

**BYLAWS  
OF  
RAINTREE ACRES SUBDIVISION HOMEOWNERS ASSOCIATION, INC  
A NON-PROFIT CORPORATION**

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# **RAINTREE ACRES SUBDIVISION HOMEOWNERS ASSOCIATION, INC. BY-LAWS**

## **ARTICLE 1 NAME AND LOCATION**

### **1.1 Name.**

The name of the Homeowners Association is "Raintree Acres Subdivision Home Owners Association, Inc.," a not for profit corporation duly organized and in good standing under the laws of the State of Oklahoma. The name of the Development is "Raintree Acres." The Development shall be governed by the Raintree Acres Subdivision Home Owners Association, Inc., acting by and through its Board of Directors and officers.

### **1.2 Location.**

The location of the Development abuts the south side of the N.E. 7300 block of Memorial Road, within the corporate limits of the City of Oklahoma City, Oklahoma.

## **ARTICLE 2 PURPOSE AND PARTIES**

### **2.1 Purpose.**

The purpose of these By-laws is to provide for the governance by the Board of Directors of every property described in Exhibit "A" to the duly recorded Covenants, Conditions and Restrictions, to provide for the orderly administration of the business of the Homeowners Association, to provide for the protection and security of the members of the Homeowners Association, and to provide for the officers of the Board of Directors and to delineate their terms, duties, powers and responsibilities. The Definitions and terms contained in said Covenants, Conditions and Restrictions shall apply hereto and are incorporated herein by reference.

### **2.2 Parties.**

All present and future owners and tenants of any lot, mortgagees and other persons who may use the facilities of the Property in any manner are subject to these By-Laws, and the Covenants, Conditions and Restrictions. The acceptance of a deed to a lot within the Development or the entering into of a lease or any other act of occupancy of a lot shall constitute an agreement that these By-Laws and the Covenants and Conditions and Restrictions, as they may be amended from time to time, are binding and shall be complied with.

## **ARTICLE 3 LOT OWNERS**

### **3.1 Membership.**

Any person on becoming an owner of a lot in Raintree set forth in Article IV of the Covenants, Conditions and Restrictions shall become a member of the Raintree Acres Homeowners' Association and be subject to these By-Laws. Such membership shall terminate without any formal Homeowners Association action whenever such person ceases to own a lot, but such termination shall not relieve or release any such former owner from any liability or obligation incurred under or in any way connected with this Homeowners Association during the period of such ownership and membership in this Homeowners Association nor impair any rights or remedies which the owners have either through the Board of Directors of the Homeowners Association or directly against such former owner or member. The membership shall be deemed conveyed with the lot, even though such interest is not expressly mentioned or described in the instrument of conveyance.

### **3.2 Annual Meetings.**

Regular annual meetings of members of the Homeowners Association shall be held on the project or such other suitable place convenient to the members as may be designated by the Board.

### **3.3 Special Meetings.**

A special meeting of members of the Homeowners 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 by the President of a written request for such a meeting signed by the owners of not less than twenty-five percent (25%) of the lots in the Development; provided, there shall be only one signature per lot for lots with multiple owners.

### **3.4 Notice of Meetings.**

Written notice of regular and special meetings of the Homeowners Association shall be given to members by the Board by e-mailing, by U.S. mail or by any other means determined by the Board to convey notice of such meetings, which notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the nature of the business to be undertaken.

### **3.5 Quorum.**

Except as otherwise provided in these By-Laws, the presence in person or by proxy of a majority of lot owners shall constitute a quorum at all meetings of the lot owners; provided, however, where there are multiple owners of lots, one owner only shall be counted in determining the presence of a quorum. The members present at a duly

called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum. An affirmative vote of a majority of the owners present, either in person or by proxy, shall be required to transact the business of the meeting except where the Covenants, Conditions and Restrictions, these By-Laws or by law, more than a majority vote is required.

### 3.6 Proxies.

At all meetings of the Association, each member may vote in person or by proxy. All proxies shall be in writing and provided to the Secretary before the appointed time of the meeting. Every proxy shall be revocable and shall automatically expire upon conveyance by the member of his lot or upon receipt of notice by the secretary of the Board of the death or judicially declared incompetence of such member.

### 3.7 Adjournment.

In the absence of a quorum at the commencement of a members meeting of the Association, Article VII, Section 6 of the Covenants, Conditions, and Restrictions shall govern.

### 3.8 Voting.

Voting shall be in compliance with Article VI, Section 1 of the Covenants.

