

Cambridge Estates

Certificate Of Dedication
April 1978
Protective Covenants and Restrictions

Articles Of Incorporation
May 1978

Amended
Articles of Incorporation
November 1978

By Laws
And
Explanations

Cambridge Estates
Homeowner's Association
Architecture Review
Committee

Dear Cambridge Estates Homeowner,

Welcome to Cambridge Estates subdivision. As a homeowner in the subdivision you are automatically a member of the Cambridge Estates Homeowners Association and, we believe, one of the finest subdivisions in the Broken Arrow area.

To assist you in becoming settled in your new home and to become familiar with the subdivision, we have provided you with the attached homeowner's packet. It includes a telephone directory, a list of the current Board of Directors and Board members, neighborhood map, block captain map, swimming pool rules, copies of the Protective Covenants and Restrictions, Articles of Incorporation, By-laws, a proposal for the Architectural Review Committee, homeowner fee rules and a recent newsletter. We believe that these articles will answer many of your questions and assist you in maintaining your property values and those of your neighbors.

Each newly constructed home is assessed a one time fee of \$100.00 when it is purchased. Annual homeowner's dues are currently \$200.00. Notification of the dues will be mailed to you in December of the prior year. Payment may be made in installments with full payment due by April 1st. Homeowners that have moved in during the year will have a prorated fee for that year, in addition to the \$100.00 one time assessment fee if applicable. These monies will be used to maintain the subdivision's facilities; the pool, tennis courts, clubhouse, playground, parking lot, entryway, etc.

The Board of Directors is the governing body of the Cambridge Estates Homeowners Association. You are welcome to contact them concerning any aspect of Cambridge Estates. If you would like to become active in the subdivision your volunteer efforts are welcomed.

Periodically we publish a newsletter. A Board of Directors Meeting is held monthly at Forest Ridge Baptist Church on Oneta Road adjacent to the subdivision. These meetings are open to all homeowners and your participation is welcomed. There is an annual General Membership meeting held in November to review the current year actual expenses and the next year's proposed budget. At the annual meeting, the Homeowners discuss activities and any areas of concern as well as elect Board members for the upcoming year. Regular meetings resume in January of the next year.

We hope this information will help you and that you will be an active supporter of Cambridge Estates. Again, welcome to your new home and neighborhood.

CAMBRIDGE POOL RULES AND REGULATIONS

1. **ADMISSION TO THE POOL:**
 - a. **LIMITED** to members in good standing, their families, and guests who are accompanied by the pool member.
 - b. Guests who try to gain admission without paying a guest fee will be banned from the pool for the season. Members who allow their guests to gain admission without paying will lose their guest privileges.
 - c. There is a daily limit of two (2) guests per family unless accompanied by an adult member at all times.
 - d. Admission is refused to all persons have a contagious disease or infections conditions.
2. **NO ONE WILL BE PERMITTED** in water over their head unless they can demonstrate to the lifeguard's satisfaction, the ability to swim the length of the pool. Non-swimmers and all children 6 years of age and younger, must be accompanied by an adult at all times.
3. **RUNNING AND ROUGH PLAY WILL BE PROHIBITED** in the pool area at all times. The wading pool is for small children **ONLY**. No running or rough games allowed in this area.
4. **DIVING BOARD RULES:**
 - a. **ONLY ONE PERSON** on diving board at a time.
 - b. **ONLY ONE SPRING**. No double bounces. **FORWARD ENTRY ONLY. NO BACK ENTRY.**
 - c. Dive only from the front of the board. Do not dive to the side of the pool.
 - d. Always check the diving area to be certain that it is clear prior to diving.
 - e. After entering the water from the diving board, the diver must clear the diving area for the next diver.
 - f. **NO DIVING OFF THE LIFEGUARD STAND.**
5. **NO DIVING IN SHALLOW WATER** or west of the pool rope dividing the pool.
6. **NO SWIMMING IN DIVING AREA** except that necessary to reach nearest ladder. Ladders must be used to exit pool in the diving area.
7. **NO FLIPS** off the side of the pool.
8. **NO TAG GAMES WILL BE ALLOWED ON THE DECK**. Water tag in the diving area will be permitted during times when lifeguards feel that this game will not interfere with other swimmers' use of the pool.
9. **ONLY NON-BREAKABLE ITEMS** will be allowed in pool area. **NO TOBACCO, GUM, OR ALCOHOL ALLOWED**. Food will be permitted at the picnic table. Area must be cleared of food before leaving the table. No sunflower seeds, chips, or popcorn is allowed.
10. **NO FRAYED JEANS OR SHORTS ALLOWED**. Only swimming apparel will be allowed while swimming.
11. **ALL LITTER** and miscellaneous waste materials are to be placed in the proper disposal containers provided. Dirty diapers should be thrown in the disposal containers in the restrooms.
12. **CHAIRS AND LOUNGES** are primarily for use by adults. Children should relinquish them when adults arrive. Members may bring marked lounges to be stored in the guard room.
13. **AIR MATTRESSES**, swim fins, masks, and all other accessories shall be limited to times when the lifeguards feel that their use will not cause safety hazards or interfere with other swimmers' use of the pool. No flotation devices or balls made of a hard substance are permitted in the pool. This includes tennis balls, golf balls, and frisbees.
14. **PERSONAL CONDUCT** in pool and bath house must be such that the safety of the individual and others is not jeopardized.
15. **NO FOUL LANGUAGE PERMITTED**. Repeat offenders will be asked to leave the pool area.
16. **UNNECESSARY CONVERSATION WITH THE LIFEGUARDS** or manager is prohibited.
17. **NO ANIMALS OR PETS** are permitted in the pool area.
18. **THE POOL RADIO** will be the only source of music. Other music shall be listened to through earphones.
19. **THE POOL MAY BE CLOSED** for maintenance purposes, health conditions, weather or any other reason deemed sufficient by the pool manager, lifeguard, or pool committee member.
20. **LIFEGUARDS ARE IN CHARGE OF THE POOL** and pool area during operating hours and have the right to discipline anyone in violation of the above rules in order to enforce these rules and ensure the safety of all using the pool Their disciplinary recourse is as follows:
 1. First offense - a warning shall be given.
 2. Second offense - a Sit-Out Period shall be required.
 3. Third offense - offender shall be required to leave the pool for the day, or for as long as the lifeguard deems necessary.
 4. Repeat offenses - **NO WARNING** shall be necessary for repeat offenses. Expulsion period will be at the discretion of the Pool Committee Representative.
- ANY DISRESPECT TOWARD LIFEGUARDS WILL WARRANT IMMEDIATE EXPULSION** from the pool area. All violators under 18 years of age must be signed in by a parent in order to resume pool privileges.
21. **VANDALISM** to the common grounds OR repeated instances of **POOR CONDUCT** by members and/or guests will be presented to the Pool Committee. The Committee has been given the authority by the Cambridge Estates Board of Directors to suspend offenders from the pool for a period of two weeks. Guest offenders will be prohibited from the pool for the season. Members will be held responsible for their damages and any damages caused by their guest(s).
22. **ALL RULES** are subject to change without prior notice if conditions so require.



Cambridge Estates Homeowners Association Board

COLLECTION OF ANNUAL HOMEOWNERS DUES

The Cambridge Estates Homeowners' Association Board of Directors has adopted the following collection policy to provide consistency in the manner in which annual dues are collected and to assure that the annual dues will be collected.

December Notices will be mailed to all homeowners advising them of the annual dues that are owed for the next year.

April 10 Full payment of the annual assessment is due. Installments may be made at any time prior to the final due dates. Assessments not paid by April 10 will be subject to late penalties.

Penalties A \$10.00 late penalty will be added to any unpaid balance on April 11. On May 1 and on the first of each month thereafter, an additional late penalty of \$5.00 will be added to any unpaid balance.

July 1st A lien equal to the total amount of money owed, plus the cost of the lien, will be filed against the homeowner's property on July 1st, or in a timely fashion thereafter. The filing of the lien will be suspended if approved arrangements have been made by the homeowner. Approved arrangements for the handling of past dues shall consist of the homeowner contacting the Board, setting up a reasonable payment schedule, making the first payment to show good faith, and submitting a written statement to the homeowners association acknowledging the debt and the payment schedule.

