

may, at its option, at any time after such period, and in addition to the other remedies herein or by law or in equity provided, enforce the obligation to pay assessments in any manner provided by law or in equity and, without limiting the generality of the foregoing, by any or all of the following procedures:

- (i) Enforcement by Suit. The Board may cause a suit to be commenced and maintained in the name of the Association against any Owner or Owners, or any of them, personally obligated to pay assessments for such delinquent assessments for which they are personally obligated. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon at the rate of 15% per annum from and after the date of delinquency, late charges as provided for by this Declaration, court costs and reasonable attorney's fees in such amounts as the Court may award. Suit to recover a money judgment for unpaid assessments shall be maintainable by the Board, or its authorized agent, without foreclosing or waiving the lien hereinafter provided for.
  - (ii) Enforcement of Lien. Any assessment which remains unpaid on the date on which such assessment is due shall be a lien on the unit for which such assessment is due and on all appurtenances thereto. Such lien may be foreclosed by a suit instituted by the Association, its attorney or duly authorized agent. In any such foreclosure action the Owner shall be required to pay reasonable rental for the use of his unit during the pendency thereof. The Association, or its duly authorized agent, shall have the power to bid in at the foreclosure sale and to acquire, hold, lease, mortgage and convey the Unit Ownership Estate acquired at such sale. Provided, however, in any such foreclosure sale the Association may not bid an amount in excess of any judgment rendered in its favor in such foreclosure action and satisfiable out of the proceeds of such sale.
- (b) Additional Costs Secured by Lien. In the event the lien described above is foreclosed, reasonable attorney's fees as the Court may award and court costs, abstracting fees, interest at the rate of 15% per annum from the date of delinquency, late charges as provided for by this Declaration, and all other costs and expenses shall be allowed to the Association.
  - (c) Rights of Association. Each Owner hereby vests in and delegates to the Association or its duly authorized representative the right and power to

bring all actions at law or lien foreclosures, against any Owner or Owners for the collection of delinquent assessments in accordance herewith.

- (d) Purchaser at Foreclosure Sale. Any purchaser of a Unit at a foreclosure sale pursuant to an action to foreclose the lien herein provided shall take title to such Unit subject to all the terms, provisions and restrictions of this Declaration. There shall be a lien on the Unit of the purchaser which may be foreclosed in accordance with this Declaration and which shall secure all assessments which become due after the date of such sale. For the purposes of this section a sale of a Unit shall occur on the date any judicial or non-judicial sale is held.
- (e) Purchase by Mortgagee. In the event the holder of a first mortgage on a Unit obtains title to such Unit as a result of a foreclosure of the mortgage or deed in lieu of foreclosure, such mortgagee shall not be liable for the foreclosed unit's unpaid assessments which accrue prior to the earlier of: (i) the acquisition of title to such unit by the mortgagee, or (ii) occupancy of the unit by mortgagor or its lessee.
- (f) Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the members of the Association, their guests and invitees, and in particular shall be used for the purpose of improving, protecting, operating, repairing, and maintaining the Common Elements and the facilities, improvements, landscaping and structures located thereon, and providing for the acquisition and maintenance of property, services and facilities devoted to this purpose and directly related to the use and enjoyment of the Common Elements and the units and otherwise providing for the performance by the Association of each and every power and duty of the Association.
10. Uncompleted Units. Assessments shall not be payable with respect to units under construction for the period of construction.
11. Unsold Units. Unsold and unoccupied units owned by Declarant shall be liable for the payment of 20% of each such Unit's assessment.

**Article XVI**  
**Rights And Obligations of**  
**Unit Owners As To The Common Areas**

1. Owners' Easement of Enjoyment. Every Owner and his tenants, servants, family members, guests and invitees, to the extent permitted by such Owner, shall have a non-exclusive



easement of access to, use and enjoyment of, and ingress and egress through the Limited Common Elements which are appurtenant to his unit and such easements shall be appurtenant to and shall pass with the title to every unit.

2. Waiver of Use. An Owner may not waive or otherwise escape liability for the assessments provided for by this Declaration or otherwise duly and properly levied by the Board, by non-use thereof, or by abandonment of his unit.