### 3.9 Order of Business.

The order of business of all meetings of the home owners shall be as follows:

- (a) Roll call and certification of proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and disposal of unapproved minutes;
- (d) Reports of officers;
- (e) Reports of Board of Directors;
- (f) Reports of Committees;
- (g) Election of members of the Board of Directors, if applicable;
- (h) Unfinished business;
- (i) New business; and,
- (j) Adjournment.

**ARTICLE 4**  
**BOARD OF DIRECTORS, SELECTION; TERM OF OFFICE**

4.1 Number and Term of Directors.

The Board shall consist of five (5) directors, each of whom shall be a lot owner in the Development. The directors shall serve concurrent terms of two (2) years. All directors shall be elected and removed according to these By-Laws.

4.2 Election of Board of Directors.

4.2.1 Nomination. Nominations for election to the Board of Directors shall be made by majority vote of the Board of Directors. Nominations may also be made by individual members by proxy or from the floor at the annual meeting of the Homeowners Association.

4.2.2 Cumulative voting. Elections of Board members shall be by written ballot. All elections shall be conducted by cumulative voting, which is defined as a system that gives each voter as many votes as there are seats to be filled, allowing the voter to accumulate his or her votes on any one candidate or to distribute them.

4.3 Removal.

Any member of the Board of Directors may be removed from office by 2/3 vote of the membership of the Homeowners Association at the annual meeting or at a special meeting called for the purpose of removing one or more members of the Board of Directors. If one or more members of the Board of Directors are removed pursuant to this Section, their successors shall be nominated from the floor and shall be elected by majority vote of the members present and voting at such meeting in accordance with Section 4.2.2. In the event the President's removal is sought at such a meeting, the Vice President shall conduct the meeting. In the event the removal of the President and Vice President is sought at such meeting, the Treasurer shall conduct the meeting.

4.4 Vacancies.

Vacancies in the Board caused by any reason other than the removal of a director by a vote of the members shall be filled by a vote of the majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall complete the term of office of the director whose vacancy he or she filled, and he or she shall continue to serve until a successor is elected at the next annual meeting of the Homeowners Association or at a special meeting of the Homeowners Association called for that purpose.

**ARTICLE 5  
MEETING OF DIRECTORS**

5.1 Regular Meetings.

Regular meetings of the Board shall be conducted at least monthly at a time and place within or near the project as may be fixed by the Board. Notice of the time and place of regular meetings shall be given to each director personally, by e-mail, by mail or by telephone.

5.2 Special Meetings.

A special meeting of the Board may be called by the President or by any two (2) directors other than the President. Notice shall be provided to all directors personally, by mail, e-mail or by telephone. Directors may vote by e-mail proxy upon any item of business for a special meeting.

5.3 Waiver of Notice.

Before or at any meeting of the Board, any director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice to that director. Attendance by a director at any meeting of the Board shall be a waiver of notice by him or her of the time and place of the meeting.

5.4 Quorum.

The presence in person of a majority of the directors at any meeting of the Board shall constitute a quorum for the transaction of business and the acts of a majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

5.5 Adjournment; Executive Session.

The Board may, with the approval of a majority of a quorum of the directors, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, disciplinary actions against homeowners who are alleged to have violated the covenants or these by-laws, litigation or threatened or contemplated litigation in which the Homeowners Association is or may become involved and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session. The Board may include legal counsel in the executive session. Provided, however, the Board shall not vote upon any item of business in executive session. If a vote is necessary upon any item discussed in executive session, it shall be taken in open meeting and on the official record.



## 5.6 Board Meetings Open to Members.

Notice of regular meetings shall be made to the members of the Homeowners Association by e-mail and posting the date, time and place of the meeting on the Homeowners Association web site and/or by publication in the Newsletter. Regular and special meetings of the Board shall be open to all members of the Homeowners Association; provided, however, that members who are not members of the Board may not participate in any deliberation or discussion unless expressly so authorized by the vote of a majority of the Board members in attendance at the meeting; provided, however, a member of the Homeowners Association may address the Board if, prior to the meeting, he or she has requested the President to include his or her presentation to the Board upon the agenda for the meeting, and the President has approved the request. Anyone who is disruptive during a meeting may be ordered to leave by the President or the owner of the property where the meeting is taking place. Failure to leave may be prosecuted as a trespass; and the person refusing to leave shall not be permitted to attend future meetings of the Board.

## 5.7 Compensation.

No member of the Board of Directors shall receive any compensation from the Homeowners Association or lot owners for acting as such; provided, however, any member of the Board of Directors may be reimbursed for expenses he or she has incurred in performance of his or her duties as such member.