One Year After the Filing of the Lien If the annual dues, or a portion of them, are still outstanding a letter shall be mailed to the homeowner advising him of the amount owed one year after the filing of the lien. The homeowner will be asked to pay the monies owed in full or make approved arrangements for payment within two weeks. If the dues are not forthcoming, the debt may be referred to the small claims court for all monies owed plus court costs. The small claims will be filed in as timely a fashion as possible.

Special Circumstances Liens and small claims may be filed earlier than the collection policy indicates, if the Homeowners Association Board of Directors deems that the collection of annual dues is in jeopardy by the selling of the house or for other approved reasons.

New Homeowners Annual dues for the purchasers of new and previously owned homes will be prorated. These monies and initial assessment on new homes are due at closing and delinquent 30 days thereafter. Delinquent notices and action will follow the three and six month schedule set forth in the collection policy. Rights to use the facilities of the homeowners association will not become effective until the annual dues and initial assessment are current.

Agreed to and adopted this date August 10, 2004) by the undersigned board members.

Jim Polovich

Jim Polovich (President)

Rob Snider (Vice President)

Tavia Dooley

Tavia Dooley (Secretary)

Dana Archibald (Member)

Stephanie Chambers

Stephanie Chambers (Member)

Sherry Dunkelberger

Sherry Dunkelberger (Member)

Julie Edmondson

Julie Edmondson (Member)

Keith Hilton

Keith Hilton (Member)

Margaret Hiten

Margaret Hiten (Member)

Kelly Shoemaker

Kelly Shoemaker (Member)

Denise Wasson

Denise Wasson (Member)

Dated

8/10/04

Cambridge Estates Homeowners' Association
Architecture Review Committee

The Cambridge Estates Board of Directors have approved the establishment of an Architecture Review Committee, subject to the approval of the general membership at the November 1987 General Membership meeting. The purpose of the committee will be to review new permanent construction projects within the subdivision for compliance with the construction requirements set forth in the Association's By-Laws. The committee will also be empowered to review any requests for variance from the established By-Law requirements and recommend to the Board of Directors that the variance request be granted or denied.

Power of the Committee

The powers granted to the Architecture Review Committee by the Board of Directors is to review all plans for new permanent construction projects and approve the plans to be in compliance with the established requirements of the Association's By-Laws. If no plans are submitted for review, the construction itself will be reviewed for compliance. If the committee agrees that new construction plans meet the existing requirements, the committee can approve the plans for construction. If the plans do not meet the By-Law requirements, the committee will recommend to the Board of Directors that the variance be granted or denied. The Board of Directors will have the final approval on the granting or denial of any variances. The committee is also empowered to work with the contractor or homeowner to establish a variance that they believe may be acceptable to the Board.

Compliance with existing By-Law Requirements

Prior to the commencement of any new permanent construction within the addition, the contractor or homeowner must submit a construction plan to the committee for review. The committee will review the plan to determine if the construction is in compliance with the requirements of the Association's By-Laws. These requirements include, but are not limited to, masonry requirements, minimum square footage, and set back and easement requirements. The committee is to review these plans as timely as possible as to not impair the construction project, generally within 10 calendar days after being submitted. If the committee agrees that the plans are in compliance with the By-Law requirements, the plans will be returned to the contractor with written approval for construction to commence. If the committee determines that the plans do not meet the requirements of the Association's By-Laws, the plans will be returned unapproved with a written explanation as to the areas of deficiencies.

Variance from the Association's By-Laws

In approving such construction plans, the Architecture Review Committee may take into consideration the suitability of the proposed building or other structures and of the material of which they are to be built, the site upon which it is to be erected, and the harmony thereof with surrounding areas and the effect of the building or other structure as planned on the outlook from the adjacent neighboring property. If it is determined that the construction plans do not meet the requirements of the By-Laws, the contractor may request the committee to consider a variance to the existing requirements. Variances will be reviewed on a case by case basis to determine if (1) there is sufficient justification to recommend and (2) that the variance requested does not alter the uniform system of development established for the addition and that the overall character of the neighborhood

CE 49

Cambridge Estates Homeowners' Association
Architecture Review Committee, Page 2

and property values are not adversely affected by the requested variance.

Enforcement

Enforcement of the recommendations of the committee will be the responsibility of the Board of Directors. In establishing this committee, the Board recognizes that maintaining a uniform construction requirement is essential to the overall development of the addition and therefore is committed to taking whatever action is necessary to see that the By-Laws of the Association are complied with. These actions will include but not limited to securing court injunctions to stop construction on construction that has not been approved or filing for damages for construction projects that are constructed without approval. Actions by the committee and Board will be limited to only new construction started after the approval of the Architecture Review Committee.

Standing Committee

The Architecture Review Committee will consist of five (5) members, three of which will constitute a majority. The members will be appointed by the Board to serve a period of three years. Vacancies that may occur will be filled by appointments from the Board to serve the remaining term of the vacant position. A chairperson will be selected by the committee and will be responsible for calling meetings and reporting to the Board of Directors.

Cambridge Estates Homeowners' Association Protective Covenant Clarification

The following is an excerpt from the November 12, 2001 Cambridge Homeowners' Association Annual Meeting. This is an addition to your current covenants. Place this in your Cambridge Estates Bylaws and Covenants book.

Proposed clarification: The current covenants are not clear. As written, they are open to interpretation. The board presented a new clarification concerning the storing of boats, recreational vehicles, etc. A copy of the proposed clarification was made available to all present and had been published in the latest newsletter. There were many questions about fencing, type of surface to be stored on, how the area was to be maintained, thickness of the slab to name a few. Gary Nabors reported that the board had been working on the new proposal for over 2 months. There was a lot of thought and discussion expended during the past 2 board meetings to bring this to the annual meeting. More discussion occurred during this meeting. A motion to accept the new clarification to the covenants was made by Danny Rich and seconded by Thomas. All approved. It reads as follows:

"All recreational vehicles including, but not limited to, boats, campers, utility trailers, etc., must be parked or stored behind the front wall of the existing structure. No recreational vehicle is to extend past the front wall of the existing structure. Said recreational vehicle stored or parked on the side of the property must be on a dust free surface such as Portland cement or asphalt surface. The slab must be large enough to completely contain the dimensions of the property parked thereon and must be a minimum of 3 ½ inches thick. No vehicle of any kind is permitted to be parked on the grass except, if parked behind the back wall of the home and with the surrounding area being properly maintained. This is subject to #6 of the Cambridge Estates Homeowners' Association protective covenants. *To become effective on January 1, 2002 with compliance by July 1, 2002.*"



Plat Book 7 Page 50
Records of County Clerk

Filed April 10, 1978
at 11:20 a.m.

CAMBRIDGE ESTATES

A SUBDIVISION OF ALL OF THE NORTH HALF (N/2) OF OF THE NORTHEAST QUARTER (NE/4) AND ALL OF THE SOUTHWEST QUARTER (SW/4) OF THE NORTHEAST QUARTER (NE/4) AND ALL OF THE WEST HALF (W/2) OF THE SOUTHEAST QUARTER (SE/4) OF THE NORTHEAST QUARTER (NE/4) OF SECTION 16, TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN IN WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U. S. GOVERNMENT SURVEY THEREOF.

CERTIFICATE OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT SANDLANE INVESTMENT CO., an Oklahoma Corporation is the OWNER of the following described property:

The North Half (N/2 of the Northeast Quarter (NE/4) AND the Southwest Quarter (SW/4) of the Northeast Quarter (NE/4) AND the West Half (W/2) of the Southeast Quarter (SE/4) of the Northeast Quarter (NE/4) of Section 16, Township 18 North, Range 15 East of the Indian Base and Meridian in Wagoner County, State of Oklahoma, according to the U. S. Government Survey thereof, being more particularly described as follows:

Beginning at the northeast corner of said North Half (N/2) of the Northeast Quarter (NE/4) of Section 16; thence South $0^{\circ}22'56''$ West along the east line thereof a distance of 1315.79 feet to a point, said point being the southeast corner of said North Half (N/2) of the Northeast Quarter (NE/4); thence North $89^{\circ}40'00''$ West along the south line thereof a distance of 661.55 feet to a point, said point being the northeast corner of said West Half (W/2) of the Southeast Quarter (SE/4) of the Northeast Quarter (NE/4); thence South $0^{\circ}18'06''$ West along the east line thereof a distance of 1316.36 feet to a point, said point being the southeast corner of said West Half (W/2) of the Southeast Quarter (SE/4) of the Northeast Quarter (NE/4); thence North $89^{\circ}42'57''$ West along the South lines of said West Half (W/2) of the Southeast Quarter (SE/4) of the Northeast Quarter (NE/4) and the Southwest Quarter (SW/4) of the Northeast Quarter (NE/4) a distance of 1979.11 feet to a point, said point being the southwest corner of said Southwest Quarter (SW/4) of the Northeast Quarter (NE/4); thence North $0^{\circ}03'39''$ East along the west lines of said

Southwest Quarter (SW/4) of the Northeast Quarter (NE/4) and the North Half (N/2) of the Northeast Quarter (NE/4) a distance of 2636.14 feet to a point; said point being the northwest corner of said North Half (N/2) of the Northeast Quarter (NE/4); thence South 89°37'05" East along the north line of said North Half (N/2) of the Northeast Quarter (NE/4) a distance of 2653.59 feet to the point of and place of beginning, containing 140.043 Acres, more or less.

