

# DANFORTH FARMS WEST COMMUNITY

**JANUARY 29<sup>TH</sup>, 7PM: ANNUAL HOMEOWNER'S MEETING**  
 @Westwood Church of Christ, 3100 West Danforth Road.



Please join us for the annual homeowner's meeting at the end of the month as we have items needing community attention. A few items on the agenda follow:

- **PROXY:** If you are unable to attend the meeting, please submit the attached proxy form via email ([hoa@danforthfarmswest.com](mailto:hoa@danforthfarmswest.com)) or hand it directly to a board member prior to the meeting.
- **DFWCHOA PARTICIPATION:** Due to continued lack of involvement, the board has started researching management companies. Utilizing a management company WILL increase our annual dues. Options for filling vacancies on committees and officer positions will be discussed at the meeting.
- **UPDATED:** DFWCHOA Pool Rules and Architectural Guidelines have been updated and amended and are active as of January 1, 2019. They are attached here for your information and will be posted online soon.
- **FOR REVIEW:** DFWCHOA Bylaws have been updated and are up for a membership review and vote at the meeting.

Annual dues notices have been mailed. As a reminder, you may mail your check for your \$200 annual dues to the address below or bring it to the meeting.

DFWC HOA  
 PO BOX 31654  
 EDMOND, OK 73003

## **NEIGHBORHOOD AND NEIGHBORING 101**

**SLOW DOWN!**

**RECYCLING** – your pickup days are every other week. Please remember to roll your recycle and trash carts back out of view after pickup.

**PETS** – your neighbors continue to complain about excessive barking, neighbors can complain directly to the city if it continues. Don't leave your animals out in the cold!

**THEFT** – please help your neighbors by being aware. Multiple complaints of stolen newspapers and packages have occurred over the last few months.

**PARKING** – overnight street parking is prohibited per DFWCHOA bylaws.

**DONATIONS NEEDED!**

The welcome committee always needs help with time and/or small donations for our new neighbors. Please consider volunteering your time to help deliver or to gather items for the committee. Contact Michelle Huck to help

**MOSQUITO MILITIA**

If you missed the signups for the special pricing from Mosquito Militia at the annual HOA meeting, please take a look online at [www.danforthfarmswest.com](http://www.danforthfarmswest.com) under the HOA tab.

**HELPFUL NUMBERS****LANDSCAPING**

Albert's Mow Town 405.509.3821  
Leonard Baca 405.401.0864

**PEST CONTROL**

Armor Pest 208.655.5095  
Mosquito Militia 405.509.3051  
OTS 405.330.5030

**WEEDS**

The Weed Man 405.550.0002

Suggestions, questions or errors?  
The DFWC HOA can be emailed  
at [hoa@danforthfarmswest.com](mailto:hoa@danforthfarmswest.com).

Look for more information online  
at the DFWCHOA website. We  
will post upcoming activities as  
they are scheduled.

*DFW HOA is online! Find us on our  
webpage, facebook & twitter!  
<http://danforthfarmswest.com>  
Danforth Farms West-Edmond OK*

**DFWC HOA BOARD**

**PRESIDENT:** Diane Hughes  
**VICE PRESIDENT:** Lisa Hashemi  
**TREASURER:** Robert Vaughn  
**SECRETARY:** VACANT

**DFWC HOA COMMITTEES**

**Architecture:** Chester West  
Rai Willis  
**Landscaping:** Lisa Hashemi  
**Newsletter:** Erin Edmondson  
**Pool:** VACANT  
**Social:** Raina Elmesnaoui  
**Webmaster:** Todd Thomas  
**Welcome:** Michelle Huck

HOA meetings are open to all homeowners  
of Danforth Farms West and you are  
encouraged to attend and participate.

Meetings are held on the 2nd Tuesday of  
each month at 7:15pm at Westwood  
Church of Christ, 3100 West Danforth Road.

**DANFORTH FARMS WEST****ART/SEWING**

Calvin & Marla Robinson  
The Doll Collection  
Trompe O' Leil Art Lessons  
Original Pattern Fashion Design  
405-285-5656

**AUTO SALES**

Ricky Fietz  
Bob Moore Auto Group  
918-533-4077

**BABYSITTING**

Issiack Clark  
Babysitting (3 Level Certified)  
15 year old/Freshman SFHS  
405-513-0191

**COMMUNITY OUTREACH**

DeAndre Dockins  
Note City Auto Sales  
Outreach Community Counseling  
405-922-0020

**ESSENTIAL OILS**

Rhonda Flint  
Young Living Essential Oils  
405-596-5271

**LIFE COACH/SPEAKING/TRAINING**

Lissa Qualls  
Clarity, LLC  
580-548-6072

**PHOTOGRAPHY**

Creel McFarland  
Limerickstudio.com  
Full service photography  
405-401-5510

Sunny & Alice Thomas  
Daybreakpics.com  
Full service photography  
405-757-4329

**PLUMBING**

Steve Olson  
5W Plumbing Inc  
405-831-9363

**REALTY**

Janet Baumgartner  
Realtor  
Coldwell Banker Mike Jones  
Company  
405-669-1532

**SKINCARE & COSMETICS**

Heather McFarland  
Mary Kay Cosmetics  
405-514-5712  
[marykay.com/heathermcfarland](http://marykay.com/heathermcfarland)

Betsy Majma  
RODAN + FIELDS  
Skincare  
405-269-6392

**PROXY FORM for DANFORTH FARMS WEST COMMUNITY HOMEOWNERS ASSOCIATION  
(A NOT-FOR-PROFIT CORPORATION) Dated January 1, 2019**

*INSTRUCTIONS: THE DFWCHOA ENCOURAGES ALL MEMBERS TO ATTEND THE ANNUAL MEETING. IF YOU ARE UNABLE TO ATTEND, PLEASE UTILIZE THIS FORM TO DESIGNATE ANOTHER DFWCHOA MEMBER OR THE BOARD AS YOUR REPRESENTATIVE TO VOTE ON ANY MEETING BUSINESS. PLEASE EMAIL THIS PROXY TO [HOA@DANFORTHFARMSWEST.COM](mailto:HOA@DANFORTHFARMSWEST.COM) OR GIVE TO A DFWCHOA BOARD MEMBER BEFORE THE MEETING.*

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**DFWCHOA PROXY FORM**

I hereby appoint, \_\_\_\_\_ as proxy to represent me at the January 29, 2019 DFWC HOA Annual Meeting, and to act in my stead, authorizing this person fully to do all things that I could or might do if personally present. I also authorize this person to do every act whatsoever necessary or proper to be done in or upon all matters that may lawfully come before said board meeting or any adjournment thereof. Further, I hereby revoke any proxy or proxies previously given by me to any person or persons.

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_



**POOL RULES for DANFORTH FARMS WEST COMMUNITY HOMEOWNERS ASSOCIATION  
(A NOT-FOR-PROFIT CORPORATION) Dated January 1, 2019**

These rules supersede and hereby revoke all previously published pool rules.

The following are the rules and regulations established by the Board of Directors for the Danforth Farms West Community Homeowners Association (hereinafter DFWCHOA). They are intended to ensure the maximum enjoyment and safety for all those who use the recreation facilities. Use of the DFWCHOA recreation facilities is the exclusive privilege of DFWCHOA members and their guests. It is required that members are in good standing to use any of the DFWCHOA recreation facilities. *Good standing is defined as all dues paid and no outstanding late fees, fines or architectural violations.*

#### **POOL ENTRY/KEY CARDS**

Membership key cards are issued to all single-family homeowners upon verification of good standing. The key cards are for the sole use of DFWC residents and their "house guests". Allowing unauthorized use of the facility or violating DFWC pool rules may result in the loss of pool privileges and deactivation of pool key. Residents must leave pool gate closed and locked at all times and each resident must use their own key for entry to the pool area.

- One key card per household;
- Cards cannot be duplicated;
- Lost key cards will be replaced for a \$40 fee.

#### **HOURS**

The pool is open from Memorial Day weekend through Labor Day weekend. Normal pool hours are from 10:00 AM until 10:00 PM, seven days a week. The police will be called for trespassing after hours, no questions asked.

- Adult Swim  
The pool is open for adult only swimming seven days a week from 6 AM until 10 AM unless it is closed for cleaning. Oklahoma state law defines an adult as 18 years of age or older. Additionally, state law prohibits anyone from swimming alone.

#### **POOL RULES & REGULATIONS**

- The Pool Committee may suspend anyone for noncompliance of these regulations and/or any other reasons pertaining to safety in and around the pool area. No suspension of rights and privileges under any of these provisions will excuse or release any member for payment of the membership fees and/or DFWCHOA dues.
- All health and safety laws and/or regulations of the State of Oklahoma, the City of Oklahoma City, and the National Red Cross are applicable at all times.
- No smoking at anytime in the locked pool/deck area or around the playground.
- Glass containers are prohibited in the locked pool/deck area.
- No food within 5 feet of the pool.
- No animals in the locked pool/deck area.
- No diving in areas marked "No Diving" or in areas less than 6 feet deep.
- No running, horseplay, excessive splashing, climbing on structures, fences/gates, or any other behavior considered destructive or dangerous.
- Proper attire is required at all times, no cutoffs in the pool.
- Swim diapers are required on all children who are not fully potty trained.
- A DFWC resident must be present with guests at all times.
- Each resident is responsible for cleaning up trash and all personal belongings when they leave.
- Lifeline ropes should not be removed except for adult swim/lap swimming.
- Lifeline ropes should not be used to sit, stand or play on.
- In the event of hazardous weather, the pool will be closed immediately.
- Floatables, i.e. air mattresses, or any inflated devices may be used only if the pool is not crowded. Please take these items home with you daily. Under no circumstances are the Life-Saving Rings to be used for play. They are to be used for emergencies only.
- No alcoholic beverages are allowed in the locked pool/deck area at any time. No person under the influence of any alcohol or drugs may enter the pool area. It is a responsibility of the individual DFWCHOA members to enforce this rule. If a confrontational situation arises, the Oklahoma City Police should be called.
- There is no lifeguard on duty. For safety reasons, an adult must accompany all children under 16 years old.
  - Teenage residents 16-18 years old may have a single guest with them as long as they are also 16 or older.

## GUESTS

- Guests of DFWCHOA members are welcome. However, in order to ensure optimum use by all members, the following restrictions must be followed:
  - DFWC residents may bring their guests with them to the pool. An adult resident must accompany guests to the pool and should never exceed six guests at one time. Seven or more guests require a pool party to be scheduled with a required usage fee and deposit (See pool party details below).
  - "House guests" are defined as visiting relatives or friends who stay overnight in a member's house and who do not normally live in a DFWCHOA member's home. Houseguests may use the pool without being accompanied by a DFWC resident, however, those guests under the age of 18 must be accompanied by an adult at all times.

## POOL PARTIES

- The pool cannot be closed to other DFWC residents. Scheduling a pool party DOES NOT grant exclusive access/use of the pool.
- A party is defined as more than 6 guests and is limited to a max of 20 guests not including immediate family of homeowner/host.
- Parties may be scheduled any day with the exception of holidays.
- Parties are limited to 2.5 hours and cannot extend beyond 9pm.
- Only one party at a time will be scheduled.
  - Scheduling is on a "first come first serve" basis.
- The pool may be reserved for parties by filling out the Pool Usage Request form available online or through the web form on [www.danforthfarmswest.com](http://www.danforthfarmswest.com).
  - A signed *Pool Party Request & Waiver* form is required.
  - The waiver and a copy of the pool rules must be signed and submitted with the request.
- Parties should be scheduled with the pool committee chairperson and the usage fee and deposit is due at least one week prior to the party date.
  - PARTY DEPOSIT: \$50
  - NON-REFUNDABLE USAGE FEE: \$30
    - If all criteria in the *Pool Party Request & Waiver* form are met, the deposit will be refunded.
  - The party host/homeowner must sign a *Pool Party Request & Waiver* form acknowledging responsibility for guests and damaged caused to pool facilities/equipment.
  - Usage fee and deposit will be returned should the pool be closed for weather or other unavoidable circumstances.
- Homeowner must be present for the duration of the party.
- Party attendees acknowledge and will be respectful of nearby homeowners. Excessive complaints may result in the party being closed. No refunds will be given in these circumstances.
  - Any music played should be appropriate for all ages.
- All pool rules must be strictly adhered to by all party attendees and enforced by the host. If any children are in the pool, at least one adult must be in the pool supervising at all times.
- Crepe paper and other materials that might stain the deck or cause damage to pool equipment are prohibited.
- Homeowner is responsible for cleanup of pool/deck area at party close.
  - Restrooms should be checked, chairs and tables returned to their proper locations and trash cans emptied into the large receptacle located in storage room.

## ACKNOWLEDGEMENT

*By utilizing the recreational and community areas of the Danforth Farms West Community, your household is acknowledging and agreeing to abide by these rules and regulations.*

**BUILDING AND ARCHITECTURAL COMMITTEE GUIDELINES**  
**DANFORTH FARMS WEST COMMUNITY HOMEOWNERS ASSOCIATION**  
**(A NOT-FOR-PROFIT CORPORATION) Amendment 2 – Dated January 1, 2019**

INTRODUCTION. These Building and Architectural Committee (Architectural Committee) Guidelines supersede and hereby revoke all previously published architectural guidelines.

BACKGROUND: The Danforth Farms West Community Homeowners Association (DFWCHOA) is incorporated within the State of Oklahoma with recorded corporate bylaws and restrictive covenants. These bylaws and covenants provide the basis for the authority of the DFWCHOA Board of Directors (HOA Board) and the associated DFWCHOA Architectural Committee (Committee) to issue guidelines for DFWCHOA. These Guidelines represent the current Committee's interpretation of the intent and meaning of the bylaws and covenants in the areas addressed. The purpose of publishing these Guidelines is to provide the DFWCHOA membership with rules regarding the appearance, decor and maintenance of their property in addition to guidance when planning architectural modifications, improvements and for general maintenance of property. The intent of these Guidelines and the rules contained herein is to maintain consistency within the Danforth Farms West Community and thereby preserve or improve the property values for all DFWCHOA property owners. Each resident has previously acknowledged receipt of The Danforth Farms West Community Homeowners Association Owner's Restrictions and Protective Covenants and Bylaws in closing documents.

APPLICATION: These Guidelines apply to DFWCHOA property owners in any new architecture/landscaping modification and improvements.

ENFORCEMENT: The DFWCHOA Articles of Incorporation, Owner's Restrictions and Protective Covenants and associated Bylaws provide the HOA Board with the authority to enforce these Guidelines. It is the DFWCHOA's intention to provide written notice of violation by any means available. While the HOA will make every effort to contact the homeowner in violation directly, it remains the responsibility of each resident to know and abide by these Bylaws, Covenants and Guidelines without reminders from the association. Inaction may result in the board choosing to contract out the necessary corrections and assess the cost to the violating homeowner. In addition, it is within the DFWCHOA's scope to file suit in District Court seeking a court order to compel a homeowner to comply with these guidelines by applying a HOA lien on the property in violation. Should this be the method of collection, the Board will also ask for the award of attorney's fees and court costs from the homeowner.

REVISIONS: These Guidelines may be revised only upon recommendation of the DFWCHOA Architecture Committee and approval of the HOA Board.

**HOME MODIFICATION, IMPROVEMENT, AND MAINTENANCE RULES.**

RESTRICTIONS AND MODIFICATIONS

- SHEDS: Maximum exterior measurements for storage sheds are 12 feet wide x 16 feet long x 10 feet tall. Sheds shall not be visible from the street.
- MODIFICATIONS: Any new structural modifications to a DFWC property must be constructed of brick and/or wood siding that matches the home's color and style.
  - Home additions such as additional bedrooms, studies, attic completions and driveway widening/expansion, or other home modifications that are visible from the street require specific Committee review and approval by the HOA board.
  - Home modifications visible from the street, which represent a change or reduction in the original home quality or decor, are prohibited. Specific examples are window air conditioners, supplemental heaters, and finished garage rooms.
- Exterior Colors and Decor: Significant changes in house exterior colors or décor that are visible from the street require specific Committee review and approval by the HOA board.
- All new and replacement roofs must be similar in color and design equal to or superior to the materials used on the original roof. In the case of new construction, the new roof must be equal to or superior to the roofs of existing houses in the DFWCHOA.
  - Specific changes to roofing material that include solar panels or other energy saving materials should be approved by the committee.
- Mailboxes must be built of brick that matches the house (exception: Stubblefield HOA). If a mailbox is damaged/broken, repair or replacement shall be completed within 30 days.

FENCING

- FENCES: Approved fences are limited to wood or vinyl stockade, picket or ornamental iron, with or without brick columns.

- Stockade, picket or other fence posts may not extend above the fence; however, decorative post caps may extend beyond the top of the fence. No fence may completely block the view of a neighbor of any HOA-owned greenbelt area without the permission of both the neighbor and the Committee. When the fence directly faces a street, the smooth side of picket, stockade or other fencing must face the street.
- PRIVACY FENCES: Privacy fences that face any street may not exceed 6 feet in height, nor may they extend toward the street beyond the front line of the house.
- DECORATIVE FENCES: Decorative fences that extend up to a height of 4 feet, including picket fences (defined as wood pickets up to 3 1/2 inches wide with a minimum opening space of 2 1/2 inches between each picket), or ornamental iron fences that do not block visibility, may extend beyond the front of the house up to 25 feet from the center of the street.
- NEIGHBORHOOD FENCE LINES: Fences Facing Danforth Road (192nd St): Fences with a direct exposure to Danforth Road must all be identical or specifically approved by the Committee. Fence height must not exceed 6 feet. The smooth side of the fence must face Danforth Road.
- CORNER LOTS: Privacy fences on corner lots may not extend toward any street beyond the frontline of the neighboring house.
- DAMAGED FENCING: Fences that are falling down or with missing/broken pickets should be repaired or replaced as soon as possible (within a 30 day period).

#### DECKS, GAZEBOS, ARBORS OR OTHER DECORATIVE WOODEN STRUCTURES.

Structures painted and roofed to match the house are acceptable. Structures that are constructed of cedar or redwood or are stained a cedar or redwood color are also acceptable. *Tree houses and playhouses shall not be visible from any street.*

#### **PROPERTY MAINTENANCE: APPEARANCE & ACCESSORIES**

##### VEHICLES

- Recreational Vehicles: Boats, sleeper campers, any/all recreational vehicles may be parked on a lot for short periods (2 days) for cleanup and prepping before or after a trip. These types of recreational vehicles may be stored permanently on a lot only if they are parked behind the front building line, are behind a solid fence and on a concrete pad. They shall be limited to a maximum of 8' in height hidden behind an 8' fence, or may be visible up to 2' above a 6' fence from ground level. In all cases, these types of vehicles shall not be visible in any other way (i.e., through the slats of stockade fences, through ornamental fencing, or from the greenbelt common areas, etc.). All newly constructed fences require pre-approval from the DFWC Homeowner's Association.
- Parking: The number of vehicles parked in driveways overnight shall be in accordance with the number of spaces available.
  - Overnight street parking is not allowed.
  - HOMEOWNER'S: Homeowner's vehicles may not be parked in pool parking lot beyond pool opening hours.
  - VISITORS: Visitors (including out-of-town guests) should park in the property's garage or driveway overnight. If parking is not available the pool parking lot may be utilized after hours 10pm-10am.
  - No vehicles should ever be parked on the grass.
- Visibility: Inoperable vehicles, including "For Sale" vehicles, equipment or those requiring maintenance, may not be parked in a driveway for more than 15 days. Car storage of a wrecked or damaged vehicle on the driveway or anywhere visible from the street is prohibited. Flat tires on cars or cars on blocks parked on the driveway or anywhere visible from the street should be repaired within a week.

##### LAWNS/YARDS

- Building materials, gardening/landscaping materials, and supplies may not be left where visible from the street more than two weeks.
- Lawns must be kept in an actively healthy condition by means of adequate water, fertilizer, and weed-control applications as needed.
  - Lawns must be kept reasonably free from unsightly weed growth. Lawns must be mowed, edged and line-trimmed on a regular basis.
  - Grass clippings must be removed from the street and sidewalk immediately after mowing, edging and trimming is done (not blowing it onto the street or in your neighbor's yard).
  - Regular maintenance of flower and shrub beds is required to ensure that yards are kept in healthy condition.

##### ACCESSORIES

- Metal chains/ropes or gates across any driveway are prohibited.
- Hot houses/green houses shall not be visible from any street.
- Basketball goals must be standing upright, with the exception of hazardous weather.
- Garbage/Recycle Bins & Big Trash Day: Garbage bins may not be visible from the street except during the 24-hour period of city garbage pickup or the 48-hour period preceding city large-trash pickup.
- Seasonal/holiday lights and decorations are encouraged, but must be removed within 30 days of the event.



## COMMON AREAS

The common areas in DFWCHOA are collectively owned by all the homeowners. Any use of common areas must be compatible with the original intent of having a "greenbelt" behind some of the houses. Accordingly, the HOA board enforces the following rules regarding any remaining common areas in Danforth Farms West Community.

- No Private Use: No individual homeowner or group of homeowners may convert any part of any common area land to private or personal use.
- No Changes: No homeowner may change the common area land in any way to damage, degrade, or destroy the greenbelt, nor use the common area land in any way, which would interfere with the peaceful and quiet enjoyment of any other homeowner.
- No Fences or Structures: No one may fence or replace the fence on any part of the common areas. No one may place or erect any building or structure in any common area to include storage buildings, play houses, jungle gyms, tree houses, etc.
- Improvements: Homeowners who live in front of the common area may improve and maintain the common area behind their house as long as no major changes are made in the landscape as a greenbelt. For example, flowers may be planted and grass mowed; however, trees may not be cut down or moved without review by the Committee and approval by the HOA board.
- Temporary Signage: Homeowners may not post any temporary signs at the neighborhood entrances or other common areas without express permission from the architectural committee chair or the HOA President, with the following exceptions:
  - "Home for Sale" or "Open House" signs may be posted at entrances on Friday evenings and removed Sunday evenings.
  - "Garage Sale" signs may be posted at entrances or other common areas 48 hours before and during the event. Signs must be removed at the conclusion of the garage sale.
  - "Lost Pet" signs may be posted at entrances or other common areas but should be removed no later than 60 days and/or when pet is found.

## PETS AND LIVESTOCK

- Livestock: Per DFWC Covenants and Oklahoma City ordinance, no animals, livestock or poultry of any kind shall be raised, bred or kept on any lot.
- Pets: Dogs, cats and household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. (According to Oklahoma City ordinances, not more than 3 dogs can be kept on each lot.)
- Pets Restrained: Dogs and cats must be restricted behind a fence, on a leash or in a building at all times.
- Immunizations: All dogs and cats must have their annual required immunizations. A record of those immunizations should be on their tags, which should be worn at all times. (Residents should report a violation of the rules regarding pets to the Oklahoma City Action Desk.)

## VIOLATIONS

Violations of the DFWCHOA Architectural Committee Guidelines will be addressed in the following manner:

- 1<sup>st</sup> notice given, no fine assessed;
- 2<sup>nd</sup> notice given, no fine assessed;
- 3<sup>rd</sup> notice given will accrue a \$75 fine after which the homeowner will have 30 days to make corrections.
  - The homeowner takes corrective action = no further fines assessed.
  - The homeowner files a plan of action with a reasonable and agreed upon timeline for corrective action = no further fines assessed.
  - The homeowner files a plan of action with a timeline but does not complete corrective action in time frame stated = fines assessed (retroactively if appropriate) for each month following initial 30 days after 3<sup>rd</sup> notice.
  - The homeowner does nothing = \$75 fine assessed each month after 30-day period following 3<sup>rd</sup> notice.
  - Fines are due within 15 days to the DFWCHOA Treasurer. Failure to pay fines may result in actions described in the enforcement section of these Guidelines.

Homeowner's will be notified in writing by any means available to the HOA. It is the homeowner's responsibility to correct the violation within 30 days of notice or to file a plan of corrective action with a timeline to the committee to avoid any further assessment of fines.

## EXCEPTIONS

Changes to these Architectural Guidelines may be made only by the recommendation of the committee and approval by the DFWCHOA board. Otherwise, no exceptions or waivers are allowed.



**BYLAWS OF DANFORTH FARMS WEST COMMUNITY HOMEOWNERS ASSOCIATION**  
**(A NOT-FOR-PROFIT CORPORATION) Amendment 4 – Dated January 1, 2019**

**ARTICLE I**

**NAME AND LOCATION**

Name and Location: The name of the corporation is "DANFORTH FARMS WEST COMMUNITY HOMEOWNERS ASSOCIATION" hereinafter referred to as the "Association", "DFWC HOA" or "DFWCHOA". The principal office of the DFWC HOA is the residence of the current HOA President. The financial office of the DFWC HOA is the residence of the current HOA Treasurer.

**ARTICLE II**

**DEFINITIONS**

Section 1: "HOA" or "DFWCHOA" means and refers to DANFORTH FARMS WEST COMMUNITY HOMEOWNERS ASSOCIATION, a nonprofit corporation, its successors and assigns.

Section 2.:"Properties" means and refers to that certain real property described as Danforth Farms sections 2, 3, 4 and 5, in the "Owners Restrictions And Protective Covenants, Conditions And Restrictions And Certificates Of Incorporation" of the DANFORTH FARMS WEST COMMUNITY HOMEOWNERS ASSOCIATION.

Section 3: "Common Areas" means and refers to the tracts of land designated as common areas or to detention areas in any lands dedicated to the homeowners on the plots of land within the area referred to in the DANFORTH FARMS WEST COMMUNITY HOMEOWNERS ASSOCIATION "articles of incorporation".

Section 4: "Lot" means and refers to any plot of land shown upon any recorded subdivision map of the properties in the Danforth Farms West Community, except for the common areas.

Section 5: "Owner" means and refers to the recorded owner/member of the fee simple title to any home, which is a part of the properties, whether one or more persons or entities.

Section 6: "Declaration" means and refers to the recorded "conditions and restrictions" applicable to the properties recorded in the Office of the County Clerk of Oklahoma County, Oklahoma (also known as the "Owner's Restrictions and Protective Covenants").

**ARTICLE III**

**MEETING OF MEMBERS**

Section 1. Annual Meetings: A meeting of the general DFWC HOA membership will be held in January of each year at a time and date set by the Board of Directors. The DFWC HOA secretary will provide to each owner/member a written notice of the annual meeting at least 15 days in advance of the meeting. The presence of a minimum of one-tenth (10%) of the HOA membership in person, or by proxy, is required in order to constitute a voting quorum and hold votes on any specific HOA issue. In the event a general voting quorum is not present, the annual meeting will be limited to a year-end report including a financial report and summary of significant accomplishments given to the attendees by the HOA President. If such a voting quorum is not present or represented, votes on HOA issues and Director selection will be accomplished by emailed or written ballot delivered to all members. Specific issues may also be decided by emailed or written ballots at the discretion of the Board of Directors.

Section 2. Special Meetings: Special meetings may be called at any time by the HOA President or by a majority of the HOA Board. Additionally, a petition signed by a minimum of one-third of the HOA members entitled to vote can be used to call a special meeting. Written notice of special membership meetings will be provided to all members at their address of record within Danforth Farms West, at least 15 days prior to the meeting. Such notices will specify the date, time, place and purpose of the meeting. The presence at the meeting of members and/or proxies entitled to vote, which equal one-tenth (10%) of the total membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these bylaws. If, however, such a quorum is not present or represented at any such meeting, the members who are present and entitled to vote have the power to adjourn the meeting until the required quorum is present or represented by subsequent special meeting.

Section 3. Proxies: At all meetings, including a scheduled vote on DFWCHOA issues, members may vote in person or by signed proxy. In order for the proxy to be valid, members must file proxies at least 24 hours before the scheduled meeting, with the issue defined and the voter's residence address shown. One vote is authorized for each home constructed on one or more plotted lots within the Danforth Farms West Community. If more than one person holds a title to a lot, such owners shall execute a proxy appointing and authorizing one person or alternate persons to attend all annual and special meetings of HOA. Such proxy shall be effective and remain in force unless voluntarily revoked, amended or sooner terminated by operation of law, provided that the owner reappoint and authorize another individual as the proxy. Every proxy shall automatically cease upon conveyance by the grantor of his or her lot.

## **ARTICLE IV**

### **BOARD OF DIRECTORS: SELECTION AND TERM OF OFFICE**

Section 1. Number: The affairs of this Association will be managed by a Board of Directors of up to nine, but not less than five chairpersons or members/volunteers of the Association.

Section 2. Terms of Office: Each new term of office for each Director will be for three years.

Section 3. Removal/Death/Resignation: Any Director may be removed from the Board, with or without cause, by majority vote of the members of the Association. In the event of death, resignation, or removal of a Board member, a successor may be selected by a majority vote of the Board. Replacement Directors will assume the remaining term of the Director being replaced.

Section 4. Compensation: Directors will not receive compensation for services rendered the HOA. However, any Director may be reimbursed for actual expenses incurred in the performance of his or her duties.

## **ARTICLE V**

### **NOMINATION AND ELECTION OF DIRECTORS**

Section 1. Nomination: At the annual meeting, the Board of Directors will make nominations of members for election to the annual vacancies on the Board of Directors. DFWCHOA members may also nominate members from the floor at the annual meeting. The Board of Directors will nominate as many HOA members for each of the open Committee positions as the Board determines to be appropriate. Nominees must be DFWC HOA homeowners.

Section 2. Election: Election of the Board of Directors will be by HOA member ballot, or by a show of hands if a voting quorum exists at the annual meeting. Up to three new Chairs will be elected for three-year terms each, and the nominees receiving the most votes will be declared elected. When written ballots are used, the Board Vice President and the Board Secretary will tally the votes.

## **ARTICLE VI**

### **MEETINGS OF DIRECTORS**

Section 1. Regular Meetings: Meetings of the Board of Directors will be scheduled monthly with Board discretion to cancel any meeting. HOA members have the right to attend board meetings and participate in discussions, but have no voting rights.

Section 2. Special Meetings: Special meetings will be held when called by the President or by any other two Board Officers provided a three-day minimum notice has been given to each of the Board Members. Any HOA member has the right to attend, but only Board Members may vote.

Section 3. Voting Quorum: A majority of the HOA Board of Directors in attendance constitutes a voting quorum and authorizes a meeting to proceed.

## **ARTICLE VII**

### **AUTHORITIES AND DUTIES OF THE BOARD OF DIRECTORS**

Section 1. Authorities- The Board of Directors has the authority to:

- A. Manage the HOA.
- B. Set HOA member architectural and landscaping practices permitted within the HOA and establish penalties for infractions thereof.
- C. Adopt, publish, administer and enforce rules and regulations governing the use and maintenance of the HOA common areas and facilities, the conduct of members and guests thereon, and establish penalties for infractions thereof.
- D. Issue to the membership formal or written guidelines and operating rules within other specific Board of Directors committee areas of responsibility, and establish penalties for infractions thereof.
- E. Suspend the voting rights, and the right to use the common areas (including the swimming pool) of any member during a period in which such member is in default in the payment of any annual or special assessment levied, or is found by the Board of Directors to be in violation of published HOA rules or guidelines.
- F. Employ contractors and employees, as the Board deems necessary, in order to perform special services needed when there are not sufficient available qualified volunteers.

Section 2. Duties-It is the duty of the Board of Directors to:

- A. Recommend to the HOA members for approval any change to prior annual assessments, as necessary to manage the HOA common properties, and to conduct related responsibilities in accordance with these bylaws and covenants of DFWCHOA. Annual assessments will be limited to an amount required to cover all projected expenses and duly planned improvements, as determined by the board. Unless the Board has recommended and implemented a change, homeowner's dues will be the same amount as the year prior.
- B. Recommend special assessments to the HOA members for approval as unscheduled expenses arise.

- C. Keep a record of all Board and corporate affairs and report an overview of these events at the annual membership meeting. Any member may review HOA records by submitting written request for specific information.
- D. Place before the general membership for vote, any issue brought before the board by a petition signed by one third (33%) of the HOA members.
- E. Bill each member for his or her annual assessment at least 30 days prior to the due date of January 31st each year. Any special assessment will be billed at least 30 days in advance of the due date.
- F. Enforce the collection of all annual and special assessments from DFWC homeowners.
- G. Assess a late fee of \$25 per month for unpaid annual dues and special assessments.
- H. File continuing liens on DFWC properties for which assessments are delinquent.
- I. Foreclose the lien or bring legal action against the owner of property, for which there are continuing delinquent assessments together with all expenses, including attorneys' fees.
- J. Provide written statements of assessments to title and abstract companies in order to assist these agencies in collecting assessments of the HOA at closing.
- K. Maintain property and liability insurance on the common property of the HOA, and liability insurance covering the actions and decisions of the members of the Board of Directors.
- L. Manage all deeded common areas of the HOA in the best interest of the overall membership of the HOA.
- M. Maintain and distribute to the homeowners, copies of Board-approved committee guidelines and operating rules, in order to keep members informed of the current HOA policies and rules.
- N. Employ for the HOA a managing agent who shall have and exercise the powers granted to it by the Board of Directors under these Bylaws.
- O. Cause an annual financial review of the HOA financial records to be accomplished at the end of each fiscal year by a qualified accountant selected by the Board of Directors.

## **ARTICLE VIII**

### **OFFICERS AND THEIR DUTIES**

Section 1. Enumeration of Officers: The officers of this HOA are the President, Vice President, Secretary, and Treasurer.

Section 2. Selection of officers: The officers of the Board of Directors are members of the Board who are selected by majority vote of the Board.

Section 3. Terms: Officers are selected by the Board of Directors for a term of one year, or to complete a one-year term.

Section 4. Officer Duties: The duties of the officers of the Board of Directors are:

**A. President:** Develop meeting agendas and preside at all meetings of the board. With approval of the board, sign all contracts, deeds, leases, mortgages, the corporate annual income tax return, and other official written instruments. Sign letters to, and/or hold meetings with, members delinquent in their assessment payments or in violation of existing Board approved rules and guidelines. When requested, serve as liaison between members of the Association and the board. Cosign all checks with the Treasurer.

**B. Vice President:** Act in place of the president in the absence of the president, or the inability or refusal of the president to act. Perform and discharge other duties as assigned by the board.

**C. Treasurer:** Receive HOA income and disburse HOA funds in accordance with the guidance and actions of the Board of Directors. Co-sign all checks with the president. Maintain suitable records of the financial activities of the HOA in order to facilitate an annual financial review. Prepare or cause to be prepared an annual budget and financial report for presentation to the HOA members at the end of each calendar year. Prepare an annual corporate income tax return. Prepare a written statement of the assessment payment status of the HOA membership and provide this statement to the Board of Directors. Upon request, provide to title and abstract companies for closings, a written statement of HOA member assessment payment status in order to facilitate the collection of any unpaid HOA dues.

**D. Secretary:** Keep and maintain the official files of the HOA. Record votes and prepare and distribute meeting minutes. Apply the corporate seal where required. Provide vote-counting support.

## **ARTICLE IX**

### **COMMITTEES**

The Board will appoint committees to carry out the duties in areas of major responsibility. Each of these committees will have it's own Chairperson and members comprised of other board volunteers and members. The number and makeup of these committees, their assigned responsibilities, and the budget allocations will be determined by the Board of Directors at an annual organizational meeting.

## **ARTICLE X.**

### **BOARD OF DIRECTORS COMMITTEE GUIDELINES AND OPERATING RULES**

Section 1. Guideline Effectiveness: The "Owner's Restrictions and Protective Covenants" (Covenants) of the HOA board committees carry the full authority of these HOA bylaws. Committee chairpersons will maintain their specific committee guidelines and usage rules, subject to Board approval. A copy of the DFWC HOA Covenants, Guidelines and Operating Rules and a copy of these Bylaws will be provided to new homebuyers either at closing or at the HOA welcoming visit. Upon request by a homeowner (member), the appropriate committee chairperson will provide a copy of the most recent approved Guidelines and Operating Rules, and explain their meaning and effect. DFWC HOA enforcement actions, and the method of requesting deviations by members, are defined within the Guidelines and Operating Rules.

Section 2. Architectural and Landscaping Guidelines: These guidelines define restrictions on appearance, décor and maintenance of property in addition to providing guidance when planning architectural modifications, improvements and general property maintenance. Architectural Guidelines can be found at the end of the Bylaws.

Section 3. Pool Operating Rules: Swimming Pool operating rules include restrictions on pool access, rules governing Pool parties, guest control, and general guidelines regarding the use and operation of the pool. Swimming Pool Guidelines and information can be found at the end of the Bylaws.

## **ARTICLE XI**

### **ASSESSMENTS**

The Board of Directors has set the annual assessment for each HOA homeowner at \$200 per year for all the fiscal years (defined as January 1<sup>st</sup> – December 31<sup>st</sup>) since amended by the Association, inclusive of FY 2013. Future assessments will be determined based upon recommendations presented to the membership by the board. Approval of the HOA members is required as defined by Article VII, Section 2a. The Board may also separately bring special assessments for non-routine and unanticipated costs before the HOA membership for approval. Special assessments will be levied upon properties only in accordance with Article VII Section 2b, and upon approval of the HOA membership in accordance with the procedures in Article III. Each HOA member is legally obligated to pay to the Association these Board-approved annual and special assessments, *and any late fees*, which, if unpaid, are to be secured by a continuing lien upon his or her property as required in ARTICLE VII, Section 2h. Any assessment not paid within 30 days of the due date is deemed to be delinquent. Delinquent accounts incur a \$25/month late fee. If the delinquency is not removed by December 31<sup>st</sup> of the year billed, the Board of Directors will direct the Treasurer or the designated appointee to file a lien against the property of the delinquent member. If the delinquency continues for a full second year, after December 31<sup>st</sup>, the board appointed designee will bring an action at law against the owner obligated to pay the assessment, or foreclose the lien against the property. Interest, late fees, costs, and attorney fees for these actions will be added to the amount of such assessment. In exigent circumstances and at the discretion of the Board, liens may be filed at any time after a member's dues become delinquent in order to ensure the HOA can collect unpaid dues. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas or abandonment of his or her residence and associated lot or lots.

## **ARTICLE XII**

### **CORPORATE SEAL**

The Secretary of the Homeowners Association Board of Directors will apply the HOA corporate seal to documents and records when required. The seal is circular in form, having within the circumference the words: DANFORTH FARMS WEST COMMUNITY HOMEOWNERS ASSOCIATION.

## **ARTICLE XIII**

### **AMENDMENTS**

These bylaws may be amended at a regular or special meeting of the HOA members by a vote of the majority of a voting quorum of those who are present. These bylaws may also be amended by the recorded vote of a majority of the HOA members who vote via written ballot. The ballots will be mailed or hand-delivered to the membership, as deemed appropriate by the Board of Directors.

In the case of any conflict between the Articles of Incorporation (Owner's Restrictions and Protective Covenants) and these Bylaws, the Covenants shall control.

## **ARTICLE XIV**

### **MISCELLANEOUS**

The fiscal year of the HOA begins on January 1 and ends on December 31 of each year.

DFWCHOA will publish a digital copy of the Covenants, Bylaws and specific Committee Guidelines on its website in order to keep the most up-to-date rules available to homeowner's.