## 5.8 Liability of the Board of Directors.

The members of the Board of Directors shall not be liable to the lot owners for any mistake of judgment, negligence or otherwise, except for their own individual, willful misconduct or bad faith. The lot owners shall indemnify and save and hold harmless each of the members of the Board of Directors against all contractual loss or liability to others arising out of contracts made by the Board of Directors on behalf of the Homeowners Association, unless such contract shall have been made in bad faith or contrary to the provisions of the Covenants, Conditions and Restrictions or of these By-Laws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Homeowners Association or the project. Every agreement made by the Board of Directors or by the managing agent or by the Board of Directors on behalf of the Homeowners Association shall provide that the members of the Board of Directors, or the managing agent or the director, as the case may be, are acting only as agents for the lot owners and shall have no personal liability thereunder (except as lot owners) and that each lot owner's liability thereunder shall be limited to a fraction whose numerator is one and whose denominator is the total number of lots in Raintree Acres times the amount of the total liability.

**ARTICLE 6**  
**POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

6.1 Powers and Duties.

The Board of Directors shall have the powers and duties expressly set forth in applicable statutes, in these By-laws or by the Covenants, Conditions and Restrictions and such powers and duties necessarily implied to carry out those expressly stated powers and duties. Without limitation on the generality of the foregoing powers and duties, the Board shall be vested with and responsible for the following powers and duties.

6.1.1 To select, appoint, supervise and remove all officers, agents and employees of the Homeowners Association; to prescribe such powers and duties for them as may be consistent with law and with the Covenants, Conditions and Restrictions and these By-Laws; and to fix their compensation (if not prohibited under these By-Laws) and to require from them security for faithful service when deemed advisable by the Board.

6.1.2 To enforce the Covenants, Conditions and Restrictions, these By-Laws and other instruments relating to the ownership, management and control of the development.

6.1.3 To adopt and publish rules and regulations governing the use of the common areas and facilities and the personal conduct of the members of their guests thereon and to establish procedures and penalties for the infraction thereof, subject to approval of the membership.

6.1.4 To pay all taxes and assessments which are or could become a lien on the common elements or a portion thereof.

6.1.5 To contract for casualty, liability, errors and omissions and other insurance on behalf of the Homeowners Association.

6.1.6 To cause the common areas to be maintained and to contract for goods and/or services for the common areas or for the Homeowners Association, subject to the limitations set forth in this Article.

6.1.7 To prepare budgets and financial statements for the Homeowners Association as prescribed in these By-Laws.

6.1.8 To initiate and execute disciplinary proceedings against members of the Homeowners Association for violations of the provisions of the Covenants, Conditions and Restrictions, these By-Laws and such rules as may be promulgated by the Board in accordance with procedures set forth in these By-Laws.

6.1.9 To enter upon any privately owned lot as necessary in connection with construction, maintenance or emergency repair of the common areas or any fixture located thereon.

6.1.10 To borrow money and incur indebtedness for purposes of the Homeowners Association and to cause to be executed and delivered therefor in the Homeowners Association's name promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefor.

6.1.12 To prepare and file annual tax returns with the federal government and the State of Oklahoma and to make such elections as may be necessary to reduce or eliminate the tax liability of the Homeowners Association. Without limiting the generality of the foregoing, the Board may, on behalf of the Homeowners Association, elect to be taxed, if possible, under section 528 of the Internal Revenue Code or any successor statute conferring income tax benefits on homeowners' associations. In connection therewith, the Board shall take such steps as are necessary to assure that the income and expenses of the Homeowners Association for any taxable year shall comply with the following limitations and restrictions.

6.1.12.1 No part of the net earnings of the Homeowners Association shall inure to the benefit of any private individual (other than by acquiring, constructing or providing management, maintenance or care of the Homeowners Association's property and other than by a rebate of excess special or annual assessments).

## 6.2 Limitation on the Board's Powers.

The Board shall be prohibited from taking any of the following actions:

6.2.1 Endorsing the candidacy of any person for public office or making campaign contributions from Association funds to any such candidate.

6.2.2 Paying compensation to directors for services performed in the conduct of the Homeowners Association's business, provided, however, that the Board may cause a director or officer to be reimbursed for reasonable and necessary expenses incurred in carrying on the business of the Homeowners Association.

6.2.3 Entering into a contract with a third person wherein the third person will furnish goods or services for the common areas or the Homeowners Association for a term longer than one (1) year with the following exceptions:

6.2.3.1 A contract with a public utility company if the rates and charges for the materials or services are regulated by the Oklahoma Corporation Commission; provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate.