WHEREAS, the said OWNER has caused the above described property to be surveyed, platted and staked into lots, blocks and streets in conformity with the accompanying plat which it hereby adopts as the plat of the above described land as "CAMBRIDGE ESTATES", an Addition in Wagoner County, Oklahoma.

NOW, THEREFORE, the undersigned OWNER does hereby dedicate for public use all of the streets as shown on said plat and does hereby guarantee the title to all of the land covered by said streets for the purpose of providing an orderly development of the above described tract and in order to provide adequate restrictive covenants for the mutual benefit of itself and its successors in title of the subdivision of said tract (hereinafter referred to as lots) the undersigned does hereby impose the following restrictions and reservations and create the easements which shall be binding upon it, its successors and assigns, to-wit:

PROTECTIVE COVENANTS AND RESTRICTIONS

1. a) Overhead pole lines for the supply of electric and telephone service may be located along the perimeter of said Addition. Street light poles or standards may be served by underground cable and elsewhere throughout said Addition all supply lines shall be located underground, in the easement-ways reserved for general utility services and streets, shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways.
- b) Except to houses on lots described in paragraph (a) above, which may be served from overhead electric service lines, underground service cables to all houses which may be located on all lots in said Addition may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such house as may be located upon each said lot; provided that upon the installation of such a service cable to a particular house, the supplier of electric and telephone service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said house.

- c) The supplier of electric and telephone service, through its proper agents and employees shall at all times have right of access to all such easement-ways shown on said plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric and telephone facilities so installed by it.
- d) The owner of each lot shall be responsible for the protection of the underground electric and telephone facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric facilities. The Company will be responsible for ordinary maintenance of underground electric and telephone facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.
- e) The foregoing covenants concerning underground electric and telephone facilities shall be enforceable by the supplier of electric and telephone service, and the owner of each lot agrees to be bound hereby.
2. All plans and specifications must be submitted to the developer or his duly authorized representative for written approval prior to start of construction. All permanent structures must be new construction.
 3. No residence previously used shall be moved on to any lot in this residential development.
 4. All lots in the tract shall be known and described as single family residential lots except Lots 8 and 9, Block 6 which will be used for recreational purposes for the construction of swimming pools, tennis courts; playground equipment, etc. No structure shall be erected, altered, placed or permitted to remain on any lot which exceeds two stories in height, and all residences must have a private garage not less than two cars attached to the residence. Any detached structures to be build on the lots such as storage building, covered entertainment area, etc. shall conform to the basic of the dwelling thereon, and the plans for such structure must be submitted to the developer for approval prior to start of construction. Carports, in addition to a two-car garage will be permitted only if attached to the residence.
 5. The exterior of all structures erected on any lot shall be constructed of a minimum of 65% stone or brick.
 6. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon that may be or may become an annoyance or a nuisance to the neighborhood.

7. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.
8. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertizing the property for sale or rent, or signs, used by a builder to advertise the property during the construction and sales period.
9. No trailer, tent, shack, garage, barn or other outbuilding type structure shall be moved onto any lot in this residential development. No temporary structures will be permitted.
10. No lot will be used for the storage of materials for a period of greater than 30 days prior to the start of construction and then the construction shall be completed within 9 months. All lots shall be maintained in a neat and orderly condition at all times.
11. No fences of any kind shall be placed beyond the front building line of the residence. No fencing shall be higher than six feet.
12. All individual sewer systems to be constructed according to The County and State Health Department requirements.
13. There will be no less than 1600 square feet of liveable floor area in the residence, exclusive of garage, porch and patio areas.
14. No building shall be erected nearer to the front property line than the building line shown on the plat.
15. All driveways shall be surfaced with a dust-free material such as portland cement concrete or asphaltic concrete.
16. The undersigned recognizes CAMBRIDGE ESTATES HOME OWNERS ASSOCIATION, INC., an Oklahoma non-profit corporation (hereinafter called the "Association") formed, created and established in conformity with the following rules and for the following purposes, among others, in the Articles of Incorporation set forth:
 - a) The Association shall be composed of the owners of residential lots in CAMBRIDGE ESTATES. Membership in said Association is mandatory and automatic upon the purchase of any lot in the Addition.
 - b) Each lot owner shall be entitled to one vote in the business of the Association. The Developer who continues to own originally platted lots shall be entitled to three votes per lot until the lot is sold for the first time. If a lot is

owned by more than person or entity, any one of such owners may cast any vote incident to any business of the Association for an on behalf of all owners of such lot, but if such owners are unable to agree on the vote to be cast, the vote respecting such lot shall not be counted with respect to the matter than under consideration.

- c) Each residential lot shall be assessed a one-time fee of \$100 to be paid to the Association upon purchase. This one-time fee shall be in addition to a reasonable monthly assessment to be set and assessed by the Association pursuant to a majority vote of all residential lot owners of CAMBRIDGE ESTATES. These assessments shall be a lien on the property of each residential lot until paid; and in the event of non-payment within 30 days of assessment the lien created thereby may be foreclosed by the Association in conformity with the laws of the State of Oklahoma respecting the foreclosure of mortgages on real estate. Assessments may be raised or lowered by a majority vote of the membership upon consideration of current maintenance costs and future needs of the Association. For the purpose of this paragraph, no initial assessments shall be levied against lots owned by the Undersigned but when the Association shall establish a periodic assessment all lots shall be charged with such thereafter until and unless modified or terminated by the Association in conformity with its Articles and By-Laws. The initial \$100 assessment shall attach upon purchase of each lot from the Undersigned.
- d) The purpose of the Association shall be to maintain the common facilities of Cambridge Estates, including, but not limited to, street lights, streets, swimming pool, tennis courts and other activities and projects as may be voted by the majority vote of the Association.
- e) The lien for the assessments provided herein shall be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon the property subject to assessment.

IN WITNESS WHEREOF, said SANDLANE INVESTMENT CO., an Oklahoma Corporation, has caused these presents to be executed and its corporate seal to be hereunto affixed by their corporate officers hereunto duly authorized this 7th day of April, 1978, at Tulsa, Oklahoma.

(CORP SEAL)
 ATTEST: Raymond G. Feldman
 Secretary

SANDLANE INVESTMENT CO.,
 an Oklahoma Corporation
 By: Ira E. Sanditen,
 President

Acknowledged in statutory form on April 7, 1978 by Ira E. Sanditen, President, before Louise S. Bushnell, Notary Public, Tulsa County, Oklahoma (Seal) Commission expires March 19, 1980.

CERTIFICATE OF SURVEY

We, K. N. COX & ASSOCIATES, ENGINEERS of Tulsa Oklahoma, hereby certify that we have, at the instance of the OWNERS designated above made the above described survey, and that the accompanying plat is a true and correct representation of said survey.

Signed and sealed this 7th day of April, 1978.

(Seal)

K. N. COX & ASSOCIATES,
ENGINEERS
By Jack C. Cox
Registered Land Surveyor

Acknowledged in statutory form on April 7, 1978 by Jack C. Cox, before Louise S. Bushnell, Notary Public, Tulsa County, Oklahoma (Seal) Commission expires March 19, 1980.

I, the undersigned, the duly qualified and acting County Treasurer, of Wagoner County, Oklahoma, hereby certify that according to the 1977 tax rolls the taxes on the above description are paid.

Ruby M. Roberts
County Treasurer
4-10-78

The Oklahoma State Department of Health certifies that this Plat is approved for the construction of Public sewage disposal systems

SIGNED. Oscar W. Sparks R. P. S.
Wagoner County Health Department
By Richard L. Pace

Date 4-10-78

Indexed

BOOK 522 PAGE 99

OFFICE OF THE SECRETARY OF STATE



3813

NON-PROFIT

STATE OF OKLAHOMA)
COUNTY OF WAGONER) ss
Filed for Record in this Office
COUNTY CLERK AND RECORDER

CERTIFICATE OF INCORPORATION

NOV 27 1978

To all to Whom these Presents shall Come, Greetings:

AT 11³⁰ am O'Clock
JACK C. JONES, County Clerk
By Pearl Keizer Deputy

WHEREAS, Articles of Incorporation duly signed and verified of

CAMBRIDGE ESTATES HOME OWNERS ASSOCIATION, INC.

have been filed in the office of the Secretary of State as provided by the Laws of the State of Oklahoma.

NOW THEREFORE, I, the undersigned, Secretary of State of the State of Oklahoma by virtue of the powers vested in me by law, do hereby issue this Certificate of Incorporation.

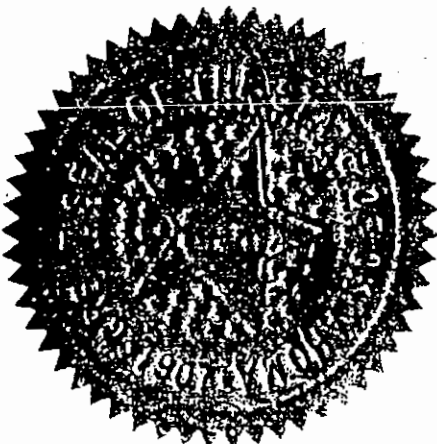
IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the Great Seal of the State of Oklahoma.

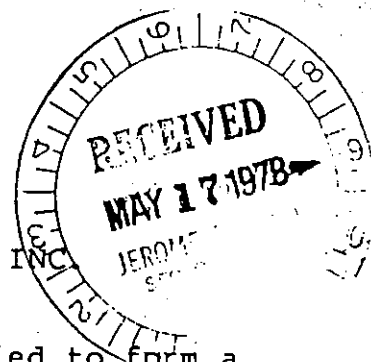
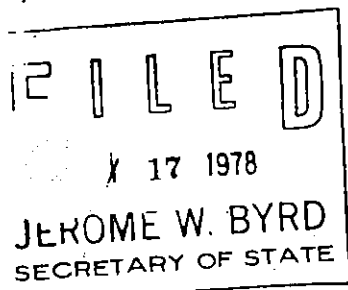
Filed at the City of Oklahoma City, this 17

day of May, A.D. 19 78

Jerome W. Byrd
Secretary of State

By: Wickie Ambrose





ARTICLES OF INCORPORATION
OF
CAMBRIDGE ESTATES HOME OWNERS ASSOCIATION, INC.

The undersigned, being persons legally qualified to form a nonprofit corporation under the Nonprofit Corporation Act of the State of Oklahoma, do hereby certify:

ARTICLE I: NAME. The name of this Corporation shall be "CAMBRIDGE ESTATES HOME OWNERS ASSOCIATION, INC."

ARTICLE II: DURATION. The period of duration of corporate existence shall be fifty (50) years.

ARTICLE III: LOCATION. The place in this state where the principal office of the Corporation is to be located is 3314 East 51st Street, Suite K, Tulsa, Oklahoma 74135. The registered agent and registered office of this Corporation shall be: D. L. Fist, 525 South Main, Tulsa, Oklahoma 74103.

ARTICLE IV: PURPOSES. This Corporation is organized exclusively for pleasure, recreation and other non-profitable purposes and shall not afford pecuniary gain, incidentally or otherwise, to its members and no part of any net earnings shall inure to the benefit of any private shareholder. The specific purposes for which this Corporation is formed are, and the purposes of this Corporation are limited to, providing for the preservation of the values of the real estate brought within the jurisdiction of the Corporation from time to time, particularly the real estate located in Wagoner County, Oklahoma, comprising Cambridge Estates Addition and described as follows:

The North Half (N/2) of the Northeast Quarter (NE/4 and all of the Southwest Quarter (SW/4) of the Northeast Quarter (NE/4) and all of the West Half (W/2) of the Southeast Quarter (SE/4) of the Northeast Quarter (NE/4) of Section 16, Township 18 North, Range 15 East of the Indian Base and Meridian in Wagoner County, State of Oklahoma, according to the U. S. Government survey thereof,

all of said real estate being hereinafter referred to as "CAMBRIDGE ESTATES"; and to promote the health, safety and welfare of the residents within, CAMBRIDGE ESTATES and for these purposes to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation as set forth in the Certificate of Dedication of Cambridge Estates as the same shall be amended from time

to time;

(b) Own, acquire, build, operate and maintain recreational parks, playgrounds, tennis courts, swimming pools, private ways, private roads, private lanes, lakes, buildings, structures and personal property incident thereto, hereinafter referred to as "the Common Properties and Facilities";

(c) Fix, levy, collect and enforce payment by any lawful means, all charges and assessments pursuant to the terms of the Certificate of Dedication; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Corporation, including all licenses, taxes or governmental charges levied or imposed against the property of the Corporation;

(d) To convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Corporation;

(e) To dedicate, sell or transfer all or any part of the Common Properties and Facilities to any public or private agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members;

(f) To perform any and all other acts and do any and all things authorized thereby;

(g) Insofar as permitted by law, to do any other thing, that in the opinion of the Board of Directors, will promote the common benefits and enjoyment of the residents and owners of properties within Cambridge Estates, including, but not limited to, maintenance of public streets and roads; and

(h) To enforce any and all covenants, restrictions and agreements applicable to the lots, living units, structures, common areas and other properties within Cambridge Estates.

ARTICLE V: INCORPORATORS. The names and addresses of the persons who are the initial incorporators of this Corporation are as follows:

<u>Name</u>	<u>Address</u>
David L. Fist	525 South Main Tulsa, Oklahoma 74103
John G. Moyer, Jr.	525 South Main Tulsa, Oklahoma 74103

Mary E. Morrow

525 South Main
Tulsa, Oklahoma 74103

ARTICLE VI: EARNINGS. No part of the net earnings of this Corporation shall inure to the benefit of, or be distributable to, its members, officers or other private persons, except that this Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article IV hereof. No substantial part of the activities of the Corporation shall be the carrying on or propaganda, or otherwise attempting, to influence legislation, and this Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under Section 501(c)(7) of the Internal Revenue Code of 1954, or the corresponding provision of any future United States Internal Revenue Code, or (b) by a corporation chartered under the non-profit corporation provisions of the Oklahoma Statutes.

ARTICLE VII: MEMBERSHIP. The membership of the Corporation shall be limited to the record owner, whether one or more persons, or entities, of any lot in Cambridge Estates. For the purpose of the foregoing, a person who is purchasing a lot under a contract for deed shall be deemed the owner thereof although record title is not in his name. Membership shall be appurtenant to and may not be separated from ownership of any lot. Ownership of such lot or a current contract for deed for such lot shall be the sole qualification for membership. Membership is automatic and mandatory upon the purchase of a lot or occupancy under a contract for deed.

Each member shall be entitled to one vote in the business of the Corporation, except that Sandlane Investment Co. shall be entitled to three votes per lot until the lot is sold for the first time. If a lot is owned by more than one person or entity, any one of such owners may cast any vote incident to any business of the corporation for and on behalf of all owners of such lot, but if such owners are unable to agree on the vote to be cast, the vote respecting such lot shall not be counted with respect to the matter then under consideration.

ARTICLE VIII: AMENDMENTS. These Articles may be amended by the members entitled to cast 2/3rds of the votes of the membership; subject to provisions of the Oklahoma Nonprofit Corporation Act.

ARTICLE IX: DISSOLUTION. The Corporation may be dissolved

only with the assent given by the members entitled to cast two-thirds (2/3) of the votes of the membership. Written notice of a proposal to dissolve, setting forth the reasons therefor and the disposition to be made of the assets (which shall be consistent with Article X hereof) shall be mailed to every member at least thirty (30) days in advance of any action taken.

ARTICLE X: DISPOSITION OF ASSETS UPON DISSOLUTION. Upon dissolution of the Corporation, the assets, both real and personal of the Corporation, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Corporation. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization, to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Corporation.

