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ARTICLES OF INCORPORATION

FLINT RIDGE PROPERTY OWNERS ASSOCIATION, INC.  
(a non-profit corporation)

In compliance with the requirements of the non-profit corporation law, 18 Okla. Stat. Ann. §851 et seq., the undersigned, all of whom are of lawful age and are residents of the State of Oklahoma and desiring to form a corporation not for profit, do hereby adopt the following Articles of Incorporation:

ARTICLE I

NAME

The name of the corporation is Flint Ridge Property Owners Association, Inc. (the "Association").

ARTICLE II

REGISTERED OFFICE AND AGENT

The location and post office address of the initial registered office of the Association is 5555 East Skelly Drive, Tulsa, Oklahoma, 74135, and the name of its initial registered agent at such address is Thomas A. McMullen.

ARTICLE III

PURPOSES AND POWERS OF THE CORPORATION

The purposes and the nature of the activities to be conducted by the Association are as follows:

✓ A. Developing and providing rural water supply and sewage disposal facilities to serve rural residents of Delaware and Adair Counties in the State of Oklahoma; and,

B. To promote the health, safety and welfare of residents within the property known as Flint Ridge No. 1, a subdivision in Delaware County, State of Oklahoma, according to the recorded plat thereof and such additions thereto as may hereafter be brought within the jurisdiction of the Association as provided in Article VII hereinafter referred to as "the Properties" and for this purpose to:

(i) Own, acquire, build, operate, repair and maintain a potable water system to serve all lots and areas within the Properties;

✓ (ii) Own, acquire, build, operate, repair and maintain lots, lakes, community centers, clubhouses, swimming pools, horseback riding facilities, tennis courts, sports complexes, parks, campsites, canoeing facilities, sanitary sewer treatment plant and distribution lines, museums, security stations, guardhouse, recreational buildings and any and all other improvements and personal properties incident to the foregoing, all items as described in paragraphs (i) and (ii) being hereinafter referred to as "the Common Properties and Facilities":

✓ (iii) Provide garbage and trash collection;

✓ (iv) Supplement municipal services;

✓ (v) Provide fire and police protection;

(vi) Fix assessments (or charges) to be levied against the Properties and the owners thereof;

(vii) Enforce any and all covenants, restrictions and agreements applicable to the Properties;

(viii) Pay taxes, if any, on the Common Properties and Facilities;

(ix) Procure physical loss, comprehensive general liability and other insurance for the Common Properties and Facilities as may be otherwise required by the Association;

(x) Enter into service contracts with any owner(s) covering all or any part of the Properties and the Common Properties and Facilities, which contracts may relate to the operation, management, maintenance, renewal, replacement, repair, care, cleaning, up-keep, protection and surveillance of the Properties and the Common Properties and Facilities, whether real, personal or mixed; and

(xi) 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 owners of the Properties; and

C. To borrow money, encumber, pledge, mortgage or otherwise hypothecate the Common Properties and Facilities of the Association in furtherance of the aforesaid purposes.

ARTICLE IV

NON-PROFIT ASSOCIATION

The Association is non-profit and shall not have or issue shares of stock or pay dividends. The Association shall not afford pecuniary gain incidentally or otherwise to its members.

ARTICLE V

MEMBERSHIP AND VOTING

The classes, rights, privileges, qualifications, obligations and the manner of election or appointment of members are as follows:

A. Every person or entity or both, as the case may be, who is a record owner of a fee or undivided fee interest of any lot within the Properties which is subject by covenants of record to assessment by the Association shall be a member of the Association; provided, however, that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

B. The members of the Association shall not be entitled to vote until the first annual meeting of the members which shall be held within thirty (30) days after the sale of ninety per cent (90%) of the residential lots located within the Properties, including any additions thereto made by Flint Ridge Development Company, a partnership, or within thirty (30) days after January 1, 1979, or at

the option of Flint Ridge Development Company, whichever shall first occur at the call of the President. Voting members shall thereafter be all of those record owners including contract sellers as defined in Article V.A. Except as hereinafter provided in this Article, a member shall be entitled to one (1) vote for each residential lot and area owned in the Properties in which he holds an interest required for membership by this Article. When more than one person or entity holds such interest or interests in any lot or area, all such persons shall be members and the votes for such lot or area shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any residential lot or area. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

#### ARTICLE VI

##### BOARD OF DIRECTORS; SELECTION; TERMS OF OFFICE

The affairs of the Association shall be managed by a board of seven (7) directors. The names and addresses of the persons who are to serve as the initial directors until their successors are elected or appointed and who need not be lot owners, are:

<u>Name</u>	<u>Address</u>
Thomas A. McMullen	5555 East Skelly Drive, Tulsa, Oklahoma, 74135
Richard A. Cloud	7017 East 48 Street, Tulsa, Oklahoma, 74145
Roy Shank	5981-B South 72 E. Avenue, Tulsa, Oklahoma, 74145
R. Bradley Jones	5832 South Pittsburg, Tulsa, Oklahoma, 74135
Darrel D. Behring	4908 South 73 E. Avenue, Tulsa, Oklahoma, 74145
James Craig	10004 East 28 Street, Tulsa, Oklahoma, 74129
Lee Eller	3220 East 67 Street, Tulsa, Oklahoma, 74135
Big Shores	1001 E. Oklahoma

Two directors shall be elected for a term of two years (or until the election or appointment of their successors) at the first annual meeting of the members of the Association who shall be members entitled to vote under Article V. The remaining five directors, who need not be members, shall be selected by Flint Ridge Development Company to hold office until the selection of their successors.

