

REVISED BY-LAWS OF FENWICK HOMEOWNERS ASSOCIATION  
OCTOBER 2009 (PREVIOUS EDITIONS ARE OBSOLETE)  
A NOT-FOR-PROFIT CORPORATOIN

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**ARTICLE I**

**NAME AND LOCATION**

The name of the corporation is FENWICK HOMEOWNERS ASSOCIATION, hereafter referred to as the "ASSOCIATION". The principal office of the corporation shall be located at 7608 N. Council Rd., Oklahoma City, Oklahoma 73132, but meetings of members and directors may be held at such places within the State of Oklahoma, County of Oklahoma, as may be designated by the Board of Directors.

**ARTICLE II**

**Section 1.** "Association" shall mean and refer to FENWICK HOMEOWNERS ASSOCIATION, a non-profit corporation, its successors and assigns.

**Section 2.** "Properties" shall mean and refer to that certain real property described in the FENWICK Owners Restrictions and Protective Covenants, Conditions and Restrictions, and Certificate of Incorporation of FENWICK HOMEOWNERS ASSOCIATION and such additions thereto as may be brought within the jurisdiction of the Association from time to time, including subsequent sections of FENWICK.

**Section 3.** "Common Areas" shall mean the tracts of land designated as common areas or detention areas and any lands dedicated to the "public" on the plat or plats of Fenwick, a part of the South one-half of Section 321 T14N, R3W, I.M., Oklahoma County, Oklahoma (see exhibit "A" for exact legal), according to the recorded plat thereof (Fenwick will be platted in more than one section and all sections are fully included as is the original section of FENWICK) and any lands deeded to Fenwick Homeowners Association (lands dedicated to the public are not owned by the Association but may require maintenance by the Association per the regulations for use of the areas).

FENWICK, L.L.C. may also at its discretion deed properties to the FENWICK HOMEOWNERS ASSOCIATION that are not a part of the plats and not in the South of Section 32 for the purposes of detention or for other purposes. It shall be the responsibility of the FENWICK HOMEOWNERS ASSOCIATION to perform upkeep and maintenance on any detention ponds whether on site or off site per the requirements of the City of Oklahoma City.

**Section 4.** "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Areas.

**Section 5.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any home which is a part of the Properties, including

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contract sellers, but excluding those having such interest merely as security for the performance of any obligations.

**Section 6.** "Declarant" shall mean and refer to Fenwick, L.L.C., a Oklahoma Limited Liability Company, its successors or assigns, if such successors or assigns should acquire more than on undeveloped lot from the Declarant for the purpose of development and if FENWICK, L.L.C. shall assign their right as Declarant.

**Section 7.** "Declaration" shall mean and refer to the Conditions and Restrictions applicable to the Properties recorded in the Office of County Clerk of Oklahoma County, Oklahoma (also known as Owners Restrictions and Protective Covenants).

**Section 8.** "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration. (Collectively 'Membership' of the Association).

**ARTICLE III**

**MEETING OF MEMBERS**

**Section 1.** Annual Meetings. The first annual meeting of the Members shall be held within three years from the date of incorporation of the Association and after at least nine homes are occupied and each subsequent Regular Meeting of the Members shall be held on or about the same day of the same month of each year thereafter at the hours of 2:00 o'clock p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

**Section 2.** Special Meetings. Special Meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all the votes of Membership.

**Section 3.** Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by posting a notice at the Fenwick Clubhouse and at the neighborhood entrances, and by mailing postage prepaid, or hand delivering a copy of such notice at least 15 days before such meeting to each member entitled to vote thereat, addressed to the Members address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meetings, and in the case of a Special Meeting, the purpose of the meeting.

**Section 4.** Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10<sup>th</sup>) of the votes shall constitute a quorum for any action

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except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting. The Board shall call a new meeting for the same purpose within two (2) to four (4) weeks. Notice of the meeting shall be given. (Pursuant to Article III, Section 3). At the second meeting, those people present in person or by proxy shall constitute a quorum.

**Section 5. Proxies.** At all meetings of Members, each voting member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Members unable to attend the meeting may designate a person to vote in their absence by writing the name of that person on a proxy form. The person designated must be a HOA member with voting privileges. The proxy shall not constitute an absentee ballot; it shall only be used to assign the voting right. At the Annual Meeting or any meeting for which the proxy is valid, the person designated as the proxy shall be issued a ballot for each proxy submitted by that person. Every proxy shall be revocable and shall automatically cease upon the conveyance by the member of his Lot. A blank proxy form shall be sent with each homeowner's meeting announcement.

**ARTICLE IV**

**SELECTION: TERM OF OFFICE – BOARD OF DIRECTORS**

**Section 1. Number.** A Board of nine (9) directors shall manage the affairs of the Association, pursuant to the Articles of Incorporation. If the Board finds that there are no Members of the Association interested or willing to serve on the Board, then a non-member may be elected to run.

**Section 2. Term of Office.** At the first annual meeting the Members shall elect three directors for a term of one year, three directors for a term of two years, and three directors for a term of three years; and at each annual meeting thereafter the Members shall elect three directors for a term of three years.

**Section 3. Removal.** Any director may be removed from the Board, with or without cause by a majority vote of the members of the Association. In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of the predecessor.

**Section 4. Compensation.** No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

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**Section 5.** 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.

Exception to the Meeting Requirement:

1. In those cases where a meeting is normally required for any action to be taken, the directors shall have the right to take action without the required meeting as long as the following procedures are met:
  - a. All votes must be made by an authenticated record (e-mail or written and signed). A failure to vote shall not be considered as a vote for either side.
  - b. Board actions requiring dispersing of funds under \$1,000 for a budgeted item shall require an affirmative vote of a majority of the Board.
  - c. Board actions requiring dispersing of funds over \$1,000 for a budgeted item shall require a response by all the members of the Board and an affirmative vote by a majority of the Board. Failure to get 100% response shall require that a special meeting be held and a majority vote of those in attendance shall be required to disperse the funds.
  - d. Approval of budgeted repairs. Upon approval by the Fenwick Maintenance Committee (FMC), expenditure for repairs must be approved only by a majority of the Board of Directors.
  - e. Non-Budgeted repairs. Action requiring funding for non-budgeted items may be done only at a regular or special meeting of the Board of Directors.

**ARTICLE V**

**NOMINATION AND ELECTION OF DIRECTORS**

**Section 1.** Regular Meetings. Regular Meetings of the Board of Directors shall be held monthly without notice, 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.

**Section 2.** Special Meetings. 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.

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**Section 3. Quorum.** A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision, done or made by a majority of the directors present at a duly held meeting at which a quorum is present, shall be regarded as the act of the Board.

**ARTICLE VII**

**POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**Section 1. Powers.** The Board of Directors shall have power to:

- a. Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- b. Suspend the voting rights and use of recreational facilities of a member during any period in which that Member is in default of any assessment levy. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;
- c. 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 By-Laws, the Articles of Incorporation, or the Declaration;
- d. Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive Regular Meetings of the Board of Directors; and to prescribe their duties;
- e. Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

**Section 2. Duties.** It shall be the duty of the Board of Directors to:

- a. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Association at the annual meeting of the Members, or at any Special Meeting when such statement is requested in writing by one-fourth (1/4<sup>th</sup>) of the Members who are entitled to vote;
- b. Supervise all officers, agents and employees of this Association, and see that their duties are properly performed;
- c. As more fully provided in the Declaration, to:
  1. Fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. (Initial assessment shall be \$200.00 per year for the first year) pro-rated to December 31<sup>st</sup> of the first year.

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2. Send written notice of each assessment to every Lot Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
  3. Foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the owner personally obligated to pay the same.
- d. Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. The Board for the issuance of these certificates may make a reasonable charge. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
  - e. Procure and maintain adequate liability and hazard insurance on property owned by the Association;
  - f. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
  - g. Cause the Common Areas to be maintained so as to promote and improve the aesthetic and financial (investment) value of Fenwick properties. Maintenance efforts shall include, but not be limited to, prevention of waste; removal of litter, and evidence of vandalism; repair and replacement of worn or broken fixtures attached to Common Areas; and replacement or removal of deteriorated landscape features.
  - h. Perform such duties as required by FENWICK Owners Restrictions and Protective Covenants as filed for various sections of FENWICK and Articles of Incorporation of FENWICK HOMEOWNERS ASSOCIATION.

**ARTICLE VIII**

**OFFICERS AND THEIR DUTIES**

**Section 1.** Enumeration of Offices. The officers of the Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

**Section 2.** Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each Annual Meeting of the Members.

**Section 3.** Term. Each officer shall hold office for one (1) year unless s/he shall sooner resign, be removed, or otherwise found to be disqualified from serving. (Pursuant to the terms of Section 5 of this Article).

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**Section 4. Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

**Section 5. Resignation and Removal.** The Board may remove any officer from office with or without cause. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 6. Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

**Section 7. Multiple Offices.** The same person may hold the offices of the secretary and treasurer. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

**Section 8. Spouses on the Board.**

a. No more than one person from a household may be a member of the Fenwick HOA Board of Directors.

b. If someone holds an office that does not require the officer to be a Board member, then any Board member from that same household may not have any fiscal responsibilities connected to that office. This includes, but is not limited to, check signing, invoice approval, or account access.

**Section 9. Duties.** The duties of the officers are as follows:

- a. **President.** The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments and shall co-sign all checks and promissory notes.
- b. **Vice-President.** The Vice-President shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
- c. **Secretary.** The Secretary or a designee (e.g., a Board appointed Correspondence Secretary or contracted entity) shall record the votes taken at all Board meetings and by e-mail and correspondence; keep the minutes of all meetings and proceedings of the Board; keep the corporate seal of the Association and affix it on all Board

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- approved correspondence; keep appropriate current and accurate records showing the Members of the Association together with their addresses, a record of lessors and lessees and other relevant information that accurately reflect the Membership; and shall perform such other duties as required by the Board.
- d. Treasurer. The Treasurer or his duly appointed designee as approved by the Board of Directors shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by Resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; and keep proper books of account. The Treasurer will work with the Secretary in maintaining appropriate current and accurate records showing the members of the Association, current addresses, and other relevant information. The treasurer shall work with the Budget Oversight Committee and shall prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its Regular Annual Meeting, and provide a copy of each to the Members at the Annual Meeting.
- e. Audit Committee.
1. The Board of Directors shall establish an Audit Committee to annually audit a representative sample of the financial transactions of the Fenwick Homeowners Association.
  2. The Committee shall be chaired by a Member of the Association who is in good standing and who is not a member of the Fenwick HOA Board of Directors. The President of the Association shall appoint the Audit Committee Chair with the approval of the Board.
  3. The Chair of the committee may select additional Members of the Association to assist in the review. The results of the review shall be submitted to the President of the Board of Directors prior to it being presented to the full Board.

**ARTICLE IX**

**COMMITTEES**

**Section 1. Designation.** The Board of Directors may designate and appoint members to standing committees or special ad hoc committees for any useful or worthwhile purpose. These committees shall 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. All standing committees shall be appointed during the month after the election of new officers to serve until the new officers are elected and appoints committees.



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**Section 2.** Standing committees. These committees shall function in an advisory capacity to the Board of Directors. The duties of the Standing Committees are, but not limited to, the following:

- a. Nominating Committee. The committee shall consist of a chairman, who shall be a Member of the Board of Directors, and three (3) or more Members of the Association that are not member of the Board of Directors, and that represent all areas of Fenwick (i.e., Gated Fenwick, Un-gated Fenwick, and Fenwick Garden Village). The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall determine, but not less than the number of vacancies that are to be filled. All interested candidates shall submit an information form, approved by the Nominating Committee prior to being placed on the ballot. Nominees from the floor shall provide the same information on aforementioned form at the time of their nomination at the annual meeting.
- b. Budget Oversight Committee. The committee shall consist of the no less than three (3) and no more than five (5) members of the Association who are not on the Board of Directors and that represent all areas of Fenwick (i.e., Gated Fenwick, Un-gated Fenwick, and Fenwick Garden Village). The committee's duties shall be to assist the Treasurer in forming a proposed budget that shall be presented to the Board of Directors sixty (60) days prior to the Regular Annual Meeting.
- c. Social Committee. The committee shall have the responsibility of planning events to make the best possible use of the facilities and amenities of the Association by means of developing an ongoing program of interaction and involvement of Members.
- d. Maintenance Committee. The committee shall consist of members from all areas of Fenwick (i.e., Gated Fenwick, Un-gated Fenwick, and Fenwick Garden Village), as well as a member of the Board of Directors. The Board member shall act as treasurer of the committee and have full fiscal responsibility for expenditures of the committee, as well as disbursing of funds authorized by the Board. The primary responsibility of this committee shall be the day to day performance, and the planning for all maintenance for common areas and Association property. The duties shall include, but are not limited to, the following:
  1. Obtaining replacements and repairs for the Common Areas and Association property. The Fenwick Maintenance Committee (FMC) is responsible for getting estimates on all repairs, selecting bids, and ordering work to be completed as necessary. The Board shall approve, by a majority vote, all work which exceeds the cost of \$1,000 prior to the FMC ordering any such work. The FMC must report all repairs and bids to the Board at the next succeeding monthly Board of Directors meeting.
  2. Gathering and reviewing all current and future maintenance contracts.
  3. Estimating future needs for replacements and repairs of the Common Areas and Association property.

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4. Developing an annual plan to maintain the Common Areas and Association property. This plan shall be presented to the Budget Oversight Committee prior to the budget being due.
- e. By-Laws/Rules Committee. The committee shall consist of members from all areas of Fenwick (i.e., Gated Fenwick, Un-gated Fenwick, and Fenwick Garden Village), who may volunteer or be appointed by the President of the Board of Directors. The duties shall include, but are not limited to, the following:
  1. Annually review the By-Laws and Rules documents
  2. Revisions to the By-Laws and Rules documents approved by the Committee shall be presented to the Board of Directors. The Board may reject entirely or modify the recommended changes.
  3. The By-Laws Committee may always submit rules and/or By-Laws revisions on its own, as homeowners, to the members of the Association if they are rejected or modified by the Board of Directors.

**Section 3. Vacancies.** A replacement for a vacancy on any committee shall be appointed by the Board of Directors as soon as possible. Should the Board of Directors be unable to fill any post to a Standing Committee with Members of the Association as specified in these By-Laws, the unfilled post or posts of the Standing Committee that is affected shall be assumed by the Board of Directors until the vacancy(s) are filled.

**ARTICLE X**

**FISCAL MANAGEMENT**

**Section 1. Fiscal Year.** The fiscal year of the Association shall be a calendar year.

**Section 2. Dues.** Dues shall be assessed annually with a remittance date of February 15<sup>th</sup>. The due date may be changed by the Board of Directors; announcement of any change of the date shall be made no later than the Annual Meeting of the Members. The amount of the dues for pending fiscal year shall be determined according to the budgeting process defined in Sections 3 and 4 of this Article.

**Section 3. Accounts and Characterization.** Accounting for the expenditure of Association funds shall be ascertained by charging or crediting each expense or transaction into the following specific classes of accounts:

- a. Recurring Common Expenses. This class shall include expenditures considered minimally necessary to the basic operation of the Association and its Common Areas. Amounts to be presented in the budget each year will be derived by reviewing expenditures of prior period(s) and projecting fair estimate of the future cost for each item.

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b. Recurring Common Expense Reserve. Recurring common expenses shall be subcategorized as “base operating expense”, “anticipated operating expense”, and “contracted operating expense”.

1. Base Operating Expense shall include those expenses that are recurring and for which a reasonable estimate of future cost is readily determinable (e.g., utilities costs).
2. Anticipated Operating Expense shall include items that are relatively certain to occur, but for which a reasonable estimate is not readily determinable (e.g., repair of facilities).
3. Contracted Operating Expense shall include services that are subject to a renewable contract or agreement each year (e.g., common area mowing).

A reserve amount shall be determined each year for the base operating expenses and for anticipated operating expenses. The reserve ratio shall be set by agreement of a majority of the Budget Oversight Committee, shall be applied for one year, and shall be subject to change each time the annual budget is re-determined. No reserve shall be made for contracted operating expenses.

c. Replacement Reserve. An accumulating sinking fund shall be maintained to provide for future expenses associated with replacing, rebuilding, or refurbishing Association common assets. The amount of the fund shall be the result of an amortization of the best estimate of the amount and time of each identified expenditure. A schedule of the items to be included in the fund shall be attached to the annual budget and updated each year as required to maintain adequate monies to fund the projects as they come due.

d. Special Projects and Capital Improvements. A schedule of special projects and/or capital improvements may be developed after input from the Board, Budget Oversight Committee, and Association Members. The feasibility of any such item added to the schedule shall be explored, and its approximate cost and financial impact shall be determined.

**Section 4. Budget Approval.** A proposed budget shall be presented to the Board of Directors no less than sixty (60) days prior to the anticipated date of the Annual Meeting of the Members. If the Board of Directors fails to accept and ratify the budget presented, a special joint meeting of the Board and the Budget Oversight Committee shall be called as soon as practical. A final annual budget shall be valid only if approved by a majority of the combined bodies. The final budget must then be made available for presentation to Members of the Association by posting in a common place along with any other acceptable or agreed upon method at least thirty (30) days prior to the Annual Meeting. If a final budget cannot be presented within the time allowed, dues for the pending year default to the amount assessed in the current year’s budget.

**Section 5. Special Assessments.** Spending for items not included in the final budget shall be generally prohibited. An exception can be made for special assessments, which shall be considered only for expenses that are necessary to preserve or protect Association assets or property values, were not

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foreseeable prior to the formulation of the operating budget, and are deemed critical to the point that postponement to a future budget year would be considered imprudent.

**Section 6. Membership Veto.** Members may remove any budget item(s) included only in the Special Projects and Capital Improvements section of the budget by a majority vote of the quorum present in person or by proxy.

**ARTICLE XI**

**BOOKS AND RECORDS**

The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member of the Association. The Declaration, the Articles of Incorporation, and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association where copies may be purchased at reasonable cost.

**ARTICLE XII**

**ASSESSMENTS**

Each member is obligated to pay the Association annual and special assessments as more fully provided in the Declaration.

- a. If a homeowner owns more than one lot and they are contiguous to each other as reflected in the original plat filed of record, and locates a house on any part of either of those lots, then once that house becomes occupied, assessments become due on each of the lots.
- b. Any assessment(s) which are not paid when due shall be delinquent.
- c. If the assessment is not paid on or before the due date, a one-time \$50.00 late payment penalty shall be added to the amount due and the assessment shall bear interest from the date of delinquency at the rate of 18% per annum.
- d. The Association shall bring action at law against the Owner personally obligated to pay the same or file a lien against the property for the amount of the assessment plus interest, costs, and reasonable attorney's fees of any such action.
- e. No Lot Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot(s).

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ARTICLE XIII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words:  
FENWICK HOMEOWNERS ASSOCIATION.


ARTICLE XIV

AMENDMENTS

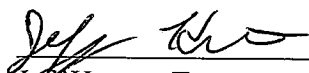
**Section 1.** If any part of the By-Laws is declared void or otherwise of no effect, it shall not affect the remaining By-Laws.


**Section 2.** Corrections. In the event a grammatical or similarly inconsequential error is determined to have occurred during the drafting of these By-Laws, the Board of Directors is authorized to implement or incorporate such minor scrivener's changes without the need to obtain prior approval from any party. Any alteration of this nature shall not affect the validity of these By-Laws. A record of such an alteration shall, however, be incorporated into the minutes of the Board meeting in which the correction was identified and rectified.

**Section 3.** IN WITNESS WHEREOF, we, being all of the Directors of the FENWICK HOMEOWNERS ASSOCIATION, have hereunto set our hands this \_\_\_\_ day of November, 2009.

  
Patricia Fincher, President      11/16/09  
DATE

  
Wes Wheeland, Vice-President      11/16/2009  
DATE

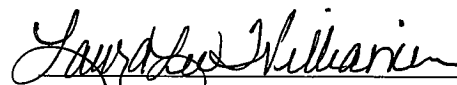
  
Jeff Hutson, Treasurer      11/16/09  
DATE

  
Jim McGoodwin, Member      DATE

  
Floyd Treiber, Member      11/16/09  
DATE

  
Mindy Geist, Architectural Chair      DATE

  
Bill Trimble, FMC Chair      11/16/09  
DATE

  
Laura Lee Williams, Member      DATE

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**CERTIFICATION**

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of the Fenwick Homeowners Association, an Oklahoma Corporation.

2. That the foregoing By-Laws, being properly considered and adopted by the Association's Board of Directors and by a majority of the quorum of Members of the Association at the Annual Meeting on the 29<sup>th</sup> day of October, 2009, constitute the revised By-Laws of the Fenwick Homeowners Association. It is the intent of the Association's Board of Directors that these revised By-Laws replace any and all prior versions.

*Susan J. Willard* 12/30/09  
Susan Willard, Secretary                      DATE

*K. Liana Stone* 12-30-09  
NOTARY'S SIGNATURE/SEAL      DATE

FENWICK SEAL:

