

# BY-LAWS OF SHANGRI-LA VISTA TOWERS

Originally Established September 20, 1980

1<sup>st</sup> Fully Amended By-Laws Adopted June 21, 1997

## ARTICLE I Plan of Ownership

**Section One: Ownership.** Shangri-La Vista Towers located in Delaware County, State of Oklahoma, is submitted to the provisions of the "Unit Ownership Act", State of Oklahoma.

**Section Two: By-Laws Applicability.** The provisions of these By-Laws are applicable to all individual units, the real property and common elements.

**Section Three: Personal Application.** All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the project in any manner, are subject to the regulation set forth in these By-Laws. "Owner" shall be defined as an individual or individuals, a trust, corporation, limited liability company, partnership, association, or other legal entity. Regardless of the form of ownership, only one vote shall be cast per unit. The secretary may require written authorization by the legal entity if he or she so elects.

The mere acquisition or rental of any of the family units, herein referred to as units, of the Shangri-La Vista Towers or the mere act of occupancy of any of the units will signify that these By-Laws are accepted, ratified, and will be complied with.

**4<sup>th</sup> Amendment December 21, 2011 - Article I of the By-Laws as amended by the First Amended By-Laws of Shangri-La Vista Towers Homeowners Association adopted June 21, 1997, is hereby amended by the insertion of the following:**

**Section Four: Not for Profit Corporation.** These By-Laws have been adopted by the Board of Directors of Shangri-La Vista Towers Homeowners Association (the "Association"), a not for profit corporation duly organized under the Oklahoma General Corporation Act, for the purpose of serving as the Owners Association described in the Declaration recorded in the land records of Delaware County, Oklahoma.

**Section Five: Business Office.** The principal office of the Association shall be located in Delaware County, Oklahoma.

**Section Six: Registered Office.** The registered office of the Association, required by the Oklahoma General Corporation Act to be maintained in Oklahoma, may be, but need not be, the same as the principal office, and the address of the registered agent may be changed from time to time by the Board of Directors or by the officers of the Association.

**ARTICLE 11**  
**Voting Majority or Owners, Quorum, Proxies**

**Section One: Voting.** Voting shall be on a percentage basis and the percentage of the vote to which the owner is entitled is the percentage assigned to the family unit or units in the Declaration.

**Section Two: Majority of Owners.** As used in these By-Laws the term "Majority of Owners" shall mean those owners, holding more than fifty percent (50%) of the votes in accordance with the percentages assigned in the Declaration.

**Section Three: Quorum.** Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of owners", as defined in the preceding paragraph of this article, shall constitute a quorum.

**Section Four: Proxies.** Votes may be cast in person or by proxy. Proxies must be filed with the secretary before the appointed time of each meeting.

**ARTICLE III**  
**Administration**

**Section One: Association Responsibilities.** The owners of the units will constitute the Association of Unit Owners, hereinafter referred to as the Association, who will have the responsibility of administering Shangri-La Vista Towers, approving the annual budget, electing a Board of Directors, establishing and collecting monthly assessments, and arranging for the management of Shangri-La Vista Towers.

**Section Two: Place of Meetings.** Meetings of the Association shall be held at Shangri-La Vista Towers, Route #3, Afton, Oklahoma, or such other suitable place convenient to the owners as may be designated by the Board of Directors.

**Section Three: Annual Meetings.** ~~Annual meetings shall be held on the third Saturday of June of each year. At such meetings there shall be elected by ballot a Board of Directors in accordance with the requirements of Section Five of Article V of these By-Laws. The owners may also transact such other business of the Association as may properly come before them.~~

**3<sup>rd</sup> Amendment August 18, 2008 Section Three of Article III of the First and Second Amended By-Laws of Shangri-La Vista Towers is hereby amended by the deletion of said Section and the substitution of the following:**

**Section Three. Annual Meetings.** Annual meetings shall be held on the Saturday of June or July of each year which falls closest to the Fourth of July. At such meetings there shall be elected by ballot a Board of Directors in accordance with the requirements of Section Five of Article V of these By-Laws. The owners may also transact such other business of the Association as may properly come before them.

**Section Four: Special Meetings.** It shall be the duty of the president to call a special meeting of the owners as directed by resolution of the Board of Directors or on a petition signed by a majority of the owners and having been presented to the secretary. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths of the owners present, either in person or by proxy.