3. Damage to Common Elements. Any damage to any Common Element which is caused by the negligent act or the willful misconduct of any Owner may be repaired by the Association but, in such event, the Association shall be entitled to reimbursement for all reasonable costs of such repair and/or replacement from the Owner responsible for such damage. The cost of such repair and/or replacement shall be and become a lien on the unit owned by the person who caused such damage ten (10) days after demand and failure to pay such cost.

4. Additional Provisions. Each Owner's undivided interest in the Common Elements shall have a permanent character and the amount of each Owner's interest shall not be altered, except according to provisions provided through annexation of additional units, without his consent. Such interest shall not be separated from the unit to which it is appurtenant and shall be deemed to be conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the deed or other instrument of conveyance. The Common Elements shall remain undivided and no Owner or any other person shall bring any action for partition.

#### Article XVII

##### Architectural Committee

1. Architectural Committee. During the Declarant Control Period, the Declarant shall constitute the Architectural Committee. Upon the termination of the Declarant Control Period, the Board of Directors shall appoint the members of the Architectural Committee, and such Persons shall be Owners. The Architectural Committee shall be formed for the purpose of assuring that the Property shall always be maintained in a manner: (1) providing for visual harmony and soundness of repair; (2) avoiding activities deleterious to the aesthetic or property values of Property; and (3) promoting the general welfare of the Owners, such Owners' tenants and such Owners' (or tenant's) household guests, employees, agents and invitees.

The Architectural Committee shall regulate the external design, signage, appearance, use and maintenance of land and improvements covered by this Declaration and the Common Elements and Limited Common Elements and the design, appearance, plans, specifications and style of property or structures annexed under Article IV; provided, however, that the Architectural Committee shall not have the power to regulate the activities of the Association or the Declarant on the Common Elements. The Architectural Committee may from time to time establish requirements regarding the form and content of plans and specifications to be submitted

for approval. The Architectural Committee shall have the power to impose reasonable charges upon, and issue a cease and desist request to, an Owner, such Owner's contractors, employees, agents and invitees whose actions are inconsistent with the provisions of the Association Documents. Subject to the review of the Board of Directors, the Architectural Committee shall from time to time provide interpretations of the Association Documents pursuant to the intents, provisions and qualifications thereof when requested to do so by an Owner or the Board of Directors. The Architectural Committee may publish and record such interpretations in order to establish guidelines relative to architectural styles, signs, details, colors, materials or other matters relative to architectural control and protection of the aesthetic or property values of the Property. If the Architectural Committee establishes such guidelines, such guidelines shall be enforceable as if set forth in the Declaration. A majority vote of the Architectural Committee shall be required in order to take any action. The Architectural Committee shall keep written records of all its actions. After the Declarant relinquishes its right to appoint individuals to serve on the Architectural Committee, any action, ruling or decision of the Architectural Committee may be appealed to the Board by any party deemed by the Board to have standing as an aggrieved party and the Board may modify or reverse any such action, ruling or decision. The Architectural Committee and the Board shall have no authority to regulate construction by the Declarant.

**Article XVIII**  
**Condemnation**

In case at any time or times the Property or any part thereof shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages for or on account of any land and improvements of the project shall be payable to the Association as Trustee for all Owners and mortgagees according to the loss or damage to their respective units and appurtenant interest in the Common Elements and shall be used promptly by the Association to the extent necessary for restoring or replacing such improvements on the remaining land according to plans therefore first approved as herein provided. Provided, however, that in case the structure shall be substantially damaged and the condemnation proceeds insufficient for restoration thereof or in case restoration of such Structure to substantially its same size and function as immediately prior to such damage shall be prevented by any laws or ordinances then in effect whether to rebuild, repair or restore said building and the extent and manner thereof shall be determined by a vote of 75 percent (75%) of the interests in the Common Elements, subject to written approval as to any modified plans by all owners of the Common Elements and mortgagees thereby directly affected.

Restoration of the Property with less than all of the units after condemnation may be undertaken by the Association only pursuant to an amended Declaration, duly executed by Owners representing not less than 75 percent (75%) of the common Elements and holders of first mortgages on units comprising 51% of the interest in the Common Elements; consented to in writing by all holders of liens affecting any of the Owners of the Common Elements executing such amended declaration; removing the Property from the Ownership Estate established hereby; reconstituting all of the remaining units and Common Elements to be restored as a new Unit Ownership Estate; and providing for payment to each Owner of a unit, not to be restored, of the agreed value of such unit, and its interest in the Common Elements, which payment shall include, without prejudice to the generality of the foregoing, all of the proceeds of condemnation award payable for or on account of



such unit, and his proportionate share of the Maintenance Fund and the Reserve Fund without deduction for the cost of such restoration except for his proportionate share of the cost of debris removal. After written request made by a holder, insurer, or guarantor of a first mortgage on a unit to do so, the Board shall give notice to such holder of any material condemnation loss.

In that event, the proceeds received from the condemnation action, if any, and the proceeds received from the sale of the Structure shall be divided among all owners of Units in the building according to their interests in the common elements.

**Article XIX**  
**General Provisions**

1. **Access To Units.** The Association shall have the irrevocable right to access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair, or replacement of the Common Elements and facilities therein or accessible therefrom, for making emergency repairs therein necessary to prevent damage to the Common Elements and facilities or to another unit or units. Such right shall be exercised by the Board or its duly authorized agent.

2. **Enforcement.** The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Such right shall exist on behalf of any Owner against the Association. Failure by the board or any group of Owners to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. A waiver of any such right shall be only pursuant to an instrument in writing signed by the party to be charged with such waiver and shall be limited to the particular covenant, condition or restriction which is expressly set forth in such writing as being waived.

3. **Notice of Failure to Pay Assessments.** Upon the written request by the holder, insurer, or guarantor of a first mortgage covering any Unit to do so, the Association shall notify such person: (i) in the event the Unit covered by such persons' mortgage is delinquent in the payment of assessments for sixty (60) days, and (ii) of any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

4. **Certain Consents Required.** No amendment to this Declaration concerning the matters hereinafter set forth shall be effective with respect to any holder of a first mortgage covering any Unit who has delivered written request for notice of any proposed amendment except upon the written consent of such holder, to-wit:

- (a) Restoration, maintenance or repair of the Property not substantially in accordance with the plans set forth in Exhibit "D" attached hereto;
- (b) The revocation of the Declaration;
- (c) Reserves for maintenance, repair and replacement of Common Elements;

- (d) Hazard insurance or Fidelity Insurance;
- (e) Right to the use of Common Elements;
- (f) Responsibility for the maintenance and repair of the Property;
- (g) The boundaries of any unit;
- (h) The voting rights of Owners and the interests of Owners in the Common Elements and Limited Common Elements; except with respect to annexation of additional property or structures described herein;
- (i) The conversion of Common Elements into units or the conversion of units into Common Elements;
- (j) Leasing of Units;
- (k) The amendment of this Declaration to provide for a right of first refusal or other restriction on the right of a Owner to sell, encumber or convey a Unit;
- (l) Assessments, assessment liens or subordination of such liens; or;
- (m) Reallocation of interests in the general or limited Common Elements, or rights to their use;
- (n) Any provisions which expressly benefit mortgage holders; insurers or guarantors;
- (o) Any amendment affecting the provisions of Article XVIII of the Declaration.

5. Reservation for Construction and Sales Activities. In order that Declarant may establish the Property as a fully occupied Development, no Owner or the Association shall do anything to interfere with, and Declarant does hereby reserve the right:

- (a) for Declarant, and its contractors or subcontractors, in any Unit owned by them to take any necessary or desirable action in connection with the completion of any work on any unit;
- (b) for Declarant, and its representatives, to construct and maintain on the Common Elements or any unit owned or controlled by Declarant, or its or their contractors or subcontractors such structures as may be reasonably necessary for the conduct of its or



their business of completing any work and establishing the Property as a townhouse and disposing of the same by sale, lease or otherwise;

(c) for Declarant, and its representatives, to maintain a sales office and maintain and show Units to aid in the marketing of the units;

(d) for Declarant, and its contractors or subcontractors, to maintain such sign or signs for marketing of units in the Property as may be necessary or desirable.

