered terms, the initial President and Secretary and one initial Board member from Section 3 shall serve a one (1) year term and thereafter the individuals elected/selected to these positions shall serve two year terms. All others shall serve

Resolutions Page 5

Motions moved and presented by the Emerald Pointe HOA Board

EXHIBIT E
PAGE 1
OF 2 PAGES

two (2) year terms. One member from each section will be elected in odd years and one member will be elected in even years. ~~The President and Secretary will be elected in even years. The Vice-President, Treasurer and at large member will be elected in odd years.~~

**Resolution #3 Emerald Pointe Homeowners Association
2018 Annual Meeting Bylaw Change**

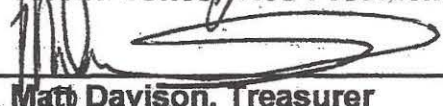
**Clarification for Bylaws
Article VI
Board of Directors
Section 4 Term of Office**

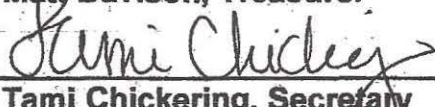
Resolution #3: X Passed

 Failed

Certified and Signed: 
Rev. Ronald W Mixer, President

Certified and Signed: 
Teresa Jones, Vice-President

Certified and Signed: 
Matt Davison, Treasurer

Certified and Signed: 
Tami Chickering, Secretary

Signed this 13 Day of September, 2018.

**Resolution #1
Emerald Pointe Homeowners Association
2019 Annual Meeting**

Powers and Duties of Board of Directors

Whereas ARTICLE VI, BOARD OF DIRECTORS, Section 10 Powers and Duties, Subsection b. Duties, Sub-subsection vi states: Foreclose the lien against any property for which assessments are not paid within thirty (30) days from due date or to bring an action at law against the Owner personally obligated to pay the same;

Whereas it is the belief of the present board in discussions with legal counsel, that this bylaw is found to be excessive and not in the spirit of a cooperative Home Owner Association, and

Whereas the association has no interest in suing the members over unpaid assessments as they are costly to the HOA, the homeowner and good will, and

Whereas there does need to be some recourse for unpaid assessments; now therefore be it

Resolved,

**ARTICLE VI
BOARD OF DIRECTORS**

10. Powers and Duties, (b) Duties. vi) Foreclose the lien against any property for which assessments are not paid within thirty (30) days from due date or to bring an action at law against the Owner personally obligated to pay the same.

Be amended to read as follows:

**ARTICLE VI
BOARD OF DIRECTORS**

10. Powers and Duties, (b) Duties. vi) Place a lien against any property for the purpose of collecting any unpaid amounts due Emerald Pointe HOA with a balance exceeding \$450.00; extenuating circumstances may be individually evaluated at the discretion of the board."

Old Section: (with strikeouts)

**ARTICLE VI
BOARD OF DIRECTORS**

10. Powers and Duties, (b) Duties. vi) Foreclose the lien against any property for which assessments are not paid within thirty (30) days from due date or to bring an action at law against the Owner personally obligated to pay the same.

**Resolution #1
Emerald Pointe Homeowners Association
2019 Annual Meeting**

Powers and Duties of Board of Directors

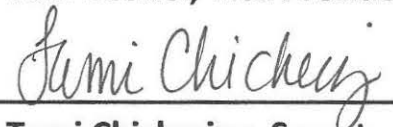
Resolution #1: X Passed

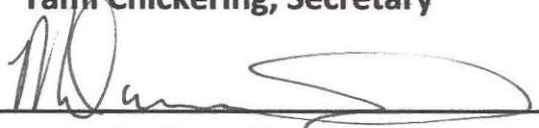
 Failed

I certify Resolution #1 regarding Powers and Duties of Board of Directors was passed at the annual meeting August 27, 2019.

Certified and Signed: 
Rev. Ronald W. Mixer, President

Certified and Signed: 
Tom Beadel, Vice President

Certified and Signed: 
Tami Chickering, Secretary

Certified and Signed: 
Matt Davison, Treasurer

Signed this 28th Day of May 2020

STATE OF OKLAHOMA)

) SS:

COUNTY OF OKLAHOMA)

Before me, the undersigned Notary Public, in and for said County and State, personally appeared **Ron Mixer, Tom Beadel, Tami Chickering and Matt Davison** on behalf of Emerald Pointe Property Owner's Association, an Oklahoma not for profit corporation, on the 28th day of May, 2020 to me known to be the identical person(s) who subscribed his/her name to the above and foregoing instrument, and acknowledged to me that he/she executed the same as an officer of the not for profit corporation and that he/she executed the same as his/her free and voluntary act and deed and the free and voluntary act and that he had the requisite authority from said company to so act.