**Section Five: Notice of Meetings.** It shall be the duty of the secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place of the meeting, to each owner of record, at least thirty (30) days prior to such meeting. The mailing of notice in the manner provided in this section shall be considered notice served.

## **ARTICLE IV** **Board of Directors**

**Section One: Number and Qualification.** The Association's affairs shall be governed by a Board of Directors composed of seven (7) persons, all of whom must be owners or a trustee of a trust owner, or an officer or designated agent of any corporation, limited liability company, partnership, association or other legal entity owning a unit in Shangri-La Vista Towers.

**Section Two: Powers and Duties.** The Board of Directors shall have the powers and duties necessary for the administration of the Association's affairs and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the owners.

**Section Three: Other Duties.** In addition to duties imposed by these By-Laws or by resolutions of the Association, the Board of Directors shall be responsible for the following:

- (a) Care, upkeep, and surveillance of the property and the general and limited common elements and services.
- (b) Collection of monthly dues and assessments from the owners.
- (c) Designation and dismissal of the personnel necessary for the maintenance and operation of the property, the general common areas and facilities, and the limited common areas and facilities.

**Section Four: Management Agent or Independent Contractor.** The Board of Directors may employ for the Association a management agent at a compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section Three of this Article. The duties and services listed above may also be provided by an Independent Contractor under separate contracts with the owners or contract with the Board of Directors.

**Section Five: Election and Term of Office.** The term of each director shall be a term of three (3) years. A director shall hold office until his or her successor has been elected.

**Section Six: Vacancies.** Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, and each person so elected shall be a Director until a successor is elected at the Association's next annual meeting. The quorum requirement for any meeting at which a vacancy is to be filled shall be reduced by one for each vacancy to be filled.

**Section Seven: Removal of Directors.** At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the owners, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

**Section Eight: Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time by a majority of the Directors, but at least three (3) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone, or other electronic transmission, at least thirty (30) days prior to the day named for such meeting.

**Section Nine: Special Meetings.** Special meetings of the Board of Directors may be called by the president on ten (10) days' notice to each Director, given personally or by mail, telephone or other electronic transmission, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the president or secretary in like manner and on like notice on the written request of at least four (4) Directors.

**Section Ten: Waiver of Notice.** Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the receipt of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business maybe transacted at such meeting.

**Section Eleven: Board of Director's Quorum.** At all meetings of the Board of Directors, four (4) Directors shall constitute a quorum for the transaction of business, and the acts of the quorum shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the members present may adjourn the meeting for a time until a quorum is present. Once a quorum is present, any business that might have been transacted at the meeting as originally called may be transacted without further notice of the reopened meeting with a quorum present.

**Section Twelve:** The Board of Directors by majority vote may authorize and thereby commence legal action against any unit owner for default in payment of assessments provided for herein. Default shall herein be defined as a lapse of thirty (30) days after the mailing of the monthly statement.

**4<sup>th</sup> Amendment December 21, 2011 Article IV**, as amended by the First and Second Amendment of the By-Laws of Shangri-La Vista Towers Homeowners Association, **is hereby amended by the insertion of the following paragraphs:**

**Section Thirteen: Income Tax Election.** The Board of Directors, on behalf of the Association, may elect to have Section 528 of the Internal Revenue Code apply for each taxable year of the Association, and in connection therewith, if such election is made, the Board of Directors shall see to it that all conditions necessary for filing a federal income tax return under Section 528 shall be satisfied including, by way of example, that:

- (a) At least 60% or more of the gross income of the Association for each taxable year shall consist solely of amounts received as membership dues, fees or assessments from owners of residential units;
- (b) At least 90% or more of the expenditures of the Association for each taxable year are expenditures of the acquisition, construction, management, maintenance, and care of Association property;
- (c) No part of the net earnings of the Association will inure to the benefit of any unit owner (other than by acquiring, constructing or providing management, maintenance, and care of Association property, and other than by rebate of excess membership dues, fees, or assessments);
- (d) The Association elects, at such time in such manner as required by Section 528 of the Internal Revenue Code, to have this section apply for the taxable year.

## **ARTICLE V**

### **Officers**

**Section One: Designation.** The principal offices of the Association shall be a president, a vice-president, a secretary, and a treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an assistant treasurer, and an assistant secretary, and such other officers as in their judgment may be necessary.

**Section Two: Election of Officers.** The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

**Section Three: Removal of Officers.** On an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

**Section Four: President.** The president shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties that are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the Association's affairs.

**Section Five: Vice-President.** The vice-president shall take the place of the president and perform his duties whenever the president shall be absent or unable to act. If neither the president nor the vice-president is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The vice-president shall also perform such other duties as shall from time to time be imposed on him by the Board of Directors.

**Section Six: Secretary.** The secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of secretary. A permanent minute book with recorded resolutions therein shall be maintained by the secretary and stored in offices of the maker or their successors or such other place as the Board of Directors may designate.

**Section Seven: Treasurer.** The treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all moneys and other valuable effects in the name and to the credit of, the Association in such depositories as may from time to time be designated by the Board of Directors. He shall review operational reports prepared by management and obtain timely reports from an independent certified public accountant for presentation to the Board and the Association at annual meetings.

## **ARTICLE VI** **Obligations of the Owners**

**Section One: Assessments.** All owners are obligated to pay monthly assessments imposed by the Association to meet all Shangri- La Vista Towers communal expenses, which may include a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake or other hazard. The assessments shall be made pro rata according to the ration of percentage as stipulated in the Declaration of record. Such assessments shall include monthly payments to a general operating reserve and a reserve fund for replacements.

**Section Two: Maintenance and Repair.**

(a) Every owner must perform promptly all maintenance and repair work within his own unit which, if omitted, would affect the development in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

(b) ~~All the repairs of internal installations of the unit such as water, light, telephones, air conditioners, sanitary installations, doors, windows, lamps, and all other accessories belonging to the unit area shall be at the owner's expense.~~

***2<sup>na</sup> Amendment September 1, 2006 Article VI Section 2 Sub Paragraph (b) of the First Amended By-Laws of Shangri-La Vista Towers is hereby amended by the deletion of said paragraph and the substitution of the following:***

- (b) ~~All repairs of the internal installation of the unit shall be at the owner's expense. Provided, however, Association acting through its Manager or Board of Directors shall replace and maintain as necessary the heating and air conditioning units at the expense of the Association and maintain plumbing lines from the drywall outer face (the side affixed to the framing or furring) to the outer wall of the building or the drywall outer face of an adjoining unit or common area at the expense of the Association.~~

***3<sup>rd</sup> Amendment December 2007 Article VI Section 2 Sub Paragraph (b) of the First and Second Amended By-Laws of Shangri-La Vista Towers is hereby amended by the deletion of said paragraph and the substitution of the following:***

- (b) The repair and maintenance of the unit's Internal Installations and the repair of any damages resulting from the unit's Internal Installations shall be at the owner's expense. For purposes of this subparagraph, the term "Internal Installations" means all accessories and fixtures within the interior of the unit, including, without limitation, the drywall, water and plumbing fixtures, flooring and ceiling, carpet, electric fixtures, light fixtures, telephones and other communications equipment, sanitary installations, doors, windows, and lamps, provided that "Internal Installations" does not include any electrical wiring or water pipes behind the drywall or any of the following, which shall be referred to as "HVAC Equipment": heating or air-conditioning equipment, and any pipes, wires, conduit or apparatus that is connected to or contributes to the operation of any heating or air-conditioning equipment, whether inside or outside of the unit. The repair and maintenance of all HVAC Equipment and the repair of any damages resulting from any failure of or leak from any electrical wiring or water pipes behind the drywall or any HVAC Equipment shall be at the Association's expense unless caused by the owner.

(c) An owner shall reimburse the Association for any expenditure incurred in repairing or replacing any common area and facility damaged through his fault.

(d) All charges incurred by the Board of Directors for repairs and maintenance to the interior of a unit shall be borne by the unit owner.

(e) Each unit owner shall by writing file with the Board of Directors the current address of said unit owner for purposes of mailing of statements and other notices as are herein or by the Declaration required. A list of said addresses shall be maintained by the Secretary of the Board of Directors. This duty may be delegated to the managing agent.