6. Grants of Easements. The Association shall have the right to grant permits, licenses, and easements over the Common Elements for utilities, roads, and other purposes necessary for the proper operation of the Property.

7. Severability. The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity of the remaining provisions.

8. Successors and Assigns. This Declaration shall inure to the benefit of and be binding upon the successors and assigns of Declarant, and to the heirs, personal representatives, grantees, lessees, successors and assigns of the Owners.

9. Remedies Cumulative. Each remedy provided by this Declaration for breach of any of the covenants, conditions, restrictions, reservations, liens or charges contained herein shall be in addition to any other available remedy, whether provided for by law or in equity, and all of such remedies, whether provided for by this Declaration or otherwise, shall be cumulative and not exclusive.

10. Notices. Any written notice or other document relating to or required by this Declaration may be delivered personally or by mail. If by mail, such notice, unless expressly provided herein or in the by-Laws to the contrary, shall be deemed to have been delivered and received three (3) business days after a copy thereof is deposited in the United States mail, postage prepaid, addressed as follows:

(a) If to Declarant, whether in its capacity as owner of a unit, or in any other capacity, addressed as follows:

Hal Tompkins  
57171 E., Hwy. 125  
Afton, Oklahoma 74331

(b) Prior to the organizational meeting of the Board, notices to the Board shall be addressed to the address set forth for giving notice to the Declarant. Thereafter, notices to the Board shall be addressed to the secretary of the

Association. The Board shall cause the address of the secretary of the Association to be made know by mail to all Owners.

11. **Sales of Units.** Concurrently with the consummation of the sale of any Unit under circumstances whereby the transferee becomes an Owner, the transferee shall notify the Board in writing of such sale. Such notification shall set forth (i) the name of the transferee and his transferor, (ii) the Unit number of the Unit purchased by the transferee, (iii) the transferee's mailing address and (iv) the date of sale. Prior to receipt of such notification, any and all communications required or permitted to be given by Declarant, the Association, the Board, or their agents or representatives, shall be deemed to be duly made and given to the transferee if duly and timely made and given to said transferee's transferor.

12. **Conflict in Provisions.** If any provision of this Declaration or Amendments thereto conflict with the provisions of the Declaration of Pointe Marin at Shangri-La Resort or any Amendments thereto, the latter shall prevail.

13. **Transfer Fee.** Any Owner other than the Declarant who sells a Unit to any third party will be subject to a \$100.00 transfer fee payable to the Association at closing.

Dated this 30<sup>th</sup> day of January, 2008.

Island Developers, L.L.C., an  
Oklahoma Limited Liability Company

By:

Hal Tompkins  
Manager

State of Oklahoma )  
                                  )     ss.  
County of Delaware )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of January, 2008, by Hal Tompkins, Manager, of Island Developers, L.L.C., an Oklahoma Limited Liability Company

My Commission Expires:

Lucinda Sixkiller  
Notary Public

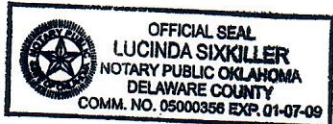
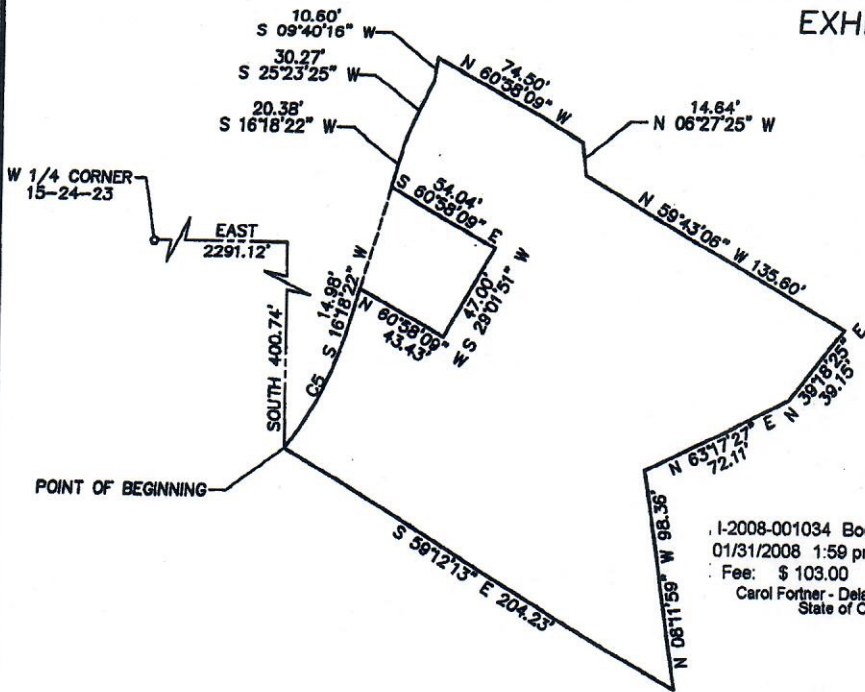




EXHIBIT 'A'



I-2008-001034 Book 1804 Pg: 591  
 01/31/2008 1:59 pm Pg 0568-0613  
 Fee: \$ 103.00 Doc: \$ 0.00  
 Carol Fortner - Delaware County Clerk  
 State of Oklahoma

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	TANGENT	CHORD DIRECTION	CHORD LENGTH
C5	20°51'53"	175.00	63.73	32.22	S 28°44'18" W	63.38

**PROPERTY DESCRIPTION:**

PART OF SECTION 15, TOWNSHIP 24 NORTH, RANGE 23 EAST OF THE INDIAN BASE MERIDIAN IN DELAWARE COUNTY, OKLAHOMA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE W 1/4 CORNER OF SAID SECTION 15 RUN EAST 2291.12 FEET; THENCE SOUTH 400.74 FEET TO THE POINT OF BEGINNING; THENCE S 59°12'13" E 204.23 FEET; THENCE N 08°11'59" W 98.38 FEET; THENCE N 63°17'27" E 72.11 FEET; THENCE N 39°18'25" E 38.15 FEET; THENCE N 59°43'06" W 135.60 FEET; THENCE N 06°27'25" W 14.64 FEET; THENCE N 60°58'09" W 74.50 FEET; THENCE S 09°40'16" W 10.60 FEET; THENCE S 25°23'25" W 30.27 FEET; THENCE S 16°18'22" W 20.38 FEET; THENCE S 60°28'08" E 54.04 FEET; THENCE S 29°01'51" W 47.00 FEET; THENCE N 60°58'09" W 43.43 FEET; THENCE S 16°18'22" W 14.98 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET, A CHORD DIRECTION OF S 28°44'18" W, AND AN ARC LENGTH OF 63.73 FEET TO THE POINT OF BEGINNING. CONTAINING 0.70 ACRES, MORE OR LESS.

