

**BY-LAWS OF
AUBURN MEADOWS OWNERS ASSOCIATION, INC.
(A NON-PROFIT ORGANIZATION)**

**ARTICLE I
NAME**

The name of this organization shall be Auburn Meadows Owners Association, Inc. (the "Association").

**ARTICLE II
PURPOSE AND PARTIES**

2.1 Purpose. The purpose of the organization shall be the administration of the Property described in the Covenants, Conditions and Restrictions of Auburn Meadows (hereinafter the "Covenants"), including maintenance of all Common Areas owned by the Association, a residential subdivision to the City of Oklahoma City, Oklahoma, as shown by the recorded Plat or Plats to be recorded thereof, and all property which may be subjected to the Covenants by amendment thereof or otherwise, of which these By-Laws are a part, which administration shall be in accordance with these By-Laws and the provisions of 60 Okla. Stat. §§ 861, et seq. All definitions and terms contained in the Covenants shall apply hereto and are incorporated herein by reference.

2.2 Members. All present and future owners and tenants of any lot, including Builders who have purchased or contracted with Developer for the purchase of a lot or lots subject to the Covenants, mortgagees and other persons who may use the facilities of the Property in any manner, are subject to these By-Laws, the Covenants, the rules and regulations of the Association, and all agreements and easements relating thereto.

**ARTICLE III
LOT OWNERS**

3.1 Membership. Any person on becoming an owner of a lot, and any Builder who purchases or contracts with Developer to purchase a lot or lots, shall automatically become a member of Auburn Meadows Owners Association and be subject to these By-Laws. Such membership shall terminate without any formal action by the Association whenever such person ceases to own a lot or a contract to purchase a lot, but such termination shall not relieve or release any such former owner from any liability, obligation, right or remedy incurred under or in any way connected with the Association or during the period of such ownership and membership in the Association. The membership shall be deemed conveyed or encumbered with the lot even when such interest is not expressly mentioned or described in the conveyance or other instrument.

3.2 Class of Membership and Assessments. There shall be three (3) classes of membership in the Association. Class A members shall be all purchasers, and their successors and assigns, of a lot from the Developer or a Builder. Class B members shall be Builders (defined herein as a person or entity who has purchased, or contracted with Developer to purchase, a lot or lots for the purpose of construction of a residence for sale to a third party). The Class C member shall be the Developer.

3.3 Assessments. Lots owned by Class A members shall be subject to annual and special assessments, as set forth in the Covenants. The Class B members shall not be subject to special assessments. The Class C member shall not be subject to either annual or special assessments. Additionally, a purchase assessment in the amount of \$150 per Lot shall be paid by all original purchasers (whether Class A or Class B) upon transfer of title to the Lot from the Developer, as provided in the Covenants.

The Class C member shall not be subject to regular or special assessments by the Association. However, the Class C member shall pay the deficits of the Association's operating budget until the earlier of (a) ownership by Class A members of 25 or more lots; or (b) January 1, 2010.

The provisions of this Section of the By-Laws may not be altered or modified by the Association except by the written approval of the Class C member, which written approval shall be recorded in the minutes of the Association.

3.4 Annual Meetings. Regular annual meetings of members of the Association shall be held at a residence on the Property or at such other suitable place convenient to the members as may be designated by the Board. The first meeting of the Association shall be held on or about September 1, 2003.

3.5 Special Meetings. A special meeting of members of the Association shall be promptly called by the Board upon the vote for such a meeting by a majority of a quorum of the Board or upon receipt of a written request therefor signed by members representing twenty-five (25%) of the total voting power of the Association or by members representing fifteen percent (15%) of the voting power residing in members other than Developer.

3.6 Notice of Meeting. The Board shall give notice of regular and special meetings to members by posting notice of the date, time and location thereof at conspicuous places on or near the Property. The Board shall give the Developer written notice of the annual meeting at least fifteen (15) days prior to the scheduled meeting date. The Board shall give Developer written notice of all special meetings at least five (5) days before any special meeting.

3.7 Quorum. The Board shall be entitled to conduct any and all business, with or without a quorum being present, at any annual or special meeting of which notice has been given as set forth herein, except as may otherwise be provided herein.

3.8 Proxies. At all meetings of members, each member may vote in person or by proxy.

3.9 Voting. Class A members shall be entitled to one vote for each lot owned by said owner or owners. Whenever more than one person holds such interest in any lot, the vote for such lot shall be exercised as those Owners themselves determine and advise the secretary prior to any meeting. In the absence of such advice, the lot's vote shall be suspended in the event more than one person seeks to exercise it. Each side of a duplex lot within the platted area of Auburn Meadows Sec. 2 shall constitute a separate lot for all purposes. Class B members shall have no voting privileges on Association matters. The Class C member shall be entitled to six (6) votes for each lot owned by Class B and the Class C Members. Each vote shall have equal value.

ARTICLE IV
BOARD OF MANAGERS; SELECTION; TERM OF OFFICE

4.1 Number and Term of Managers. The Association shall be governed by a Board of Managers (the "Board"). Except for the initial Board, the Board shall consist of seven (7) managers, each of whom shall be a lot owner or an agent of Developer (while Developer remains a lot owner). The managers shall serve concurrent terms of one (1) year. At least 2 of the 7 managers shall be an Owner within the area platted as Auburn Meadows Sec. 2, The Villas At Auburn Meadows. The initial managers, who shall be appointed by the Developer, or its successor, shall serve until the first meeting of the Association; thereafter, all managers shall be elected and removed according to these By-Laws. So long as the Developer owns more than 5% of the lots subject to the Covenants, Developer shall be entitled to elect one (1) of the seven (7) managers, who is not required to be a lot owner.

4.2 Election of Board of Managers.

4.2.1 Nominations. Nominations for election to the Board (for election of managers which are not appointed or elected by Developer as provided in § 4.1) shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting of the Association. The nominating committee shall consist of a chairman, who shall be a member of the Board, and two or more members of the Association.

4.2.2 Cumulative Voting. Elections of Board members shall be by cumulative voting if more than one position is to be filled in an election. Provided, at least two (2) managers on the Board shall be owners of Lots within The Villas At Auburn Meadows.

4.3 Vacancies. Vacancies in the Board caused by any reason other than the removal of a manager by a vote of the members shall be filled by a vote of the majority of the remaining managers, even though they may constitute less than a quorum, and each person so elected shall be a manager until a successor is elected at the next annual meeting of the Association or at a special meeting of the members called for that purpose.

ARTICLE V
MEETINGS OF MANAGERS

5.1 Regular Meetings. Regular meetings of the Board shall be conducted at the same time as the annual meeting of the members, and at such other times as the Board deems desirable.

5.2 Special Meetings. A special meeting of the Board may be called by written notice signed by the President of the Association or by any three (3) managers other than the President. Notice shall be provided to all managers with a description of the nature of any special business to be considered by the Board.

5.3 Quorum. The presence in person of a majority of the managers at any meeting of the Board shall constitute a quorum for the transaction of business and the acts of a majority of the managers present at a meeting at which a quorum is present shall be the acts of the Board.