**5<sup>th</sup> Amendment, December 21, 2011 To Amend 1<sup>st</sup> Amendment Article VI,  
Section 2 by adding the following:**

- (f) All owners of property subject to the By-Laws of the Owners of Shangri-La Vista Towers, an Oklahoma Unit Ownership Estate, prior to the date of January 1, 2012, will be entitled to the replacement of any ORIGINAL HVAC units and the ORIGINAL Patio Door only when replacement is necessary. Replacement of these items will be paid for by the Association.
  
- (g) Any and all property owners that have title vested in property subject to the Association of Unit Owners of Shangri-La Vista Towers, an Oklahoma Unit Ownership Estate on or after January 1, 2012, and for any and all other owners without ORIGINAL HVAC units or ORIGINAL Patio Door shall be addressed as follows:
  - (1) The Association will make arrangements and pay all invoices tendered in a timely manner to install a new HVAC unit or Patio Door, when replacement becomes necessary. It will be the responsibility of the property owner to prepay the estimated cost prior to the Association placing the order for work or materials. After submission of all bills, within sixty (60) days from the date of completion of any and all work, a credit/debit adjustment will be made with the property owner to reflect the actual cost to the Association.
  
- (h) The Association agrees to be responsible for the following items only:
  - (1) Replacing filters for HVAC units as necessary
  - (2) Maintaining all HVAC water lines, hoses and connections leading to/from the HVAC units
  - (3) Making vendor arrangements for repairs or maintenance on HVAC units or Patio Doors when needed. The vendor's invoice will be paid by the Association and amount billed to the owner along with a copy of the paid vendor invoice.
  - (4) Assist in handling any warranty issues that arise with new HVAC units or Patio Doors.

***Section Three:*      Use of Family Units-Internal Changes.**

- (a) All units shall be utilized for residential purposes only.
  
- (b) An owner shall not make structural modifications or alterations in his unit or installations located therein without previously notifying the Association in writing, through the president of the Board of Directors. The Association shall have the obligation to answer with in thirty (30) days, and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

**Section Four: Right of Entry.**

(a) An owner shall grant the right of entry to the management agent or to any person authorized by the Board of Directors or the Association in case of any emergency originating in or threatening his unit, whether the owner is present at the time or not.

(b) An owner shall permit other owners, or their representatives, when so required, to enter his unit for the purpose of installing, altering or repairing the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of emergency, such right of entry shall be immediate.

**Section Five: Rules of Conduct and Use Restrictions.**

(a) No unit owner shall post any advertisements or posters of any kind in or on the premises except as authorized by the Association.

(b) Unit owners shall exercise extreme care in making noises or using musical instruments, radios, television, and amplifiers that may disturb other residents.

(c) Throwing of garbage or trash outside the disposal installations provided for such purposes on the premises is prohibited.

(d) No owner, resident, or lessee shall install wiring for electrical or telephone installation, television or radio antennae, machines, air conditioning units, or the like, on the exterior of a building or that protrude through the walls or the roof of the unit except as authorized by the Association.

(e) No unit shall be used for any purpose other than residential. Provided, however, rental or lease by owner or third party under contract with owner is authorized.

(f) ~~No fuel tank of any sort shall be placed anywhere on said premises.~~

**3<sup>rd</sup> Amendment, August 18, 2008, Subparagraph (f) of Section Two of Article VI of the First and Second Amended By-Laws of Shangri-La Vista Towers is hereby amended by the deletion of said paragraph and the substitution of the following:**

(f) Except for fireplaces built into the inside of individual units, no charcoal wood burning grills, smokers, or other similar devices shall be allowed on said premises. Propane gas tanks used for outdoor cooking and the internal fuel tanks of motorized vehicles parked in appropriate parking areas are allowed on the premises. In addition, unit owners may store portable fuel tanks provided that such tanks (i) must be stored in a designated maintenance room within the basement of said premises and (ii) must comply with all statutes, regulations, and ordinances applicable to fuel storage by an individual unit owner. No fuel tank of any other sort shall be allowed or placed anywhere on said premises.

