

**BYLAWS OF DANFORTH FARMS WEST COMMUNITY HOMEOWNERS' ASSOCIATION  
(A NOT-FOR-PROFIT CORPORATION) Amendment 5 – Approved January 26, 2021**

**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 reappoints and authorizes 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 \$30 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 its 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 \$250 per year (beginning 2022) for all the fiscal years (defined as January 1<sup>st</sup> – December 31<sup>st</sup>) since amended by the Association. 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 \$30/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.

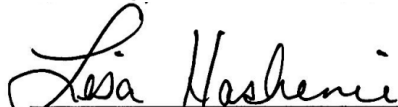
In the case of any conflict between the Articles of Incorporation (Owner’s Restrictions and Protective Covenants) and these Bylaws, the Covenants shall control.

**ARTICLE XIV  
MISCELLANEOUS**

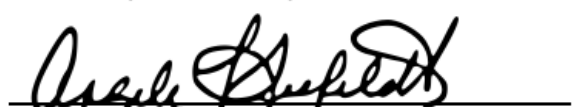
The fiscal year of the HOA begins on January 1 and ends on December 31 of each year.

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.

In witness whereof, we, being the president and secretary of the Board of Directors of the Danforth Farms West Community Homeowner’s Association have inherent to set our hands. This 4<sup>th</sup> day of January, 2022.

  
\_\_\_\_\_  
Lisa Hashemi  
PRESIDENT, DFWCHOA



  
\_\_\_\_\_  
Angela Seefeldt  
SECRETARY, DFWCHOA

STATE OF OKLAHOMA  
COUNTY: OKLAHOMA

This instrument was acknowledged before me on this 4<sup>th</sup> day of January, 2022.  
by Lisa Hashemi and Angela Seefeldt (name(s) of person(s)).

NOTARY PUBLIC

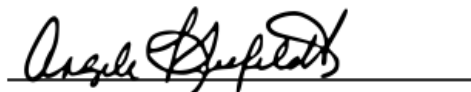
Print Name:  My Commission Expires: February 13, 2023

**Certification**

I, the undersigned, do hereby certify:

That I am the duly elected and acting secretary of the Danforth Farms West Community Homeowner’s Association, an Oklahoma Corporation, and that the forgoing bylaws constitute amendment and one of the bylaws of the said Association, as duly adopted by the members on the 26<sup>th</sup> day of January, 2021.

In witness whereof, I have herein to subscribe my name and affix the seal of said Association on this 4<sup>th</sup> day of January, 2022.

  
\_\_\_\_\_  
Angela Seefeldt  
Secretary, DFWCHOA