6.2.3.2 Prepaid casualty, errors and omissions and/or liability insurance policies.

## **ARTICLE 7 OFFICERS AND DUTIES**

### 7.1 Enumeration and Term.

The officers of the Board of Directors of the Homeowners Association shall be a president and vice president, a secretary, a treasurer and such other officers as the Board may from time to time by resolution create; provided, such officers shall be members of the Board of Directors. The officers shall be elected bi-annually by the Board following the election of Directors at the Homeowners Association's annual meeting held for such purpose, and each officer shall hold office for two (2) years, unless he or she shall sooner resign or shall be removed from office or die or become an incapacitated person within the meaning of 30 O.S. §1-111(A)(12), or cease to be a member of the Homeowners Association or otherwise become disqualified to serve.

### 7.2 Resignation and Removal.

Any officer may be removed from office by a majority vote of the board at any time with or without cause. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

### 7.3 Vacancies.

See Article 4 Section 4.4.

### 7.4 Multiple Offices.

The offices of secretary and treasurer may be but are not required to 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 these By-laws.

### 7.5 Duties.

The duties of the officers are as follows:

7.5.1 President. The president shall preside at all meetings of the Board of Directors and the Homeowners Association (members); 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.

7.5.2 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.

7.5.3 Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and meetings of the Homeowners Association, shall provide notice of meetings of the Board and of the Homeowners Association, shall keep appropriate, current records showing the members of the Homeowners Association, together with their street and e-mail addresses, and shall perform such other duties as may be provided by the Board. Provided, further, all minutes of regular and special meetings of the Board and all minutes of meetings of the Homeowners Association shall be open for inspection and copying by all members of the Homeowners Association.

7.5.4 Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Homeowners Association and shall disburse such funds as directed by the Board of Directors; shall co-sign all checks and promissory notes of the Homeowners Association; shall prepare an annual budget and shall keep proper books of accounts and prepare or have prepared financial statements and tax returns as required by law or by these By-Laws.

#### 7.6 Compensation of Officers.

No officers shall receive any compensation from the Homeowners Association or lot owners for acting as such; provided, however, officers shall be entitled to be reimbursed for reasonable and necessary expenses incurred in the course of performing official business of the Board or the Association.

#### 7.7 Eligibility to Hold Office.

Any adult person who is a member of the Association and not a convicted felon is eligible to hold any of the offices enumerated in Section 7.1.

### **ARTICLE 8 ANNUAL AND SPECIAL ASSESSMENTS**

The Board shall levy annual and special assessments in compliance with Article VII of the Covenants.

**ARTICLE 9  
SUSPENSION OF MEMBERSHIP RIGHTS**

The Board shall have the power to impose temporary or permanent suspensions of an owner's rights as a member of the Homeowners Association or other appropriate discipline for failure to comply with the Covenants, Conditions and Restrictions, these By-Laws or duly enacted rules; provided that the accused person shall be given reasonable notice of the alleged violation and shall be afforded the opportunity to be heard by the Board with respect to the alleged violation before a decision to impose discipline is reached.

**ARTICLE 10  
BUDGETS, FINANCIAL STATEMENTS, BOOKS AND RECORDS**

10.1 Budgets and Financial Statements.

Financial statements for the Homeowners Association shall be regularly prepared and copies shall be distributed to each member of the Homeowners Association as follows:

10.1.1 A pro forma operating statement (budget) for each fiscal year shall be distributed not less than sixty (60) days before the beginning of the fiscal year.

10.1.2 A balance sheet and an operating statement for the period covered by the Homeowner's Association's previous fiscal year. This operating statement shall include a schedule of assessments received and receivable identified by the number of the lot and the name of the lot owner assessed.

10.2 Fiscal Year.

The fiscal year of the Homeowners Association shall be September 1<sup>st</sup> through August 31<sup>st</sup>.

10.3 Inspection of Homeowners Association's Books and Records.

The membership register, books of account and minutes of meetings of the members of the Board and of committees of the Board or Homeowners Association shall be made available for inspection and copying by any member of the Homeowners' Association or by his duly appointed representative at any reasonable time and for a purpose reasonably related to his interest as a member of the Homeowners Association. Such inspection shall occur at the office of the Homeowners Association or at such other place within the project as the Board shall prescribe. Such inspection may take place on weekdays during normal business hours following at least forty-eight (48) hours written notice to the Board by the member desiring to make such inspection. Any member desiring copies of any document shall pay the reasonable cost of reproduction. Every director shall have the absolute right at any reasonable time to inspect all books,

records and documents of the Homeowners Association and the physical properties owned or controlled by the Homeowners Association. The right of inspection by a director includes the right to make extracts and copies of documents.