ARTICLE XI: BOARD OF DIRECTORS. The affairs of the Corporation shall be managed by a Board of Directors, consisting of at least three (3) in number who need not be members of the Corporation. The number, qualifications, manner of election and term of office of the directors shall be as provided in the Bylaws of the Corporation. The names and addresses of the persons constituting the initial Board of Directors, and the annual meeting to which their respective terms shall extend are as follows:

<u>Name</u>	<u>Address</u>	<u>Term Ends</u>
Larry Allison	3314 E. 51st Street Suite K Tulsa, Oklahoma 74135	3-15-80
Steven L. Sanditen	3314 E. 51st Street Suite K Tulsa, Oklahoma 74135	3-15-80
Ira E. Sanditen	3314 E. 51st Street Suite K Tulsa, Oklahoma 74135	3-15-80

Thereafter, directors shall be elected for a term of three (3) years and until their respective successors are elected and qualified. Any vacancy occurring in the initial or any subsequent Board of Directors shall be filled at any meeting of the Board of Directors by the affirmative vote of a majority of the remaining directors. Any director elected to fill a vacancy shall serve as such until the expiration of the term of the director for whose position he was elected to fill. The date of the annual meeting of directors and members shall be as provided

in the Bylaws.

IN WITNESS WHEREOF, for the purpose of forming this Corporation under the laws of the State of Oklahoma, we, the undersigned, constituting the Incorporators of this Corporation have executed these Articles of Incorporation this 16th day of May, 1978.

David L. Fist
David L. Fist

John G. Moyer, Jr.
John G. Moyer, Jr.

Mary E. Morrow
Mary E. Morrow

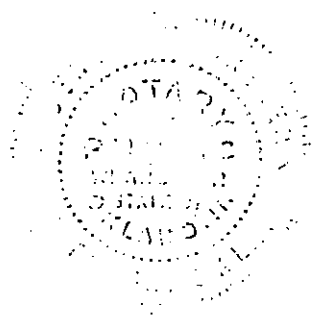
STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this 16th day of May, 1978, by DAVID L. FIST, JOHN G. MOYER, and MARY E. MORROW.

[Signature]
Notary Public

My Commission Expires:

7-9-81



Indexed

OFFICE OF THE SECRETARY OF STATE



3814

AMENDED
NON-PROFIT
CERTIFICATE OF INCORPORATION

STATE OF OKLAHOMA)
COUNTY OF WAGONER)
Filed for Record in this OFFICE
COUNTY CLERK AND REC

NOV 27 1978

AT 11³⁰ am OCL
JACK C. JONES, County Clerk
by Pearl R. Jones, Dep

To all to Whom these Presents shall Come, Greetings:

WHEREAS, *Articles of Incorporation duly signed and verified of*

CAMBRIDGE ESTATES HOME OWNERS ASSOCIATION, INC.

have been filed in the office of the Secretary of State as provided by the Laws of the State of Oklahoma.

NOW THEREFORE, *I, the undersigned, Secretary of State of the State of Oklahoma by virtue of the powers vested in me by law, do hereby issue this Certificate of Incorporation.*

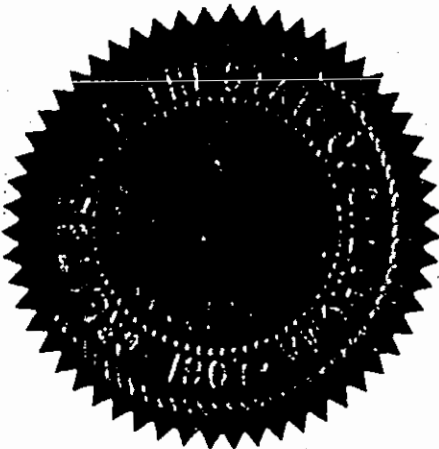
IN TESTIMONY WHEREOF, *I hereunto set my hand and cause to be affixed the Great Seal of the State of Oklahoma.*

Filed at the City of Oklahoma City, this 15th

day of November, A.D. 19 78

Jerome W. Byrd
Secretary of State

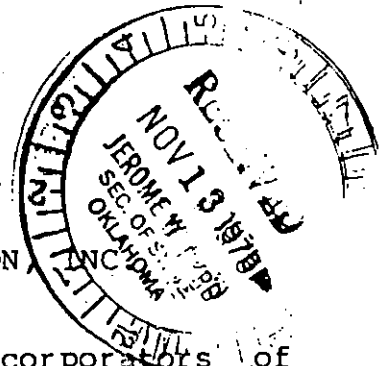
By: *Lauree Lewis*



FILED
NOV 15 1978

OKLAHOMA SECRETARY
OF STATE

AMENDED ARTICLES OF INCORPORATION
OF
CAMBRIDGE ESTATES HOME OWNERS ASSOCIATION, INC.



The undersigned, being all of the Incorporators of Cambridge Estates Home Owners Association, Inc. a nonprofit corporation under the Nonprofit Corporation Act of the State of Oklahoma, do hereby execute and submit the following Amended Articles of Incorporation:

AS FILED: ARTICLE I: NAME. The name of this Corporation shall be "CAMBRIDGE ESTATES HOME OWNERS ASSOCIATION, INC."

AS AMENDED: No change.

AS FILED: ARTICLE II: DURATION. The period of duration of corporate existence shall be fifty (50) years.

AS AMENDED: No change.

AS FILED: ARTICLE III: LOCATION. The place in this state where the principal office of the Corporation is to be located is 3314 East 51st Street, Suite K, Tulsa, Oklahoma 74135. The registered agent and registered office of this Corporation shall be: D. L. Fist, 525 South Main, Tulsa, Oklahoma 74103.

AS AMENDED: No change.

AS FILED: ARTICLE IV: PURPOSES. This Corporation is organized exclusively for pleasure, recreation and other nonprofitable purposes and shall not afford pecuniary gain, incidentally or otherwise, to its members and no part of any net earnings shall inure to the benefit of any private shareholder. The specific purposes for which this Corporation is formed are, and the purposes of this Corporation are limited to, providing for the preservation of the values of the real estate brought within the jurisdiction of the Corporation from time to time, particularly the real estate located in Wagoner County, Oklahoma, comprising Cambridge Estates Addition and described as follows:

The North Half (N/2) of the Northeast Quarter (NE/4 and all of the Southwest Quarter (SW/4) of the Northeast Quarter (NE/4) and all of the West Half (W/2) of the Southeast Quarter (SE/4) of the Northeast Quarter (NE/4) of Section 16, Township 18 North, Range 15 East of the Indian Base and Meridian in Wagoner County, State of Oklahoma, according to the U. S. Government survey thereof,

all of said real estate being hereinafter referred to as

"CAMBRIDGE ESTATES"; and to promote the health, safety and welfare of the residents within, CAMBRIDGE ESTATES and for these purposes to:

- (a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation as set forth in the Certificate of Dedication of Cambridge Estates as the same shall be amended from time to time;
- (b) Own, acquire, build, operate and maintain "common properties" for the use and benefit of residents of Cambridge Estates, which shall be limited to a playground, tennis courts (not to exceed two), a swimming pool, private ways, private roads, private lanes, utilities, and buildings, structures and personal property incident thereto, hereinafter referred to as "the Common Properties and Facilities";
- (c) Fix, levy, collect and enforce payment by any lawful means, all charges and assessments pursuant to the terms of the Certificate of Dedication; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Corporation, including all licenses, taxes or governmental charges levied or imposed against the property of the Corporation;
- (d) To convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Corporation;
- (e) To dedicate, sell or transfer all or any part of the Common Properties and Facilities to any public or private agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members;
- (f) To perform any and all other acts and do any and all things authorized thereby;
- (g) Insofar as permitted by law, to do any other thing, that in the opinion of the Board of Directors, will promote the common benefits and enjoyment of the residents and owners of properties within Cambridge Estates, including, but not limited to, maintenance of public streets and roads; and
- (h) To enforce any and all covenants, restrictions and agreements applicable to the lots, living units, structures, common areas and other properties within Cambridge Estates.

AS AMENDED: No change.

AS FILED: ARTICLE V: INCORPORATORS. The names and addresses of

the persons who are the initial incorporators of this Corporation are as follows:

<u>Name</u>	<u>Address</u>
David L. Fist	525 South Main Tulsa, Oklahoma 74103
John G. Moyer, Jr.	525 South Main Tulsa, Oklahoma 74103
Mary E. Morrow	525 South Main Tulsa, Oklahoma 74103

AS AMENDED: No change.

AS FILED: ARTICLE VI: EARNINGS. No part of the net earnings of this Corporation shall inure to the benefit of, or be distributable to, its members, officers or other private persons, except that this Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article IV hereof. No substantial part of the activities of the Corporation shall be the carrying on or propaganda, or otherwise attempting, to influence legislation, and this Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under Section 501(c)(7) of the Internal Revenue Code of 1954, or the corresponding provision of any future United States Internal Revenue Code, or (b) by a corporation chartered under the non-profit corporation provisions of the Oklahoma Statutes.

AS AMENDED: No change.

AS FILED: ARTICLE VII: MEMBERSHIP. The membership of the Corporation shall be limited to the record owner, whether one or more persons, or entities, of any lot in Cambridge Estates. For the purpose of the foregoing, a person who is purchasing a lot under a contract for deed shall be deemed the owner thereof although record title is not in his name. Membership shall be appurtenant to and may not be separated from ownership of any lot. Ownership of such lot or a current contract for deed for such lot shall be the sole qualification for membership. Membership is automatic and mandatory upon the purchase of a lot or occupancy under a contract for deed.

Each member shall be entitled to one vote in the business

of the Corporation, except that Sandlane Investment Co. shall be entitled to three votes per lot until the lot is sold for the first time. If a lot is owned by more than one person or entity, any one of such owners may cast any vote incident to any business of the corporation for and on behalf of all owners of such lot, but if such owners are unable to agree on the vote to be cast, the vote respecting such lot shall not be counted with respect to the matter then under consideration.

AS AMENDED: No change.

AS FILED: ARTICLE VIII: AMENDMENTS. These Articles may be amended by the members entitled to cast 2/3rds of the votes of the membership; subject to provisions of the Oklahoma Nonprofit Corporation Act.

AS AMENDED: ARTICLE VIII: Amendments. These Articles may be amended by the members entitled to cast 2/3rds of the votes of the membership, except that the provisions of Article XII may be amended only by a vote of 100 per cent of the membership.

AS FILED: ARTICLE IX: DISSOLUTION. The Corporation may be dissolved only with the assent given by the members entitled to cast two-thirds (2/3) of the votes of the membership. Written notice of a proposal to dissolve, setting forth the reasons therefor and the disposition to be made of the assets (which shall be consistent with Article X hereof) shall be mailed to every member at least thirty (30) days in advance of any action taken.

AS AMENDED: No change.

AS FILED: ARTICLE X: DISPOSITION OF ASSETS UPON DISSOLUTION. Upon dissolution of the Corporation, the assets, both real and personal of the Corporation, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Corporation. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization, to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Corporation.

AS AMENDED: No change.

AS FILED: ARTICLE XI: BOARD OF DIRECTORS. The affairs of the Corporation shall be managed by a Board of Directors, consisting of at least three (3) in number who need not be members of the Corporation. The number, qualifications, manner of election and term of office of the directors shall be as provided in the Bylaws of the Corporation. The names and addresses of the

persons constituting the initial Board of Directors, and the annual meeting to which their respective terms shall extend are as follows:

<u>Name</u>	<u>Address</u>	<u>Term Ends</u>
Larry Allison	3314 E. 51st Street Suite K Tulsa, Oklahoma 74135	3-15-80
Steven A. Sanditen	3314 E. 51st Street Suite K Tulsa, Oklahoma 74135	3-15-80
Ira E. Sanditen	3314 E. 51st Street Suite K Tulsa, Oklahoma 74135	3-15-80

Thereafter, directors shall be elected for a term of three (3) years and until their respective successors are elected and qualified. Any vacancy occurring in the initial or any subsequent Board of Directors shall be filled at any meeting of the Board of Directors by the affirmative vote of a majority of the remaining directors. Any director elected to fill a vacancy shall serve as such until the expiration of the term of the director for whose position he was elected to fill. The date of the annual meeting of directors and members shall be as provided in the Bylaws.

AS AMENDED: No change.

AS AMENDED: ASSESSMENTS.

Section 1. The maximum assessment which may be levied by the Association for the operation and maintenance of the Common Properties shall not exceed twenty-five (\$25.00) dollars per Lot per month.

Section 2. The Board of Directors shall fix the amount of the assessment against each Lot for each assessment period, but not to exceed the limitation in Section 1 hereof. The "assessment period" shall be such period as may be established from time to time by the Board of Directors, but shall be not less than three months or more than twelve months.

Section 3. The assessment amount fixed by the Board of Directors for each assessment period shall be that amount which the Board of Directors in its good faith determination estimates to be the amount required for the maintenance and operation of the Common Properties during the assessment period, after giving consideration to the surplus (if any) remaining from the prior assessment period and subject to the limitation contained in Section 1 hereof.

Section 4. The assessment for each Lot for an assessment period shall be a fraction of the total assessment for the assessment period, the numerator of which fraction shall be "one" and the denominator of which fraction shall be the total number of Lots in Cambridge Estates Addition, provided, however, that the assessment for each Lot shall not exceed the limitation in Section 1 hereof.

Section 5. The provisions of this Article shall not apply to the one time assessment of \$100.00 to be paid to the Association upon the initial purchase of each Lot from the Developer as provided in the Certificate of Dedication.

The undersigned hereby certify: that no shares of the corporation have been allotted; that the corporation has not begun or transacted any business or incurred any indebtedness; and that no subscriptions have been taken and no shares have been subscribed for.

IN WITNESS WHEREOF, the undersigned, constituting the Incorporators of this Corporation have executed these Amended Articles of Incorporation this 10 day of November, 1978.

David L. Fist
David L. Fist

John G. Moyer
John G. Moyer

Mary E. Morrow
Mary E. Morrow

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this 10 day of November, 1978, by DAVID L. FIST, JOHN G. MOYER and MARY E. MORROW.

Phyllis Curtis
Notary Public

My Commission Expires:

5/3/81

Indexed

BYLAWS
OF
CAMBRIDGE ESTATES HOME OWNERS ASSOCIATION, INC.

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to the CAMBRIDGE ESTATES HOME OWNERS ASSOCIATION, INC., a nonprofit corporation organized and existing under the laws of the State of Oklahoma.

Section 2. "Certificate" shall mean and refer to the Certificate of Dedication of Cambridge Estates recorded by Sandlane Investment Co. in the office of the County Clerk for Wagoner County, Oklahoma.

Section 3. "The Properties" shall mean and refer to the real estate described in the Certificate and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Developer" shall mean and refer to Sandlane Investment Co. and its successors and assigns.

Section 5. "Common Properties" shall mean and refer to those areas and to any improvement designated by the Developer as Common Properties and intended to be devoted to the common use and enjoyment of owners of The Properties, and which are conveyed to the Association for such use.

Section 6. "Lot" shall be the numbered lots or numbered and lettered lots in the numbered blocks as shown on the recorded subdivision plat of The Properties.

3815

By: Earl Kingon - Deputy

Section 7. "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

Section 8. "Member" shall mean a person or entity who is a member of the Association as provided in Article III hereof.

ARTICLE II

Location

Section 1. The principal office of the Association shall be located at 3314 East 51st Street, Suite K, Tulsa, Oklahoma 74135.

ARTICLE III

Membership

Section 1. The membership of the Association shall be limited to the record owner, whether one or more persons, or entities, of a fee simple title to any Lot or Living Unit situated upon The Properties, including purchasers under a contract for deed. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Living Unit situated upon The Properties. Ownership of such Lot or Living Unit or occupation under a current contract for deed shall be the sole qualification for membership. Membership shall be mandatory and automatic upon the purchase of a Lot.

Section 2. Each owner of a Lot or Living Unit shall be

entitled to one vote in the business of the Association, except that the Developer shall be entitled to three votes per Lot until the Lot is sold for the first time. If a Lot is owned by more than one person or entity, any one of such owners may cast any vote incident to the business of the Association for and on behalf of all owners of such Lot, but if such owners are unable to agree on the vote to be cast, the vote respecting such Lot shall not be counted with respect to the matter under consideration.

Section 3. With the exception of the memberships held by the Developer, the rights of membership are subject to the payment of annual assessments and special assessments levied by the Association. The obligation of the assessments which are imposed against a particular Lot or Living Unit shall be a lien upon the property against which such assessments are made and also shall be a personal obligation of the owner of such Lot or Living Unit. Each Lot shall be assessed a one-time fee of \$100.00 to be paid to the Association upon purchase of the Lot from the Developer. In the event of non-payment of any assessment within 30 days, the lien created thereby may be foreclosed by the Association in the manner provided by Oklahoma law for foreclosure of real estate mortgages. The lien for assessments shall be subordinate to the lien of any mortgage now or hereafter placed on any Lot, whether such mortgage is prior to or subsequent to the assessment.

Section 4. With the exception of the memberships held by

the Developer, the membership rights of any person or entity may be suspended by action of the directors during the period when the assessments remain unpaid; but, upon payment of such assessments, his or its rights and privileges shall be automatically restored. If the directors have adopted any published rules and regulations governing the use of the Common Properties and facilities and the personal conduct of any person thereon is in violation of those rules and regulations, the directors may, in their discretion, suspend the rights of any such person for a period not to exceed thirty (30) days.

ARTICLE IV

Property Rights and Rights of Enjoyment of Common Properties

Section 1. Each member shall be entitled to the use and enjoyment of the Common Properties as provided in the Certificate applicable to The Properties.

Section 2. The Directors shall make such rules from time to time as shall be appropriate for the use of the Common Properties by guests of members, and the members shall be bound by such rules as same shall be made and published.

ARTICLE V

Association Purposes and Powers

Section 1. The Association has been organized for the following purposes:

To preserve the value of and to promote the health, safety

and welfare of the residents within The Properties and for this purpose to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Certificate;

(b) Own, acquire, build, operate and maintain the "Common Properties" which shall be limited to a playground, a swimming pool, tennis courts (not to exceed two), private ways, private roads, private lanes, utilities (including water systems and sewer systems) and buildings, structures and personal properties incident thereto;

(c) Provide for municipal services including but not limited to, garbage and trash collections, fire and police protection and maintenance of unkept lands and trees;

(d) Fix, levy, collect and enforce payment by any lawful means, all charges and assessments pursuant to the terms of the Certificate; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(e) To convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(f) To borrow money and with the assent of fifty-one percent (51%) of the members mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property in connection with the affairs of the Association;

(g) To sell or transfer all or any part of the Common Properties to any public or private agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless approved by 2/3rds of the authorized votes of the membership;

(h) To participate in mergers and consolidations with other nonprofit corporations organized for the same or similar purposes, provided that any such merger shall have the assent of 2/3rds of the authorized votes of the membership;

(i) Insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the residents and commercial owners of The Properties, including, but not limited to, maintenance of public streets and roads; and

(j) To enforce any and all covenants, restrictions and agreements applicable to The Properties.

ARTICLE VI

Board of Directors

Section 1. The affairs of the Association shall be managed by a Board of Directors consisting of a minimum number of three (3) and a maximum number of fifteen (15) directors. The directors need not be members of the Association. A majority of the duly qualified directors at any regular or special meeting thereof, shall have the authority to establish the exact number of director positions on the Board, except that a change in the minimum and/or maximum number of directors of the Board, as established above, can be made only by a 2/3rds vote of the authorized votes of members of the Association duly entitled to vote as established in these Bylaws at any of their regular or special meetings. It is further expressly provided that any decrease in the number of director positions on the Board, made by either the directors or the members of the Association in the manner provided in the preceding sentence, shall not have the effect of vacating or terminating the position of any duly elected director during his or her current term of office, but rather such position can be eliminated only if it is vacant at the time or when it becomes vacant at the end of the full term to which any such director has been elected to serve. The directors by their adoption and execution of these Bylaws hereby determine that there shall be three (3) directors on the initial

Board of Directors of the Association. The names and addresses of the persons constituting the initial Board of Directors and the annual meeting to which their respective terms extend are as follows:

<u>Name</u>	<u>Address</u>	<u>Term Ends</u>
Ira E. Sanditen	3314 East 51st Street Suite K Tulsa, Oklahoma 74135	3-15-80
Steven A. Sanditen	3314 East 51st Street Suite K Tulsa, Oklahoma 74135	3-15-80
Larry Allison	3314 East 51st Street Suite K Tulsa, Oklahoma 74135	3-15-80

Thereafter, directors shall be elected for a term of three (3) years and until their respective successors are elected and qualified. Any vacancy occurring in the initial or any subsequent Board of Directors shall be filled at any meeting of the Board of the affirmative vote of a majority of the remaining directors. Any director elected to fill a vacancy shall serve as such until the expiration of the term of the director whose position he was elected to fill.

ARTICLE VII

Board of Directors: Election Process

The nomination and election of the Board of Directors shall be as follows:

Section 1. Election of Board/of Directors shall be by written ballot as hereinafter provided. At such election the

members may cast one (1) vote "For" or "Against" the person or persons nominated for the vacancy to be filled. If the vote is case "For" or "Against" the same person, it shall not be counted.

Section 2. Nominations for election to the Board of Directors shall be made by a Nominating Committee which shall be one of the standing committees of the Association.

Section 3. The Nominating Committee shall consist of three (3) members of the Board of Directors elected by the Board of Directors. One (1) member of the Nominating Committee shall be designated by the Board of Directors as Chairman. The Nominating Committee shall be appointed as soon as the Board of Directors shall deem appropriate and shall serve until a successor Nominating Committee shall be appointed by the Board of Directors.

Section 4. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or nonmembers as the Nominating Committee shall determine. Nominations shall be placed on a written ballot as provided in Section 5 and shall be made in advance of the time fixed in Section 5 for the mailing of such ballots to members.

Section 5. All elections to the Board of Directors shall be made on written ballot which shall (a) describe the vacancies

to be filled; (b) set forth the names of those nominated by the Nominating Committee for such vacancies with spaces opposite each name with the words "For" and "Against". Such ballots shall be prepared and mailed by the Secretary to the members at least seven (7) days in advance of the date designated by the Board of Directors as the date for the election. The date of the election shall ordinarily be ten (10) days prior to the date of the annual meeting, but may be held at any time selected by the Board of Directors, and the term of office of a director shall be for three (3) years, or until his successor shall have been elected and shall have qualified; the term shall expire upon the date of the annual meeting of members three (3) years after his election, unless a successor shall not have been elected and shall not have qualified, and in such event, he shall continue to serve until his successor is elected and shall qualify, and same shall apply to the directors designated in the Articles of Incorporation.

Section 6. Each member shall receive one (1) ballot to be mailed by the Secretary, with a return envelope addressed to the President.

Section 7. Upon receipt of each ballot returned, the President shall place same in a safe place and upon the date designated by the Board of Directors as the date of the election shall open the ballots and count same in the presence of two (2) other directors appointed by the Board of Directors who, with the President, shall constitute the Election Committee. In the

event two (2) or more persons have been nominated for a vacancy, the person receiving the greater number of affirmative votes shall be declared elected. In the event only one (1) person shall have been nominated for a vacancy, such person must receive more than one-half (1/2) affirmative votes of the total votes cast to fill the particular vacancy; otherwise, such fact shall be reported to the Nominating Committee and the Nominating Committee shall forthwith nominate one or more persons to fill the vacancy, or vacancies, which was or were not filled at the election. The new name or names shall be placed upon a ballot and the same procedure aforesaid shall be carried out promptly. Under no circumstances will a "write-in" vote or votes be counted in any election of directors.

ARTICLE VIII

Powers and Duties of the Board of Directors

Section 1. The Board of Directors shall have power:

(a) To call special meetings of the members whenever it deems necessary and it shall call a meeting at any time upon written request of the members, as provided in Article XII, Section 2.

(b) To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any member, officer or director of the Association in any capacity whatsoever. Such duties as are provided in this subparagraph (b) may be delegated by the directors to a specific director who shall report his actions to the Board of Directors from time to time.

(c) To establish, levy and assess, and collect the assessments or charges as provided herein.

(d) To adopt and publish rules and regulations governing the use of the Common Properties and facilities and the personal conduct of the members, guests and others thereon.

(e) To exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those reserved to members in the Certificate or the Articles of Incorporation.

(f) In the event that any member of the Board of Directors of this Association shall be absent from three (3) consecutive regular meetings of the Board of Directors, the Board may, by action taken at the meeting during which said third absence occurs, declare the office of said absent director to be vacant.

Section 2. It shall be the duty of the Board of Directors:

(a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when such is requested in writing by the membership, as provided in Article XII, Section 2.

(b) To supervise all officers, agents and employees of this Association and to see that their duties are properly performed.

(c) To perform the following duties in connection with assessments:

(1) To fix the amount of the assessment against each Lot for each assessment period subject to the provisions of Article XVI hereof at least thirty (30) days in advance of such date or period, and, at the same time;

(2) To prepare a roster of The Properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member, and, at the same time;

(3) To send written notice of each assessment to every owner subject thereto.

(d) To issue, or to cause an appropriate officer to issue, upon demand by any person a certificate setting forth whether any assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein to have been paid.

(e) To maintain all Common Properties.

ARTICLE IX

Directors Meetings

Section 1. A regular meeting of the Board of Directors shall be held on the second Monday of December of each year, at 10:00 a.m., provided that the Board of Directors may, by resolution, change the day and hour of holding such regular meeting.

Section 2. Notice of such regular meeting is hereby dispensed with. If the day for the regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday, and no notice thereof need be given.

Section 3. Special meetings of the Board of Directors shall be held when called by an officer of the Association or by any two (2) directors after not less than three (3) days' notice to each director.

Section 4. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present, and, if either before or after the meeting, each of the directors not present signs a written waiver of notice. All such waivers shall be filed with the corporate records and made a part of the minutes of the meeting.

Section 5. The majority of the Board of Directors shall constitute a quorum thereof.

Section 6. Any action which might be taken at a meeting of the Board of Directors may be taken without a meeting if a record or memorandum thereof be made in writing and signed by all of the directors.

ARTICLE X

Officers

Section 1. The officers shall be a President, a Vice President, a Secretary and a Treasurer. The President shall be a member of the Board of Directors. The offices of Secretary and Treasurer may be held by the same person. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

Section 2. The officers shall be chosen by majority vote of the directors.

Section 3. All officers shall hold office during the pleasure of the Board of Directors.

Section 4. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and sign all notes, leases, mortgages and deeds.

Section 5. The Vice President shall perform all the duties of the President in his absence.

Section 6. The Secretary shall be ex officio Secretary of

the Board of Directors, shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He shall sign all certificates of membership. He shall keep the records of the Association. He shall record in a book kept for that purpose the names of all members of the Association together with their addresses as registered by such members.

Section 7. The Treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such funds as directed by the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer or President shall sign all checks and notes of the Association, provided that such notes signed by the Treasurer shall also be signed by the President or the Vice President.

Section 8. The Treasurer shall keep proper books of account and cause an annual audit of the Association books to be made by a public accountant or certified public accountant at the completion of each fiscal year. He shall prepare an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be presented to the membership at its regular annual meeting.

ARTICLE XI

Committees

Section 1. The standing committees of the Association shall be:

Nominations Committee
Recreation Committee
Construction and Maintenance Committee
Publicity Committee
Audit Committee

Unless otherwise provided herein, each Committee shall consist of a Chairman and two (2) or more members and shall include a member of the Board of Directors for Board contact. The Committees shall be appointed by the Board of Directors prior to each annual meeting to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each such annual meeting. The Board of Directors may appoint such other committees as it deems desirable.

Section 2. The Nominations Committee shall have the duties and functions described in Article VII.

Section 3. The Recreation Committee shall advise the Board of Directors on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, determines.

Section 4. The Construction and Maintenance Committee shall advise the Board of Directors on all matters pertaining to the construction, maintenance, repair or improvement of the Common Properties of the Association, and shall perform such other functions as the Board, in its discretion, determines.

Section 5. The Publicity Committee shall inform the members of all activities and functions of the Association and shall, after consulting the Board of Directors, make such public

releases and announcements as are in the best interest of the Association.

Section 6. The Audit Committee shall supervise the annual audit of the Association's books and approve the annual budget and balance sheet statement to be presented to the membership at its regular annual meeting as provided in Article X, Section 8. The Treasurer shall be an ex officio member of the Committee.

Section 7. With the exception of the Nominations Committee each Committee shall have power to appoint a subcommittee from among its membership and may delegate to any such subcommittee any of its powers, duties and functions.

Section 8. It shall be the duty of each Committee to receive complaints from members on any matter involving Association functions, duties and activities within its field of responsibility. It shall dispose of such complaints as it deemed appropriate or refer them to such other Committee, director or officer of the Association as is further concerned with the matter presented.

ARTICLE XII

Meetings of Members

Section 1. The regular annual meeting of the members shall be held on the 15th day of March in each year, at 10:00 a.m. If the day for the annual meeting of the members shall fall upon a holiday, the meeting will be held at the same hour on the first day following which is not a holiday.

Section 2. Special meetings of the members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, or by any two (2) or more members of the Board of Directors, or upon written request of the members who have a right to vote one-half of all of the votes of the entire membership.

Section 3. Notice of any meetings shall be given to the members by the Secretary. Notice may be given to the member either personally, or by sending a copy of the notice through the mail, postage thereon fully prepaid to his address appearing on the books of the Association. Each member shall register his address with the Secretary and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed at least ten (10) days in advance of the meeting and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve an election governed by Article VII or any action governed by the Articles of Incorporation or by the Declaration applicable to The Properties, notice of such meeting shall be given or sent as therein provided.

Section 4. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of the membership shall constitute a quorum for any action governed by these Bylaws. Any action governed by the Articles of Incorporation or by the Declaration applicable to The

Properties shall require a quorum as therein provided.

ARTICLE XIII

Proxies

Section 1. At all corporate meetings of members, each member may vote in person or by proxy.

Section 2. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon sale by the member of his interest in The Properties.

ARTICLE XIV

Books and Papers

Section 1. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any member.

ARTICLE XV

Corporate Seal

Section 1. The Association shall have a seal containing the words: CAMBRIDGE ESTATES HOME OWNERS ASSOCIATION, INC.

ARTICLE XVI

Assessments

Section 1. The maximum assessment which may be levied by the Association for the operation and maintenance of the Common

Properties shall not exceed twenty-five (\$25.00) dollars per Lot per month.

Section 2. As provided in subsection (c) of Article VIII, the Board of Directors shall fix the amount of the assessment against each Lot for each assessment period, but not to exceed the limitation in Section 1 hereof. The "assessment period" shall be such period as may be established from time to time by the Board of Directors, but shall be not less than three months or more than twelve months.

Section 3. The assessment amount fixed by the Board of Directors for each assessment period shall be that amount which the Board of Directors in its good faith determination estimates to be the amount required for the maintenance and operation of the Common Properties during the assessment period, after giving consideration to the surplus (if any) remaining from the prior assessment period and subject to the limitation contained in Section 1 hereof.

Section 4. The assessment for each Lot for an assessment period shall be a fraction of the total assessment for the assessment period, the numerator of which fraction shall be "one" and the denominator of which fraction shall be the total number of Lots in Cambridge Estates Addition, provided, however, that the assessment for each Lot shall not exceed the limitation in Section 1 hereof.

Section 5. The provisions of this Article shall not apply to the one time assessment of \$100.00 to be paid to the

Association upon the initial purchase of each Lot from the Developer as provided in the Certificate.

ARTICLE XVII

Amendments

Section 1. These Bylaws may be amended at any regular or special meeting of the Members or the Board of Directors by a vote of a majority of a quorum present and voting; provided that those provisions of these Bylaws which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matter stated herein to be or which is, in fact, governed by the Certificate applicable to The Properties may not be amended except as provided by law.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Certificate applicable to The Properties and these Bylaws, the Certificate shall control.

IN WITNESS WHEREOF, we, being all of the directors of Cambridge Estates Home Onwers Association, Inc., have hereunto set our hands this 22^d day of November, 1978.

Ira E. Sanditen
Ira E. Sanditen

Steven A. Sanditen
Steven A. Sanditen

Larry Allison
Larry Allison


A C K N O W L E D G M E N T

The foregoing, BYLAWS OF CAMBRIDGE ESTATES HOME OWNERS ASSOCIATION, INC., was duly executed and acknowledged before me this 22^d day of November, 1978, by:

IRA E. SANDITEN

STEVEN A. SANDITEN

LARRY ALLISON.



Notary Public, Tulsa County,
Oklahoma.

My Commission expires:

3-25-80

(Notary Seal)