THIS IS NOT A SURVEY

REGISTERED LAND SURVEYOR  
 RICK G. ROSE  
 L.S. 1209  
 OKLAHOMA  
 1/30/2008

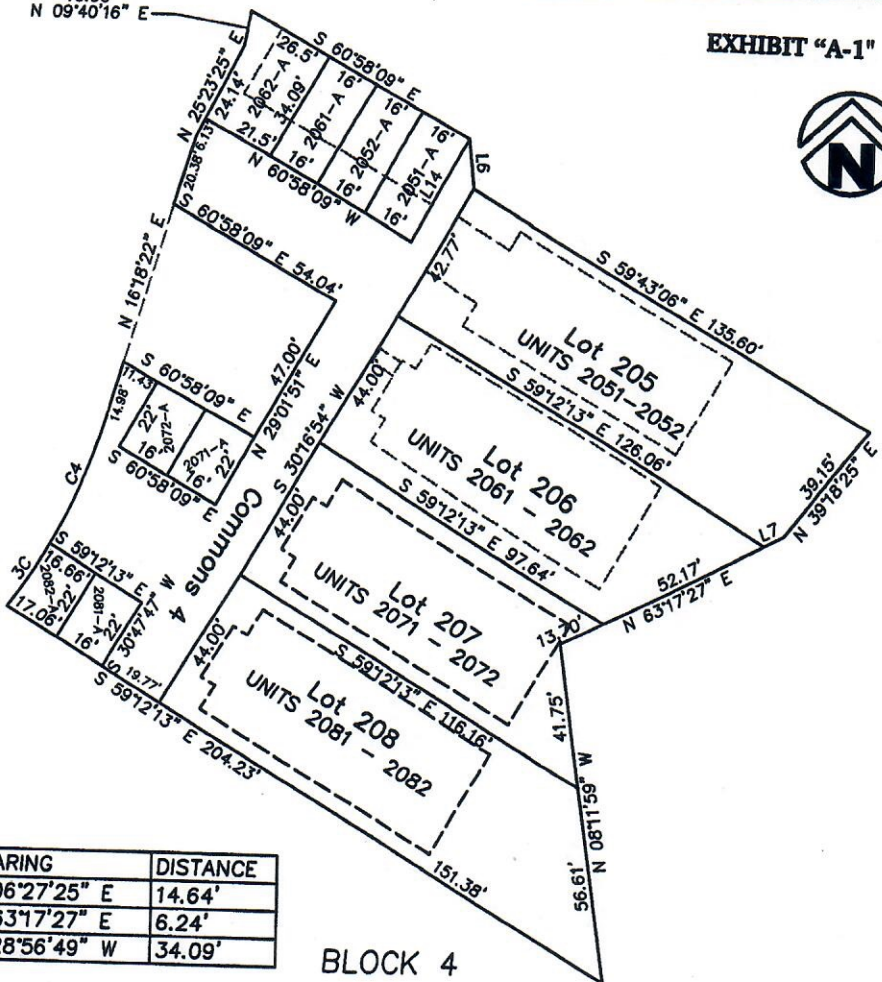
**Rose & McCrary, PC**  
 2125 South Broadway, Grove, OK 74344  
 918.788.6350 FAX: 918.788.7536 www.roseandmccrary.com  
 Engineering & Land Surveying

10.60'  
N 09°40'16" E

EXHIBIT "A-1"



1-2008-001034 Book 1804 Pg: 592  
01/31/2008 1:59 pm Pg 0568-0613  
Fee: \$ 103.00 Doc: \$ 0.00  
Carol Fontner - Delaware County Clerk  
State of Oklahoma



LINE TABLE

NUMBER	BEARING	DISTANCE
L6	S 06°27'25" E	14.64'
L7	N 63°17'27" E	6.24'
L14	S 28°56'49" W	34.09'

BLOCK 4

CURVE TABLE

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	TANGENT	CHORD DIRECTION	CHORD LENGTH
C3	07°12'58"	175.00	22.04	11.03	N 33°33'46" E	22.03
C4	13°38'55"	175.00	41.69	20.94	N 23°07'50" E	41.59

THIS IS NOT A SURVEY



**Rose & McCrary, PC**  
2125 South Broadway, Grove, OK 74344  
918.786.6350 FAX: 918.786.7536 www.rosemcrary.com

Engineering & Land Surveying



**CERTIFICATE OF INCORPORATION  
FOR  
POINTE MARIN TOWN HOMES PHASE II HOMEOWNERS ASSOCIATION, INC**

STATE OF OKLAHOMA )  
COUNTY OF DELAWARE ) ss.