(g) ~~Family pets limited to cats, dogs or birds shall be permitted on said premises, but shall at all times be confined to the owners' own unit or kept on a leash or otherwise be within immediate control of the unit owner when away from such unit. When the excessive number of animals or individual behavior of any animal is deemed to constitute a nuisance or an unreasonable annoyance to other unit owners by the Board of Directors, the owner shall, upon written notice by said Board, remove the animal or animals from said premises.~~

**6<sup>th</sup> Amendment – July 6, 2013, Section 5, Paragraph G, and Article VI is hereby amended by the deletion of said paragraph and the substitution of the following:**

- (g) That each condo shall be limited to no more than two (2) animals at any time, and that said animal occupying any condominium on or in the Vista Towers is restricted to a cat, dog, or bird, no other animals of any nature allowed. All current owners, as of July 6, 2013, will be grandfathered in as to the number of pets (3). All dogs must be under the homeowner's immediate control on a hand held leash, in any public area or on the property. (Electronically controlled collars do not meet this requirement.) The Board has the authority to levy fines when there are violations of the Vista Towers H.O.A. Rules and Regulations.
- (h) No change in the landscape or alteration or painting to the exterior of any unit and no improvement or alteration or placing of personal property of any nature on any common element shall be permitted without prior written approval of the Board of Directors.
- (i) No structure, trailer, tent or other outbuilding or temporary residence may be placed anywhere on the premises without prior written approval of the Board of Directors.
- (j) No portion of the premises shall be used for any unlawful purpose.
- (k) Any unit owner desiring to sell his unit shall first offer it for sale to the Board of Directors. The Board of Directors shall have fourteen (14) days thereafter in which to accept or reject said offer or in which to make a counteroffer. Thereafter, at any time within 30 days, said Board of Directors shall have the right, acting for the Association of Unit Owners to purchase said unit at a price equal to the highest bona fide offer then available to said unit owner.
- (l) Any unit may be rented or sub-let by any unit owner to any third person or legal entity.
- (m) The golf cart storage area shall be utilized only by owners or lessees with written leases for a period of not less than six (6) months. Those storing a golf cart in this area shall pay the Association such sum as the Board of Directors may require by a majority vote.

**3<sup>rd</sup> Amendment, August 18, 2008, Section Five of Article VI of the First and Second Amended By-Laws of Shangri-La Vista Towers is hereby amended by the addition of the following:**

- (n) With the exception of the penthouse unit, washing machines and clothes dryers will be prohibited in all units until proper plumbing and ventilation is installed that is dedicated to washing machines and clothes dryers.

**6<sup>th</sup> Amendment – July 6, 2013, Section 5, Article VI of the First Amended By-Laws of Shangri-La Vista Towers is hereby amended by the addition of the following:**

- (o) That all units in the Vista Towers, shall be responsible for the purchase, maintenance and continued coverage by general liability insurance policy in the amount of not less than three hundred thousand dollars (\$300,000.00); showing Shangri-La Vista Towers, an Oklahoma Unit Ownership Estate as an additional insured, a copy of which shall be delivered to the Shangri-La Vista Towers, an Oklahoma Unit Ownership Estate, and maintained continually until transfer of title to said condominium and this obligation shall pass to the new title holder accordingly.

**ARTICLE VII**  
**Amendments to Plan of Ownership**

**Section One: By-Laws.** These By-Laws may be amended by the Association in a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by owners representing at least seventy-five (75%) percent of the said unit owners. This First Amendment to the By-Laws shall substitute for the original By-Laws as filed.

**ARTICLE VIII**  
**Compliance**

These By-Laws are set forth to comply with the requirements of the Oklahoma "Unit Ownership Act". In case any of these By-Laws conflict with the provisions of that statute, it is hereby agreed and accepted that the provisions of the statute will apply.

IN WITNESS WHEREOF, said maker has hereunto set hand and seal this 21st day of June, 1997 and signed by: James L. Crawford, Secretary and Ed Hawes, President  
Vista Towers Board of Directors

**CERTIFICATION**

The undersigned James L. Crawford, Secretary of the Board of Directors of the Association of Unit Owners of Shangri-La Vista Towers, does hereby certify that the above Amended By-Laws were adopted by seventy-five percent (75%) or more of the Unit Owners at the regular Annual Meeting of the Association on June 21, 1997, which meeting was called in part for the purpose of making amendments to the By-Laws.

James L. Crawford, Secretary  
Vista Towers Board of Directors

***Note: the original signed and filed documents of the Vista Towers By-Laws and Amendments are on file in the office of the Vista Towers' Office Manager.***