After the first annual or special meeting of the Association which shall be held in accordance with Article V.B., the seven (7) directors of the Association shall be elected from among the members. The terms of the directors shall thereafter be for three years with two directors' terms expiring every year except that the terms of three directors shall expire every third year, and the first terms shall be set accordingly.

## ARTICLE VII

### ADDITIONS TO THE PROPERTIES AND MEMBERSHIP

Additions to the Properties and membership described in Article III may be made only in accordance with the provisions of the recorded Deed of Dedication and Protective Covenants for Flint Ridge No. 1, a subdivision in Delaware County,

State of Oklahoma, as filed with the Plat of Flint Ridge No. 1 in the records of the County Clerk of Delaware County, Oklahoma. Such additions, when properly made under the applicable covenants, shall extend the jurisdiction, functions, duties and membership of the Association to such properties. Where the applicable covenants require that such additions be approved by this Association (Article II, Section 2(b) of said covenants), such approval must have the assent of two-thirds (2/3) of the votes of the members who are entitled to vote, either in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be required to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

#### ARTICLE VIII

#### MORTGAGES; OTHER INDEBTEDNESS

The Association shall have power to mortgage its Properties only to the extent authorized under the recorded Deed of Dedication and Protective Covenants for Flint Ridge No. 1 applicable to said Properties.

The total debts of the Association, including the principal amount of such mortgages outstanding at any time, shall not exceed fifty per cent (50%) of the fair market value of the assets of the Association, and the cost of debt service shall not exceed ten per cent (10%) of the annual income, provided that authority to exceed said maximum in any particular case may be given by an affirmative vote of three-fourths (3/4) of the votes of the membership who are voting in person or

by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members appearing on the records of the Association at least thirty (30) days in advance and shall set forth the purpose of the meeting.

#### ARTICLE IX

##### QUORUM

The quorum required for any action governed by Articles V, VI, VII and VIII of these Articles of Incorporation shall be as follows:

At the first meeting duly called as provided therein, the presence of members, or of proxies, entitled to cast sixty per cent (60%) of all of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in said Articles, and the required quorum at any subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following such preceding meeting.

#### ARTICLE X

##### DEDICATION OF PROPERTIES OR TRANSFER OF FUNCTION TO PUBLIC AGENCY OR UTILITY

The Association shall have power to dispose of its real properties only as authorized under the recorded Deed of Dedication and Protective Covenants applicable to said Properties.



ARTICLE XI

DURATION

The term for which the Association is to exist is fifty (50) years. The Board of Directors may at any time file for an extension of corporate existence as provided in 18 Okla. Stat. Ann. §861.

ARTICLE XII

DISSOLUTION

A. The Association may be dissolved only with the assent given in writing and signed by the members entitled to cast two-thirds (2/3) of the votes of its 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 consonant with Article XII.B. hereof) shall be mailed to every member at least ninety (90) days in advance of any action taken.

B. Upon dissolution of the Association, the assets, both real and personal, of the Association 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 Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit 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 Association. No such disposition of Association properties shall be effective to divest or diminish any right or title of any member vested in him under the recorded covenants and deeds applicable to the Properties unless made in accordance with the provisions of such covenants and deeds.

ARTICLE XIII

AMENDMENTS

Amendment of these Articles of Incorporation shall require the assent of members entitled to cast two-thirds (2/3) of the membership votes. These votes may be cast either in person or by proxy at a meeting duly called for this purpose written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

ARTICLE XIV

INCORPORATORS

The name, place of residence, and post office address of each of the  
Incorporators are:

<u>Name</u>	<u>Place of Residence and Post Office Address</u>
Thomas A. McMullen	5555 East Skelly Drive, Tulsa, Oklahoma, 74
Lee Eller	3220 East 67 Street, Tulsa, Oklahoma, 74135
F. Paul Thieman, Jr.	5800 East Skelly Drive, Tulsa, Oklahoma, 74

IN TESTIMONY WHEREOF, the incorporators have signed these Articles  
of Incorporation this 12<sup>th</sup> day of February, 1974.

Thomas A. McMullen  
Thomas A. McMullen

Lee Eller  
Lee Eller

F. Paul Thieman, Jr.  
F. Paul Thieman, Jr.

STATE OF OKLAHOMA )  
                          ) SS.  
COUNTY OF TULSA   )

The foregoing instrument was acknowledged before me this 12th day of  
February, 1974, by Thomas A. McMullen, Lee Eller and F. Paul Thieman, Jr.

My commission expires:  
September 30, 1976.

Notary Public  
Notary Public