#### 10.4 Expenditure of Homeowners Association Funds.

The Board of Directors shall have the general management and control of all funds of the Homeowners Association from any source. Specifically, the Board shall have the power and the authority to authorize any expenditure of such funds as in its discretion the Board deems reasonably necessary to the conduct of the business of the Association, providing for the safety and security of the members of the Association, or otherwise as may be deemed to be in the best interests of the Homeowners Association.

#### 10.5 Maximum Spending Limit.

The President and Treasurer shall each sign checks drawn on Homeowners Association funds; provided, however, no expenditure of Homeowners Association Funds exceeding \$400 may be made by the President and Treasurer without prior approval by the Board of Directors.

### **ARTICLE 11 AMENDMENT OF BY-LAWS**

#### 11.1 Amendment of By-Laws.

These By-Laws may be amended:

11.1.1 By 4/5 vote of the Board of Directors; or

11.1.2 By a vote of not less than seventy-five percent (75%) of a quorum of the members of the Association in attendance at any meeting of the Homeowners Association.

### **ARTICLE 12 MISCELLANEOUS PROVISIONS**

All owners, tenants or their employees or any other person that uses the facilities of the project in any manner are subject to these By-Laws and in the project documents and to all reasonable rules enacted pursuant to the Covenants, Conditions and Restrictions. Acquisition, rental or occupancy of any lot shall constitute acceptance and ratification of the provisions of all such rules and regulations.

12.1 Indemnity of Officers and Directors.

Each director and officer shall be indemnified by the Homeowners Association and held harmless for all expenses, losses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him or her by judgment or settlement in connection with any proceeding to which he may be a party or in which he or she may become involved by reason of his or her being or having been a director or an officer of the Homeowners Association, except in cases of fraud, gross negligence or bad faith of the director or officer in the performance of his duties.

12.2 Committees.

The Board shall have the power to create committees to carry out and perform such duties as the Board may assign, and the membership of such committees shall be appointed by the Board.

12.3 Notices.

Any notice permitted or required to be given by the covenants or by these by-laws may be delivered either personally, by mail, by e-mail or as otherwise specifically provided in the project documents. If delivery is by mail, it shall be deemed to have been given seventy-two (72) hours after a copy of the same has been deposited in the United states mail, postage prepaid, return receipt requested, addressed to each person at the current address or addressed to the lot of such person if no address has been given to the secretary; provided, however, that notice of regular or special meetings of members may be mailed without a return receipt.

**ARTICLE 13  
OBLIGATIONS OF THE HOMEOWNERS**

13.1 Assessments.

13.1.1 Annual Assessments. Annual Assessments are governed by Article VII of the Covenants, Conditions and Restrictions.

13.1.2 Special Assessments. Special Assessments are governed by Article VII of the Covenants, Conditions and Restrictions.

13.1.3 Owner's Personal Obligation for Payment of Assessments. The amount of total assessments against such lot shall be the personal and individual obligation of the owner thereof.



**ARTICLE 14  
ARCHITECTURAL REVIEW COMMITTEE**

14.1 Membership.

Membership on the Architectural Review Committee (“ARC”) and its duties shall be as set forth in Article XVI of the Covenants. Members of the ARC shall serve terms of office that or coextensive with the terms of office of the members of the Board of Directors that appointed them.

14.2 Meetings.

Formal meetings of the ARC are not required to transact its business. The ARC may confer and decide upon proposals by telephonic means or by e-mail.

14.3 Liaison.

The Board of Directors shall designate one of the members of the ARC as the ARCs liaison to the Board; and his or her duties shall include keeping the Board informed on matters pending before and decided by the ARC.

14.4 Vacancies.

A member of the Board of Directors may be appointed to fill a vacancy on the ARC, notwithstanding the provisions of Article 7.5.

**RESOLUTION FOR ESTABLISHMENT OF BY-LAWS**

We, the undersigned directors, subject to the Covenants, Conditions and Restrictions, do hereby certify the foregoing to be the By-Laws of Raintree Acres Homeowners' Association and, by our signatures hereto, do resolve to adopt the foregoing By-Laws as of the 23rd day of February, 2010.

By:

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\_\_\_\_\_  
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\_\_\_\_\_  
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