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

(Seal)



[Signature]

Notary Public

My Commission Expires: 06/22/20

My Commission No. 16006044

**Resolution #2
Emerald Pointe Homeowners Association
2019 Annual Meeting**

Change of Annual Meeting Date

Whereas the purpose of an annual meeting is to review the previous year and elect officers for the coming year,

Whereas, it is recommended by Oklahoma Center for Non-Profits and other such organizations, the annual meeting take place soon after the close of the accounting or calendar year,

Whereas the annual meeting of the Emerald Pointe HOA takes place eight (8) to nine (9) months after the end of the calendar year, by bylaw; (**Article IV Membership Section 3 Annual Meetings**). The first annual meeting of the voting members shall be held within one year from the date of ratification of these Bylaws and each subsequent regular annual meeting of the voting members shall be held during the same month of each year thereafter.),

Whereas the date of ratification is August 1, 2013 and the annual meeting must occur during August the information shared at the annual meeting is dated and any budgets, plans for the coming calendar year, etc. are nearly expired, now therefore be it

Resolved,

**ARTICLE IV
MEMBERSHIP**

Section 3. Annual Meetings. The first annual meeting of the voting members shall be held within one year from the date of ratification of these Bylaws and each subsequent regular annual meeting of the voting members shall be held during the same month of each year thereafter. Be stricken and replace with a new Section 3. as follows:

Old Section: (with strikeout)

**ARTICLE IV
MEMBERSHIP**

Section 3. Annual Meetings. ~~The first annual meeting of the voting members shall be held within one year from the date of ratification of these Bylaws, and each subsequent regular annual meeting of the voting members shall be held during the same month of each year thereafter.~~

New Section:

**ARTICLE IV
MEMBERSHIP**

Section 3. Annual Meetings. The annual meeting of the voting members shall be held within sixty days (60) of January 1; (February 29th). If such meeting cannot take place due to inclement weather or a second meeting is required to meet quorum said meeting must occur within seventy five (75) days of January 1; (March 15th).

Now therefore be it further

Resolved, the annual meeting for 2020 occur as stipulated with the new bylaw, be it further,

Resolved, officers elected at the 2018 annual meeting have their terms shortened to finish their current terms at the 2020 annual meeting, therefore be it further,

Resolved, the terms of the elected officers of the 2019 annual meeting terms be shortened by the additional months necessary to finish their terms at the newly scheduled annual meeting in 2021, therefore be it further,

Resolved, the records maintained by the President and Secretary on terms of office be updated to reflect the shortened terms for stated officers.

Resolution #2
Emerald Pointe Homeowners Association
2019 Annual Meeting

Change of Annual Meeting Date

Resolution #2: X Passed
 Failed

I certify Resolution #2 regarding the Change of Annual Meeting Date was passed at the annual meeting August 27, 2019

Certified and Signed: _____

Rev. Ronald W Mixer, President

Certified and Signed: _____

Tom Beadel, Vice President

Certified and Signed: _____

Tami Chickering, Secretary

Certified and Signed: _____

Matt Davison, Treasurer

Signed this 28th Day of May 2020

STATE OF OKLAHOMA)

) SS:

COUNTY OF OKLAHOMA)

Before me, the undersigned Notary Public, in and for said County and State, personally appeared **Ron Mixer, Tom Beadel, Tami Chickering and Matt Davison** on behalf of Emerald Pointe Property Owner's Association, an Oklahoma not for profit corporation, on the 28th day of May, 2020 to me known to be the identical person(s) who subscribed his/her name to the above and foregoing instrument, and acknowledged to me that he/she executed the same as an officer of the not for profit corporation and that he/she executed the same as his/her free and voluntary act and deed and the free and voluntary act and that he had the requisite authority from said company to so act.

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

(Seal)





Notary Public

My Commission Expires: 6/22/20

My Commission No. 16006044

RECORDER'S MEMORANDUM

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc.