



Tulsa County Clerk - Michael Willis

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BYLAWS

OF

CYPRESS CREEK HOMEOWNERS' ASSOCIATION, INC

ARTICLE I

NAME AND LOCATION

See
Amendment 1.



The name of the corporation is CYPRESS CREEK HOMEOWNERS' ASSOCIATION, INC.

The principal office of the corporation shall be located at 9708 E. 55th Pl., Tulsa, OK 74146, but meetings of members and directors may be held at such places within Tulsa County, Oklahoma, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean Cypress Creek Homeowners' Association, Inc., its successors and assigns.

Section 2. "Cypress Creek " shall mean and refer to all platted lots and reserve areas within Cypress Creek, a subdivision in the City of Tulsa, Tulsa County, Oklahoma according to the recorded plat (No. 6097) thereof.

Section 3. "Common Area" shall mean all real property owned or maintained by the Association for the common use and enjoyment of the owners, and shall include but shall not be limited to:

Reserve Areas B, C, D, E and G, and the fencing and landscaping easement, depicted upon the plat of Cypress Creek, and all improvements thereon, including but not limited to, landscaping, screening fences and walls, entry features, and subdivision identification signs; and

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CUSTOMER**

DATE 11/06/2019 BY Morgan Dull

All common areas within any single family subdivision hereafter annexed into the jurisdiction of the Association as herein set out and any improvements thereon, including but not limited to open space and landscaping, but specifically excluding any reserve areas reserved for location of Recreational Facilities, as defined herein.

Section 6. "Lot" shall mean any residential lot within Cypress Creek, including Reserve Areas A and F if and when the same are used as a single family lot, or any residential lot within any single family residential subdivision which may be annexed into the jurisdiction of the Association, and otherwise shall specifically exclude any Reserve Areas within Cypress Creek or within any single family residential subdivision which may be annexed into the jurisdiction of the Association.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 7. "Declaration" shall mean and refer to the Declaration of Association Covenants and Restrictions recorded as Document No. 2007096173 in the Records of the County Clerk of Tulsa County, State of Oklahoma.

Section 8. "Member" shall mean an Owner of a Lot.

Section 9. "Recreational Facilities" shall mean and refer to recreational facilities, including one or more swimming pools and/or splash pads, picnic grounds, cabanas, restrooms, dressing rooms, or playgrounds which may be located within Reserve A in the subdivision known as Stone Creek Farms II, Reserve Area A in the subdivision known as Stone Creek Farms III, and/or within reserve areas designated in the plat or plats of other single family residential subdivisions in Section

25, Township 19 North, Range 14 East, Tulsa County, Oklahoma which may be developed by Cypress Creek, L.L.C., Stone Creek Partners, L.L.C., Select Homesites, Inc. or entities related thereto, and conveyed to Stone Creek Pool Association, Inc., an association formed for the ownership and maintenance of the Recreational Facilities, should the facilities be constructed.

ARTICLE III

MEETING OF MEMBERS

Section 1. Membership. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be mandatory and appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. The Owner of a Lot by acceptance of the deed thereto acknowledges that the management, maintenance, and ownership of the Common Area and maintenance of the landscaping in Reserve Areas A and F in Cypress Creek during the period that Reserve Areas A and F are not being used as a single family lot, is the right and obligation of the Association, that membership of the Association in Stone Creek Pool Association, Inc. is the right and obligation of the Association, and that sharing in the maintenance of the detention areas located north of the subdivision known as Stone Creek Farms III and south of the subdivision known as Stone Creek Farms Village is the right and obligation of the Association.

Section 2. Voting Rights. The Association shall have two classes of voting membership as follows:

- (a) The Class A members shall be all Owners with the exception of Cypress Creek, L.L.C., and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in a Lot, all such persons shall be members, and the vote for the Lot shall be exercised as they among themselves determine, but only one vote

shall be cast for the Lot.

- (b) Class B. The Class B members shall be Cypress Creek, L.L.C., or its assigns, if its rights have been specifically assigned as set forth within the Declaration. The Class B member shall be entitled to 30 votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or at any earlier time at the sole discretion of Cypress Creek, L.L.C., provided however, in each instance of annexation, the developer of the annexed area shall be a Class B Member and entitled to 30 votes for each Lot owned which is located within the annexed area. The Class B membership established by the annexation shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership or at any earlier time at the sole discretion of the developer of the annexed area.

See
Amendment 3.

Section 3. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, at a date, time, and place to be set by the Board of Directors. Each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, or within ten (10) days thereof as may be determined by the Board of Directors.

Section 4. 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-half (1/2) of all the votes of the membership.

Section 5. 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 mailing a copy of the notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by the member to the Association for the purpose of notice. The notice of meeting shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 6. Quorum of Members. The presence of 30 % of the members, in person or by proxy, shall constitute a quorum for any action except as otherwise provided in the Certificate of Incorporation of this Association (the "Certificate of Incorporation"), the Declaration, or these Bylaws. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. In the event the required assent is not achieved at the meeting, members not present may within 30 days thereafter give assent by delivery of written assent to the Secretary of the Association, and such assents shall be deemed votes cast at the meeting.

Section 7. Act of Members. Except where otherwise specified herein; within the Deed of Dedication accompanying the plat of Cypress Creek; within the Certificate of Incorporation; within the Declaration; or within the Plat of any other single family residential subdivision which may be annexed into the jurisdiction of the Association; a vote of 51% of the members present at a meeting, where a quorum is achieved by attendance or by proxy and the action is taken, shall be required for any act of the members.

Section 8. Proxies. At all meetings of members, each member shall be entitled to vote in person or by proxy. Proxies shall be in writing and filed with the Secretary. Each proxy shall be revocable and shall automatically cease upon conveyance of the Lot of the member who had given the proxy.

ARTICLE IV BOARD OF DIRECTORS: SELECTION, TERM OF OFFICE

See
Amendment 4.
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Section 1. Number. The affairs of this Association shall be managed by a Board of Directors, who need not be members of the Association. The Board of Directors shall consist of not less than three nor more than seven persons. The initial Board of Directors shall consist of the five persons designated by the Certificate of Incorporation of the Association who shall serve until the first annual meeting of the membership, or until their successors are elected.

Section 2. Term of Office. At each annual meeting, the members shall elect three Directors (unless a greater number is designated by the existing Board of Directors in advance of such meeting) for a term of one year.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a vote of 60% of each class of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be elected by the remaining members of the Board, and shall serve for the unexpired term of his 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.

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.

ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Election. Election to the Board of Directors shall be by written ballot. At the election each member or his proxy may cast, for each vacancy, as many votes as the member is entitled to cast as set forth within the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is prohibited.

Section 2. Nomination. Nomination for election to the Board of Directors shall be made by the Board of Directors. Nominations may also be made from the floor at the annual meeting and/or by write-in on the ballot if the election procedure, as hereinafter set forth, provides for voting by mail. The Board of Directors 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. Nominees may be members or non-members of the Association.

Section 3. Voting by Mail. The Board of Directors, at the time of calling the annual meeting, may by resolution provide for voting by mail and upon so doing the following procedures shall be applicable:

- (a) a ballot shall be prepared setting forth the names of the nominees and containing a space for designation of the member's vote for the number of vacancies to be filled and shall contain a space for write-in nomination and vote;
- (b) not later than fifteen (15) days prior to the annual meeting, a ballot shall be mailed to each member;

See
Amendment 2.

- (c) not later than five (5) days prior to the annual meeting, a member voting by mail shall deposit the completed ballot in a post office or mail receptacle of the United States Postal Service, postage prepaid and addressed as follows:

Cypress Creek Homeowners' Association
Election of Directors
Attn: Secretary
c/o 9708 E. 55th Pl.
Tulsa, OK 74146

- (d) members not having voted by mail may vote at the annual meeting by completion of the ballot and placement of the ballot in the ballot box provided at the annual meeting;
- (e) at the annual meeting, the Board of Directors shall count the votes set forth within the mailed ballots (postmarked as above provided and received by the Association prior to the annual meeting) and the votes set forth within the ballots cast at the annual meeting and announce the results of the election.

ARTICLE VI MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held not less frequently than quarterly at such place and hour as may be fixed from time to time by resolution of the Board. The first regular meeting of the first elected Board of Directors shall be held immediately following the first annual meeting of the members. If a regularly scheduled meeting should 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. The initial Board of Directors need not meet on a quarterly basis, and may conduct necessary business at special meetings called as provided for in Section 2 below.

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 3 days notice to each Director.

Section 3. Quorum. The presence at the meeting of a majority of the Directors shall constitute a quorum for any action except as otherwise provided in the Certificate of Incorporation, the Declaration, or these Bylaws. If, however, a quorum shall not be present at any meeting, the Directors present shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. An act or decision of the Board shall require the vote of a majority of the Directors present at a meeting where a quorum is achieved.

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- See
Amendment 5.
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- (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 right to use of the Common Area and facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association;
 - (c) suspend the right to use of the Common Area and facilities after notice and hearing, for a period not to exceed 60 days, for infraction of published rules and regulations;
 - (d) exercise for the Association all powers, duties, and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these

Bylaws, the Deed of Dedication of Cypress Creek, the Certificate of Incorporation, the Declaration, or the Deed of Dedication of any other single family residential subdivision which may be annexed into the jurisdiction of the Association;

- (e) declare the office of a member of the Board of Directors to be vacant in the event the member shall be absent from three consecutive regular meetings of the Board of Directors; and
- (f) 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 members at the annual meeting of the members, or at a special meeting when the statement is requested in writing by members having a majority of the votes of the membership;
- (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 30 days in advance of each annual assessment period;
 - (2) send written notice of each assessment to every owner subject thereto at least 30 days in advance of each annual assessment period; and
 - (3) foreclose, within the time permitted by the Declaration, the lien against any property for which assessments are not paid within 30 days after due date or bring an action at law against the owner personally obligated to pay the same.
- (d) issue, or to authorize an appropriate officer to issue, upon demand by any person, a

certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of a certificate. If a certificate states an assessment has been paid, the certificate shall be conclusive evidence of 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; and
- (g) cause the Common Area and the landscaping of Reserve Areas A and F, unless the same are used as a single family lot, to be maintained and pay such assessments as may be levied against the Association by Stone Creek Pool Association, Inc.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary/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. The officers of this Association shall be elected annually by the Board and each shall hold office for 1 year unless he or she shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board may elect 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. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. A 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 the 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 a vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. 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. 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 shall record the votes and keep the minutes of all meetings

and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring the seal, serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

- (d) Treasurer. The Treasurer 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; keep proper books of account; 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 shall deliver a copy to each of the members.

ARTICLE IX COMMITTEES

The Board of Directors shall appoint a Nominating Committee and other committees as deemed appropriate.

ARTICLE X 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. The Declaration, the Certificate of Incorporation, and the Bylaws 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 XI ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, non-use of any Recreational Facilities owned or managed by Stone Creek Pool Association, Inc., or abandonment of his or her Lot.

ARTICLE XII ANNEXATION OF PROPERTIES

Section 1. Annexation by Cypress Creek, L.L.C. Any real property located within Section 25, Township 19 North, Range 14 East of the I.B.M., Tulsa County, Oklahoma, which is hereafter platted for single family residential purposes by Cypress Creek, L.L.C., Stone Creek Partners, L.L.C., Select Homesites, Inc., or an entity affiliated with any of them may, in whole or in part, be annexed to the geographic jurisdiction of the Association by Cypress Creek, L.L.C. without approval of the Association or its members.

Section 2. Membership. Upon such annexation, the owners of the single family residential lots included within the annexed subdivision shall be deemed Members of the Association.

Section 3. Common Area. Upon such annexation, the common areas established within the plat of the annexed subdivision shall be included within the Common Area of the Association.

Section 4. Assent. Annexation, except as set forth within Section 1, shall require the assent of 51% of the members who are voting in person or by proxy at a meeting duly called for this purpose.

ARTICLE XIII CORPORATE SEAL

The Association may have a seal in circular form having within its circumference the words:
Cypress Creek Homeowners' Association, Inc.

ARTICLE XIV AMENDMENTS


Section 1. These Bylaws may be amended by the Board of Directors or, at a regular or special meeting of the members, by a vote of 51% of the members who are voting in person or by proxy.

Section 2. In the case of any conflict between the Certificate of Incorporation and these Bylaws, the Certificate shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XV MISCELLANEOUS

The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.


IN WITNESS WHEREOF, we, being all of the Directors of Cypress Creek Homeowners' Association, Inc., have hereunto set our hands this 14th day of August, 2007.



Steve Brown



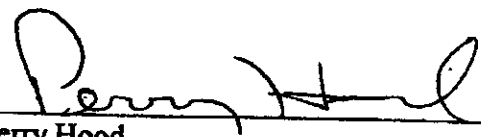
Darrell Jenkins



M. David Gibson



Craig Boos



Perry Hood

CERTIFICATION

I, the undersigned, hereby certify that I am the duly elected and acting Secretary/Treasurer of Cypress Creek Homeowners' Association, Inc., an Oklahoma not for profit corporation, and that the foregoing Bylaws of said Association were duly adopted by Consent of the Board of Directors on the 14th day of August, 2007.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Association this 14th day of August 2007.



M. David Gibson, Secretary/Treasurer



Tulsa County Clerk - Michael Willis

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Fee: \$ 52.00

**Amendments 1-9 to the Bylaws
of
Cypress Creek Homeowners' Association, Inc.**

Property Descriptions:

Cypress Creek is a subdivision in the Northeast Quarter (NE/4) of Section Twenty-five (25), Township Nineteen (19) North, Range Fourteen (14) East, of the Indian Base and Meridian, City of Tulsa, Tulsa County, State of Oklahoma.

Cypress Creek Estates is a subdivision in the Northeast Quarter (NE/4) and the Southeast Quarter (SE/4) of Section Twenty-five (25), Township Nineteen (19) North, Range Fourteen (14) East, of the Indian Base and Meridian, City of Tulsa, Tulsa County, State of Oklahoma.

Amendments 1-9 to the Bylaws of Cypress Creek Homeowners' Association, Inc.

WHEREAS, real property located in Cypress Creek is subject to a certain Deed of Dedication and Declaration of Association Covenants and Restrictions which created the Cypress Creek Homeowners' Association, Inc. (Cypress Creek HOA) for the general purposes of maintaining the common areas of the subdivision and enhancing the value, desirability, and attractiveness of the lots; and

WHEREAS, pursuant to Section IV of the Cypress Creek Estates Deed of Dedication and Article XII, Section 1. of the Bylaws of Cypress Creek HOA (Bylaws), Cypress Creek Estates has been annexed into the geographic jurisdiction of Cypress Creek HOA; and

WHEREAS, pursuant to the Bylaws Article XIV, Section 1., said Bylaws may be amended by the Board of Directors of Cypress Creek HOA (Board) or at a regular or special meeting of the members by a vote of 51% of the members who are voting in person or by proxy; and

WHEREAS, the Board wishes to amend the Bylaws to clarify language regarding the setting of the annual meeting and the election of Board members, to more clearly define the designated purpose of the Board, to compile and establish a list of Rules and Regulations (Rules) governing members, to establish a process for members to request a variance to said Rules, to establish a policy for enforcing said Rules, to delineate fines and penalties for the infraction of said Rules, and to grant the Board the explicit authority to levy and collect fines for infractions of Covenants and said Rules.

Therefore, on this 16th day of Sept., 2020, pursuant to Article XIV, Section 1. of the Bylaws of Cypress Creek HOA, said Bylaws are amended as follows:

Amendment 1. Article I Name and Location and Article V, Nomination and Election of Directors, Section 3. Voting by Mail, Paragraph (c) both list the address of the Association as that of our current management company, however each new Board has the prerogative to use any company it chooses or completely assume total management. Rather than have to amend the Bylaws every time the office changes, it would be simpler to use the following language. The amendment by vote of the Board is to delete all of Article I Name and Location and replace it with the following:

The name of the corporation is CYPRESS CREEK HOMEOWNERS' ASSOCIATION, INC. The principle office of the corporation shall be located at an address established by the Board of Directors and circulated to all Owners. Meetings of members and Directors shall be held at such places within Tulsa County, Oklahoma, as may be designated by the Board of Directors.

Amendment 2. The amendment by vote of the Board is to delete all of Paragraph (c) of Article V, Nomination and Election of Directors, Section 3. Voting by Mail and replace it with the following:

(c) not later than five (5) days prior to the annual meeting, a member voting by mail shall deposit the completed ballot in a post office or mail receptacle of the United States Postal Service, postage prepaid to an address established by the Board of Directors and circulated to all Owners.

Amendment 3. Article III Meeting of Members, Section 3. Annual Meeting sets the timeline for scheduling the HOA annual meetings. However, there is no provision to allow for circumstances beyond the control of the Board. The amendment by vote of the Board is to delete all of Article III, Section 3 and replace it with the following:

Section 3. Annual Meeting. The first annual meeting of the members shall be held within one year of the date of incorporation of the Association at a date, time, and place set by the Board of Directors. Each subsequent regular annual meeting of the members shall be held on the same day of the month each year thereafter, or within ten (10) days thereof as may be determined by the Board of Directors. However, when unforeseen circumstances beyond the control of the Board Directors (e.g. natural disaster, pandemic) prevent execution of the prescribed timeline, the regular annual meeting shall be held as soon as it is feasibly and logistically possible.

Amendment 4. Article IV Board of Directors: Selection, Term of Office, Section 1. Number and Section 2. Term of Office are confusing and unclear. This amendment is to clarify the language. The amendment by vote of the Board is to delete all of Section 1. and Section 2. in Article IV and replace them with the following:

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors, who need not be members of the Association. The initial Board of Directors shall consist of the five persons designated by the Certificate of Incorporation of the Association who shall serve until the first annual meeting of the membership, or until their successors are elected. At each annual meeting the

members shall elect the Board of Directors as set forth herein. The Board of Directors shall consist of not less than three nor more than seven persons as designated by the existing Board of Directors in advance of each annual meeting.

Section 2. Term of Office. Each Director shall be elected for a term of one year. However, this provision does not prevent a Director from being elected to multiple and/or consecutive terms.

Amendment 5. Article VII Powers and Duties of the Board of Directors, Section 1. Powers, Paragraph (a) describes the powers of the Board, however, it doesn't include language from the Cypress Creek Deed of Dedication, Section III Homeowners' Association, Paragraph A. Formation of Homeowners' Association which further defines the purposes of the Board. It, also, doesn't include language provided by the Board's Legal Counsel. The amendment by vote of the Board is to delete all of Paragraph (a) from Article VII, Section 1. and replace in with the following:

- (a) aid in the interpretation and enforcement of covenants, conditions, and restrictions set forth in the governing documents of the Association; and to adopt and publish rules and regulations for the general purposes of enhancing the value, desirability, and attractiveness of the lots and of governing the use of the Common Areas and facilities and the personal conduct of the members and their guests thereon; and to establish penalties and/or fines for the infraction thereof; and to collect said fines;

Amendment 6. In an attempt to carry out the duties of the governing documents to enhance the value, desirability, and attractiveness of the lots and to govern the use of the common areas, the Board compiled from the existing rules, covenants, and restrictions and from input of the members a list of Rules and Regulations for the Cypress Creek HOA, Inc. The amendment by a vote of the Members at the annual meeting on July 23, 2020, is to add as **Addendum I the Rules and Regulations for Cypress Creek HOA, Inc.**

Amendment 7. The Board realizes that unpredictable and/or unavoidable circumstances may arise from time to time which may warrant a variance from a particular rule, regulation, or covenant. Therefore, the Board finds it prudent and reasonable to provide a process by which the Owner(s) can seek a variance for a period of time from a rule, regulation, or covenant. The amendment by a vote of the Board is to add as **Addendum II the Variance Request Process.**

Amendment 8. The Board realizes that without an enforcement policy any new or existing rules, regulations, or covenants are meaningless. Therefore, the Board developed a procedure for enforcement and due process. The amendment by a vote of the Members at the annual meeting on July 23, 2020, is to add as **Addendum III the Enforcement Procedure for Covenants and Rules and Regulations of Cypress Creek HOA, Inc.**

Amendment 9. The Board, also, realizes that there must be consequences for infractions of any rules, regulations, or covenants. Article VII Powers and Duties of the Board of Directors, Section 1. Powers, Paragraph (c) discusses penalties for infractions, but no fines are defined. It is the intent of the Board to establish fines as a deterrent and not a punitive punishment. The amendment by a vote of the Members at the annual meeting on July 23, 2020, is to add as **Addendum IV the Fine Schedule for Cypress Creek HOA, Inc. Rules and Regulations.**

Rules and Regulations
for
Cypress Creek Homeowners'
Association, Inc.

Addendum I

Table of Contents

1. Title Page.....	1
2. Table of Contents.....	2
3. Introduction.....	3
4. Alterations.....	3
5. Appearance.....	4
6. House Rental.....	4
7. Noise.....	5
8. Parking/Streets	5
9. Pets.....	5
10. Playground.....	6
11. Ponds.....	6
12. Compliance.....	7

Addendum I

Rules and Regulations
For
Cypress Creek Homeowners' Association

The Cypress Creek HOA Board wants to ensure that all of our residents live in a safe, clean, and family friendly neighborhood. As a community, we must all accept ownership of our common areas, our streets, and our shared responsibility to respect each other. In order to achieve this, the Board has established these rules and regulations.

These Rules and Regulations are guided by three principles: (1) security, safety, and public health, (2) maintaining peace among residents, and (3) maintaining property value for Owners.

The Board at any time may amend, modify, add, replace, or remove one or more of the Rules and Regulations to facilitate management or operations or to provide for new situations.

If there shall be any conflict between the terms of these Rules and Regulations, the Deed of Dedication, and the Declaration, the terms of the Deed of Dedication and the Declaration shall control. Herein the reference to "DOD" will refer to the Cypress Creek Deed of Dedication and "TCO" will refer to the Tulsa Code of Ordinances.

1. Alterations

- 1.1 No building, structure (free standing and/or fixed), fence, wall, paving, swimming pool, exterior lighting, antenna, or free-standing mailbox shall be erected, placed, or altered (including exterior painting) on any lot until the plans and specifications have been approved in writing by the Architectural Committee. (DOD Section II, Paragraph A-1)
- 1.2 For each alteration, the appropriate plans and specs shall be submitted in duplicate to the HOA Management Company and may include a site plan, floor plan, exterior elevations, drainage and grading plans, exterior materials, and color scheme. (DOD Section II, Paragraph A-1)
- 1.3 In the event the Architectural committee fails to approve or disapprove the required plans and specifications submitted to it within ten (10) days after submissions, the plans shall be deemed approved. (DOD Section II, Paragraph A-1)
- 1.4 During construction, installation, or exterior remodeling of the items outlined in 1.1, any agent, officer, or member of the Architectural Committee of the Association may, at any reasonably pre-determined time upon twenty-four (24) hours notice and with a homeowner or a designee present, enter and inspect any of said property as to its

Addendum I

maintenance or improvements to determine if there has been compliance with the provisions that have been approved by the Architectural Committee.

2. Appearance

- 2.1 All trash and debris must be placed in the appropriate receptacles. (DOD Section II, Paragraph R)
- 2.2 Basketball goals either permanent or mobile may only be placed in the backyard or along the driveway at least 15 feet from the street. (DOD Section III, Paragraph A)
- 2.3 No littering including, but not limited to, cigarette butts and toy foam bullets. (DOD Section II, Paragraph R)
- 2.4 Trash and Recycle receptacles must be stored so they are not visible from the street. (DOD Section III, Paragraph A)
- 2.5 Damaging or destroying property is prohibited. (DOD Section III, Paragraph A)
- 2.6 Front, back, and side yard areas not enclosed by a fence may not be used as storage at any time except for Architectural Committee approved screening structures for trash and recycle receptacles at the side of a house. (DOD Section III, Paragraph A)
- 2.7 Each owner is required to keep his/her lawn well maintained by mowing, weeding, and edging on a regular basis. Lawn height may not exceed 6 inches. (DOD Section II, Paragraph R)
- 2.8 Sidewalks, driveways, curbs, and streets must be cleared of grass clippings and/or any other yard debris. (TCO Title 27, Chapter 12, Section 1208) & (DOD Section II, Paragraph R)
- 2.9 Garden beds or planting areas must be kept weed free. (DOD Section III, Paragraph A)
- 2.10 Trees and shrubs must be maintained for good health and appearance. (DOD Section III, Paragraph A)

3. House Rental

- 3.1 No rentals for less than one year are allowed.
- 3.2 Tenants must complete and file with the management company a Lease Information form within thirty (30) days after lessee's occupancy.
- 3.3 Owners, as members of record of the Homeowners Association, are responsible for dues and assessments' payments and for the actions of their tenants, including

Addendum I

any penalties for violations of the governing documents, as well as any costs for repairing damage to the common areas or other property caused by tenants. (DOD Section III, Paragraph B & C)

- 3.4 Owners are required to provide their tenants or lessees a copy of Cypress Creek's governing documents including the Deed of Dedication, Declaration, By-Laws, and Rules and Regulations. Written confirmation of this shall be signed by the owner and tenant/lessee. (DOD Section III, Paragraph B & C)

4. Noise

- 4.1 Residents and/or guests shall avoid making or permitting to be made loud or objectionable noises that may unreasonably disturb other residents. (TCO Title 27, Chapter 14, Section 1400) & (DOD Section II, Paragraph M)
- 4.2 Residents and/or guests shall avoid using loud noise-making tools and/or appliances between 10:00 pm and 7:00 am. (DOD Section II, Paragraph M)

5. Parking/Streets

- 5.1 Street parking is limited to short term parking not to exceed twenty-four (24) hours. (TCO Title 37, Chap. 5, Sec 519)
- 5.2 Vehicles parked in the street must be operable and must not be leaking fluids. (TCO Title 11-A, Chap. 5, Sec. 502, Para. B)
- 5.3 Vehicles may not be parked on grass. (DOD Section III, Paragraph A)
- 5.4 No recreational vehicles and/or equipment shall be parked or stored on any street or any lot for more than twenty-four (24) hours except within an enclosed garage. (DOD Article II, Sec. Q.)
- 5.5 For the safety of our residents playing on the streets is prohibited. (TCO Title 27, Chapter 12, Section 1200 & 1202)

6. Pets

- 6.1 Dogs must always be on a leash when not within a private enclosure. (TCO Title 2, Chap. 1, Sec. 101, Para. A. 2a)
- 6.2 Pet owners and anyone walking a pet are required to clean up after their pets. (TCO Title 2, Chap. 1 Sec.101, Para. A.12)
- 6.3 All pets must be properly vaccinated. (TCO Title 2, Chap. 1, Sec. 101, Para. A.1)

Addendum I

- 6.4 Livestock including, but not limited to, chickens, chicks, pigs, sheep, roosters, and cows are not allowed. (TCO Title 2, Chap. 2, Sec 200) & (DOD: Article II, Sec N)
- 6.5 Residents may keep and possess a combined total of five dogs and cats over the age of four (4) months. No more than three of such animals can be dogs over the age of four months. (TCO Title 2, Chap. 1, Sec. 101, Para.A.14)
- 6.6 Dogs must not be allowed to bark and/or howl incessantly. (TCO Title 2, Chap. 1, Sec. 101, Para. A.1) & (TCO Title 27, Chap 14, Sec. 1400, Para. D)

7. Playground

- 7.1 Trash receptacle located at the playground is for playground use only. No dumping of household trash or yard waste. (DOD Section III, Paragraph A) & (Bylaws Article VII, Section 1, Paragraph a)
- 7.2 Playground is for residents and residents' guests use only. Play at your own risk. (DOD Section III, Paragraph A) & (Bylaws Article VII, Section 1, Paragraph a)

8. Ponds

- 8.1 No person is allowed in or on the water. (DOD Section III, Paragraph A) & (Bylaws Article VII, Section 1, Paragraph a)
- 8.2 Only pole/rod fishing is allowed. (DOD Section III, Paragraph A) & (Bylaws Article VII, Section 1, Paragraph a)
- 8.3 No treble hooks are allowed. (DOD Section III, Paragraph A) & (Bylaws Article VII, Section 1, Paragraph a)
- 8.4 All ponds are catch and release fishing only. (DOD Section III, Paragraph A) & (Bylaws Article VII, Section 1, Paragraph a)
- 8.5 Intentionally harming pond wildlife is prohibited. (DOD Section III, Paragraph A) & (Bylaws Article VII, Section 1, Paragraph a)
- 8.6 Storm drains are for runoff water only and drain into our ponds. No person is allowed to intentionally put anything into a storm drain. (TCO Title 11, Chap. 5, Sec. 502, Para. B) & (DOD Section III, Paragraph A) & (Bylaws Article VII, Section 1, Paragraph a)
- 8.7 No motorized vehicles or devices are allowed on common areas except for service vehicles, maintenance vehicles, emergency vehicles, and/or wheelchairs. (DOD Section III, Paragraph A) & (Bylaws Article VII, Section 1, Paragraph a)

Addendum I

- 8.8 Children under the age of 12 must be accompanied by an adult while around ponds. (DOD Section III, Paragraph A) & (Bylaws Article VII, Section 1, Paragraph a)**

Compliance

Failure to comply with HOA rules may result in fines and/or legal action.

Owners are responsible for their guests' infractions of the rules.

If an Owner feels one or more of the Association Rules and Regulations have been violated, he/she may submit a written complaint to the HOA Management Company. The complaint must be signed and dated, and the rule or rules suspected of being violated and the date and place of the suspected violation must be identified.

As soon as is practical, the Compliance Committee will consider the complaint and make a determination as to whether any rules have been violated and if any further action is necessary to stop the violation. The HOA Board will endeavor to inform the complainant of the Board's decision.

Any rule infractions that may be a violation of the Tulsa Code of Ordinances will be reported to the City of Tulsa.

ADDENDUM II

Variance Request Process for Cypress Creek HOA, Inc.

The process for requesting a variance is set out below.

1. The Owner(s) shall obtain a Variance Request Form, available online at www.cypresscreektulsa.com, or from the Compliance Committee by email, mail, or hand delivery.
2. The Owner will complete the form and will submit it to the Compliance Committee via email, mail, or hand delivery.
3. Once the request is submitted, the Committee will have fifteen (15) calendar days in which to consider the request and make a ruling.
4. The decision of the Committee will be delivered to the Owner within three (3) calendar days of their decision via email, mail, or hand delivery.
5. The Committee may grant the request as submitted or may grant the request in a modified form. The Owner will be allowed the variance only as is specifically set out in the decision by the Committee.
6. Should the request be denied, the Owner may appeal the decision of the Compliance Committee to the Board in writing within five (5) calendar days. Should the Board receive an appeal, it shall have fifteen (15) calendar days to review the appeal and make a ruling. The ruling by the Board will be final and will be delivered, in writing, to the Owner via email, mail, or hand delivery.
7. No variance will be granted for a period of longer than ninety (90) calendar days. Should an Owner believe that there is a valid need for an approved variance to be extended, the Owner may submit a subsequent request to the Compliance Committee.

ADDENDUM II

Variance Request Form for

Cypress Creek HOA, Inc.

Whereas the Cypress Creek HOA Board realizes that there may be, from time to time, unpredictable and/or unavoidable circumstances that arise that may warrant a variance from a particular rule, regulation, or covenant of the HOA, it shall be the right of any Owner(s) (s) to request a variance from any rule, regulation, or covenant for a specific period of time. An Owner(s) (s) seeking a variance from a rule, regulation, or covenant will fill out this form completely and accurately and deliver it via email, mail, or hand delivery to the Compliance Committee for review.

Owner's Name: _____

Owner's Address: _____

Owner's Phone: _____

Owner's Email: _____

Rule from which a variance is requested. Include the proper reference to the rule, regulation, or covenant by use of the precise reference number and the description of the rule:

State the reason and justification for the variance Be as specific as possible. A page may be added as an addendum if necessary:

Length of time for which the variance is requested (not to exceed 90 days):

Submitted this _____ day of _____, 20____.

Signature(s) of Homeowner(s).

Addendum III

Enforcement Procedure

for Covenants and
Rules and Regulations of
Cypress Creek HOA, Inc.

In order to maintain property values, safety, and the quality of life, it is the responsibility of the HOA to enforce restrictions delineated in the Deeds of Dedication, the Declaration of Covenants and Restrictions, and the Rules and Regulations for Cypress Creek and Cypress Creek Estates (herein referred to as the Neighborhood).

Process of Enforcement

1. The Neighborhood is monitored by the Management Company and/or the Compliance Committee to ensure owners comply with the afore mentioned documents. Owners of the Neighborhood who believe an infraction has occurred may also submit a complaint by following the steps set forth in the Rules and Regulations Compliance section. Once a complaint is received, the Compliance Committee will determine if a violation has occurred.
2. If it is determined that an infraction did occur, the Owner will be sent a notification letter via email, mail, or hand delivery citing the specific violation, the date of its occurrence, the location, the compliance deadline, and the fine that may be assessed if the infraction is not corrected within the designated time.
3. For each infraction the Owner will have a compliance deadline from the date of the receipt of the notification letter to correct the infraction. If, however, the infraction, by its nature, wouldn't necessarily exist beyond its occurrence (e.g. "loud or objectionable noise"), the letter will also notify the Owner that any subsequent infractions of the same Rule or Covenant for the next six (6) months after the infraction initially occurred shall be considered a continuation of the infraction and subject to the fines and/or penalties as set forth in the Fine Schedule.
4. It is the Owner's responsibility to correct the infraction. If the Compliance Committee determines that the infraction has been rectified, no further action is required.
5. If the infraction is not corrected within the designated time, any applicable fines will be assessed by the Management Company and payable to the HOA within thirty (30) calendar days.
6. If the infraction is corrected, but there is a recurrence of the same infraction within six (6) months, the Owner will be notified by letter via email, mail, or hand delivery that it will be considered a continuation of the initial infraction and shall be subject to any applicable fines and/or penalties as set forth in the Fine Schedule.
7. The Owner will be responsible for all fines, penalties, legal fees, and/or any other costs that may be incurred in rectifying the violation. All fines that remain unpaid after thirty (30) days may become a lien against the Owner's property and/or legal action will result.

Due Process Rights

1. To dispute an alleged infraction, the Owner must, within fifteen (15) calendar days of the date of receipt of the notification letter, submit by email, mail, or hand delivery a written request for a Hearing to the Management Company and/or the HOA Board of Directors.
2. Within fifteen (15) calendar days after receiving the written request, the Management Company and/or the HOA Board will schedule a time and place for the Hearing with the Owner.
3. At the Hearing the Owner as well as the Compliance Committee will be allowed to present statements, evidence, and witnesses to support their positions.
4. Within seven (7) calendar days after the Hearing, the Management Company and/or the HOA Board will notify the Owner in writing of their decision.
5. Within thirty (30) calendar days of a fine assessment, the Owner has the right to appeal accrued fines by submitting a written request by mail to the Management Company and following steps 2 through 4 above.

Addendum IV Fine Schedule

for
Cypress Creek HOA, Inc. Rules and Regulations

Infraction Area	Compliance Deadlines	Fine for Not Meeting Compliance Deadline	Penalty for Not Correcting Infraction
Alterations 1.1 & 1.2	Immediate halting of construction and 48 hrs. to submit specified documents	\$100	\$25/day
Alterations 1.4	24 hrs.	\$25	\$5/day
Appearance 2.5	7 calendar days	\$25 plus costs of reparations	\$5/day
Appearance 2.1 - 2.4; 2.6 - 2.10	7 calendar days	\$25	\$5/day
House Rental 3.1	Immediately upon notification of infraction	\$100	\$100 for each subsequent infraction
House Rental 3.2 - 3.4	30 calendar days	\$25	\$5/day
Noise 4.1 & 4.2	Immediately upon notification of infraction	\$25	\$30 for each subsequent infraction for the next 6 months
Parking/Streets 5.1 - 5.4	7 calendar days	\$25	\$5/day
Parking/Streets 5.5	Immediately upon notification of infraction	\$25	\$30 for each subsequent infraction for the next 6 months
Pets 6.1	Immediately upon notification of infraction	\$25	\$30 for each subsequent infraction for the next 6 months
Pets 6.2 - 6.6	7 calendar days	\$25	\$5/day
Playground 7.1	7 calendar days	\$25	\$30 for each subsequent infraction for the next 6 months
Ponds 8.1 - 8.4; 8.7 & 8.8	Immediately upon notification of infraction	\$25	\$30 for each subsequent infraction for the next 6 months
Ponds 8.5 & 8.6	Immediate infraction	\$40	\$50 for each subsequent infraction for the next 6 months

CERTIFICATION

I, the undersigned, hereby certify that I am the duly elected and acting Secretary of Cypress Creek Homeowners' Association, Inc., an Oklahoma not for profit corporation., and that Amendments 1-9 were duly adopted by majority vote of the Board of Directors and by majority vote of the Members at the Annual Meeting on July 23, 2020.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 13th day of September, 2020.

Priscilla Eddy
Priscilla Carrell Eddy, Secretary

IN WITNESS WHEREOF, we, being all of the Directors of Cypress Creek Homeowners' Association, Inc., have hereunto adopted Amendments 1-9 this 13th of September, 2020.

John Moore
John Moore, President

Daryl Ousley Wray
Daryl Ousley Wray, Vice President

Priscilla Eddy
Priscilla Carrell Eddy, Secretary

Wendy Carmody
Wendy Carmody, Treasurer

Greer Nichols
Greer Nichols, Director

Brian Konieczny
Brian Konieczny, Director

Rus Anderson
Rus Anderson, Director

State of Oklahoma

County of Tulsa

On 9/13/20, before me, SHARLA Winfrey
(date) (notary)

Priscilla Carrell Eddy, John Moore, Paryl Dusty Wray,
(signers)
Wendy Carmody, Greer Nichols, Brian Konieczny, Rus
(signers)
Anderson

Personally appeared,

personally, known to me

-- OR --

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal

Sharla Winfrey

(notary signature)

My Commission Expires:

October 4, 2022