I-2008-001034 Book 1804 Pg: 583  
01/31/2008 1:59 pm Pg 0568-0613  
Fee: \$ 103.00 Doc: \$ 0.00  
Carol Fortner - Delaware County Clerk  
State of Oklahoma

TO THE SECRETARY OF STATE OF THE STATE OF OKLAHOMA:

We, the undersigned incorporators,

<u>Name</u>	<u>Address</u>	<u>City &amp; State</u>
Hal Tompkins	57171 E., Hwy. 125	Afton, Oklahoma 74331
Tyson Tompkins	57171 E., Hwy. 125	Afton, Oklahoma 74331
Mike Cox	3851 S. 4250 Rd.	Chelsea, Oklahoma 74016

being persons legally competent to enter into contracts, for the purpose of forming a non-profit corporation under the laws of the State of Oklahoma, and pursuant to their right as Incorporators to execute a Certificate of Incorporation and cause it to be filed in the office of the Secretary of State as provided by law, and pursuant to Okla. Stat. tit. 18, § 1005-1006, do hereby adopt the following certificate of Incorporation:

**ARTICLE ONE**

The name of the Corporation is:

**The Pointe Marin Town Homes Phase II Homeowners Association, Inc.**

**ARTICLE TWO**

The address of its registered office in the State of Oklahoma is 57171 E., Hwy. 125, Afton, Oklahoma 74331 and the name of its registered agent at such address is Hal Tompkins.

**ARTICLE THREE**

The Corporation shall have perpetual existence.

**ARTICLE FOUR**

This Corporation does not afford pecuniary gain, incidentally or otherwise, to its members and does not have authority to issue capital stock.

#### ARTICLE FIVE

The purposes and objects of the Corporation shall be to administer the operation and management of The Pointe Marin Town Homes Phase II Homeowners' Association, Inc upon the real property described on Exhibit "A" attached hereto and made a part hereof and to undertake the performance of the acts and duties incident to the administration of the operation and management of said development in accordance with the terms, provisions, conditions and authorizations contained in these Articles and which may be contained in the Deed of Dedication and Declaration which will be recorded in the public records of Delaware County, Oklahoma. The Corporation shall be conducted as a non-profit organization for the benefit of its members.

The Corporation shall have the following powers:

1. The Corporation shall have all of the powers and privileges granted to corporations not for profit under the law pursuant to which this Corporation is chartered, and all of the powers and privileges which may be granted unto said Corporation or exercised by it under any other applicable laws of the State of Oklahoma.

2. The Corporation shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Corporation, including, but not limited to, the following:

- (a) To make and establish reasonable rules and regulations governing the use of lots and the common areas in the development.
- (b) To levy and collect assessments against members of the Corporation to defray expenses as may be provided in said Declaration and in the By-Laws of this Corporation which may be hereafter adopted, including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing and otherwise trading and dealing with such property, whether real or personal, which may be necessary or convenient in the operation and management thereof and in accomplishing the purposes set forth in said Declaration.
- (c) To maintain, repair, replace, operate and manage the property comprising same, including the right to reconstruct improvements after casualty and to make further improvement of the property.
- (d) To contract for the management thereof.
- (e) To enforce the provisions of said Declaration, these Articles of Incorporation, the By-Laws of the Corporation which may be hereafter



adopted, and the rules and regulations governing the use thereof as same may be hereafter established.

- (f) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Corporation pursuant to said Declaration.

#### ARTICLE SIX

The qualification of the members, the manner of their admission to membership and termination of such membership, and voting by members shall be as follows:

1. The persons who are owners of each lot shall all be members of the Corporation, and no other persons or entities shall be entitled to membership, except as provided in Item 5 of Article six herein.

2. Membership shall be established by the acquisition of fee title to a lot, or by acquisition of a fee ownership interest therein, whether by conveyance, devise, judicial decree or otherwise, and the membership of any person shall be automatically terminated upon his being divested of all title to the fee ownership interest in any lot.

3. The interest of a member in the funds and assets of the Corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his lot. The funds and assets of the Corporation shall belong solely to the Corporation subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in said Declaration, and in said By-Laws.

4. On all matters on which the membership shall be entitled to vote, each lot shall have one vote, which vote may be exercised or cast by the owner or owners of each lot in such manner as may be provided in the By-Laws hereafter adopted by the Corporation. Provided, however, during the "Declarant Control Period", as defined in the Declaration, the Declarant shall have expanded voting rights as more fully set forth in the Declaration.

#### ARTICLE SEVEN

The principal office of the Corporation shall be located at 57171 E., Hwy. 125, Afton, Oklahoma 74331, but the Corporation may maintain offices and transact business in such other places within or without the State of Oklahoma as may from time to time be designated by the Board of Directors.

#### ARTICLE EIGHT

The affairs of the Corporation shall be administered by the following officers who shall be elected by the Board of Directors as provided in the By-Laws: A President, a Secretary, a

Treasurer and such other officers or assistants as determined by the Board of Directors. One person may hold any two offices except the President may not hold the office of Secretary. The President shall be a member of the Board of Directors. The Board of Directors, or the President, with the approval of the Board of Directors, may employ such personnel or entities to administer or assist in the administration of the operation and management of the development and the affairs of the Corporation, and any such person or entity may be so employed without regard to whether such person or entity is a member of the Corporation or a Director or officer of the Corporation.

#### ARTICLE NINE

The affairs of the Corporation shall be managed by the Board of Directors. The number of members of the first Board of Directors of the Corporation shall be three (3). The number of members of succeeding Boards of Directors shall be as provided from time to time by the By-Laws of the Corporation. The members of the Board of Directors shall be elected by the members of the Corporation at the annual meeting of the membership as provided by the By-Laws of the Corporation, except as hereinafter provided. Members of the Board of Directors need not be members of the Corporation.

#### ARTICLE TEN

The members of the first Board of Directors, who may not be removed, are subject to the provisions of this Certificate of Incorporation, the By-Laws and the laws of the State of Oklahoma. They will hold office for one (1) year or until their successors are elected, as provided in the By-Laws. The name and post office addresses of the first Board of Directors are as follows:

<u>Name</u>	<u>Address</u>	<u>City &amp; State</u>
Hal Tompkins	57171 E., Hwy. 125	Afton, Oklahoma 74331
Tyson Tompkins	57171 E., Hwy. 125	Afton, Oklahoma 74331
Mike Cox	3851 S. 4250 Rd.	Chelsea, Oklahoma 74016

#### ARTICLE ELEVEN

The officers of the Corporation who shall serve until the first election under this Certificate shall be the following:

President	Hal Tompkins
Secretary/Treasurer	Mike Cox



#### ARTICLE TWELVE


The original By-Laws of the Corporation shall be adopted by the Board of Directors, and thereafter, such By-Laws may be altered or rescinded only in such manner as said By-Laws may provide.


#### ARTICLE THIRTEEN

An amendment or amendments to this Certificate of Incorporation may be proposed by the Board of Directors of the corporation acting upon a vote of the majority of the Directors, or by the members of the Corporation holding twenty-five percent (25%) of the votes, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to this Certificate being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Corporation, or other officer of the Corporation in the absence of the President, who shall thereupon call a special meeting of the members of the Corporation for a date not sooner than ten (10) days nor later than sixty (60) days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting, stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than five (5) days nor more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his post office address as it appears on the records of the Corporation, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Corporation, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting the amendment or amendments proposed must be approved by an affirmative vote of the members representing not less than seventy-five percent (75%) of the outstanding votes. Thereupon, such amendment or amendments of this Certificate shall be transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of State; a certified copy thereof shall be recorded in the public records of Delaware County, Oklahoma. At any meeting held to consider such amendment or amendments of this Certificate, the written vote of any member of the Corporation shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Corporation at or prior to such meeting. No amendment to this Certificate of Incorporation shall be permitted without the consent of the Incorporators; provided, however, such consent shall not be required after the expiration of three (3) years after the recordation of the Declaration.

IN WITNESS WHEREOF, the Incorporators have hereunto set their hands and seals this 30<sup>th</sup> day of January, 2008.

I-2008-001034 Book 1804 Pg: 598  
01/31/2008 1:59 pm Pg 0568-0613  
Fee: \$ 103.00 Doc: \$ 0.00  
Carol Fortner - Delaware County Clerk  
State of Oklahoma

  
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Hal Tompkins

  
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Tyson Tompkins

  
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Mike Cox