

OFFICE OF THE SECRETARY OF STATE



CERTIFICATE OF INCORPORATION

*To all to Whom these Presents shall Come, Greetings:*

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

**LONGVIEW LAKE ASSOCIATION, INC.**

*have been filed in the office of the Secretary of State on the* 18th *day*  
*of* FEBRUARY *A. D., 19* 69 *, as provided by the Laws of the*  
*State of Oklahoma.*

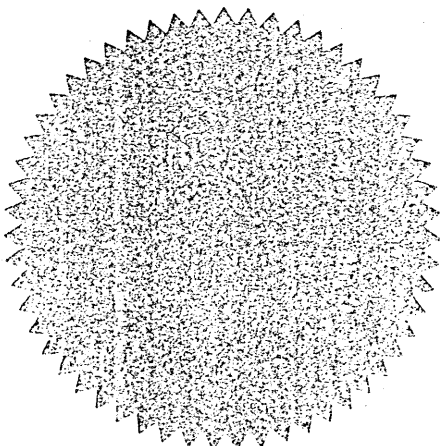
**NOW THEREFORE,** *I, the undersigned, Secretary of State of the State of*  
*Oklahoma by virtue of the powers vested in me by law, do hereby issue this Certificate*  
*of Incorporation.*

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

*Done at the City of Oklahoma City, this* 18th  
*day of* February *A. D. 19* 69

*John Rogers*  
Secretary of State

*By: L. L. Callaway*  
Assistant Secretary of State



ARTICLES OF INCORPORATION

of

LONGVIEW LAKE ASSOCIATION, INC.

Tulsa, Oklahoma

FILED

February 18th, 1969

JOHN ROGERS

Secretary of State

FEES:

\$ 5.00 Charter

Rec. & Filing

Misc.

Cert. Copy

Seal

\$ 5.00

1177 #

Del. to:

C.E. Norman  
1414 1st National Bldg.  
Tulsa, Oklahoma

ARTICLES OF INCORPORATION  
LONGVIEW LAKE ASSOCIATION, INC.

TO THE SECRETARY OF STATE OF STATE OF OKLAHOMA

We, the undersigned incorporators:

Name	Address
R. C. Dickenson	6355-B East 41st Street, Tulsa, Oklahoma
Joan A. Dickenson	6355-B East 41st Street, Tulsa, Oklahoma
Tom Grant, Jr.	Philtower Building, 427 South Boston, Tulsa, Oklahoma

do hereby voluntarily associate ourselves for the purpose of forming a  
nonprofit corporation under the Business Corporation Act of the State of  
Oklahoma.

ARTICLE I

The name of this corporation shall be LONGVIEW LAKE ASSOCIATION  
INC., hereafter called the "Association."

ARTICLE II

The principal office of the Association is located at 1414 1st  
NATIONAL BLDG., Tulsa, Oklahoma.

ARTICLE III

Clarke W. Ford, whose address is 1414 First National Building,  
Tulsa, Oklahoma, is hereby appointed the initial registered agent of this  
Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association is formed for purposes not involving pecuniary  
gain or profit to the members thereof, and shall have no capital stock.  
The specific purposes for which it is formed are to provide for the  
enhancing and protecting the value, desirability and attractiveness of  
the real property within that certain tract of property described as:

LONGVIEW LAKE ESTATES BLOCKS 1 - 14,  
an addition to the City of Tulsa, Oklahoma;

## ARTICLE V

### MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Living Unit which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Living Unit which is subject to assessment by the Association. Ownership of such Lot or Living Unit shall be the sole qualification for membership.

## ARTICLE VI

### VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all those Owners as defined in Article V with the exception of the Declarant. "Declarant" shall mean and refer to Suburban Development Company, its successor or successors by any merger, consolidation or sale or transfer of assets, or any other corporation controlled by R. C. Dickenson to which all or any portion of the property hereinabove described may be conveyed, and any other person or entity who may acquire undeveloped land which is subject by covenants of record to assessment by the Association. Class A members shall be entitled to two (2) votes for each Lot in which they hold the interest required for membership by Article V. Class A members who own a Living Unit shall be entitled to one (1) vote for each living unit in which they own an interest required for membership in Article V. When more than one person holds such interest in any Lot or Living Unit, all such persons shall be members. The vote for such Lot or Living Unit shall be exercised as they among themselves determine.

defined above). The Class B member shall be entitled to six (6) votes for each Lot in which it holds the interest required for membership by Article V and three (3) votes for each Living Unit until such Living Unit is first sold or leased; provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class

A membership equal the total votes outstanding

in the Class B membership; or

(b) on July 29, 1973.

## ARTICLE VII

### BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of not less than three (3) nor more than eleven (11) Directors, the names and addresses of the persons who will serve as initial directors are:

R. C. Dickenson  
Joan A. Dickenson  
Tom Grant, Jr.

6355-B East 41st Street, Tulsa, Oklahoma  
6355-B East 41st Street, Tulsa, Oklahoma  
Philtower Building, 427 South Boston, Tulsa,  
Oklahoma

## ARTICLE VIII

### LIABILITIES

The highest amount of indebtedness or liability, direct or contingent, to which this Association may be subject at any one time shall not exceed \$15,000.00 while there is a Class B membership, and thereafter shall not exceed 150 percent of its income for the previous fiscal year; provided that additional amounts may be authorized by the assent of two-thirds (2/3) of the votes of the membership.

## ARTICLE IX

### ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. The association may, at any time, annex additional properties and common areas to the properties described in Article IV,

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and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association by annexation, as provided in Article IX herein, and for this purpose to:

(a) own, acquire, build, operate, and maintain recreation facilities and structures of any and all kinds for the use and benefit of members of the Association, and their families and guests.

(b) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded in Book 3857, Page 34, in the Office of the County Clerk of Tulsa County, Oklahoma, and as the same may be amended from time to time as therein provided.

(c) fix, levy, collect and enforce payment by any lawful means all charges or assessments pursuant to the terms of the Declaration; 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;

(d) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(e) borrow money, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and

(f) have and to exercise any and all powers, rights and privileges which a corporation organized under the Business Corporation Act of the State of Oklahoma by law may now or hereafter have or exercise.

and so add to its membership under the provisions of Article V.

Annexation of additional property shall require the assent of two-thirds ( $2/3$ ) of the votes of the Class A members and two-thirds ( $2/3$ ) of the votes of the Class B members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The presence of members present in person or by proxy entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half ( $1/2$ ) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event at any such meeting there are not sufficient members present in person or by proxy to cast two-thirds ( $2/3$ ) of all those votes eligible to be cast by the Class A membership or by the Class B membership or both, but there are sufficient members present in person or by proxy to constitute a quorum as hereinabove defined, or in the event there are sufficient members present in person or by proxy to cast two-thirds ( $2/3$ ) of said votes but such members fail to assent to the annexation of such additional property by the vote required for such annexation, members not so present at such meeting may, within thirty (30) days thereafter give their written assent to such annexation and upon the delivery of such written assents to the Secretary of the Association within such time, the votes of such members not so present at such meeting shall be deemed votes cast at such meeting in favor of such annexation.

Section 2. If the Declarant should develop additional lands within an area described as follows:

All that part of the E/2 E/2 SE/4 and the E/2 SE/4 SE/4 NE/4 of Section 13, Township 19 North, Range 13 East and all that part of Lots 1, 2, 3, and 4 and the SE/4 NW/4 and the E/2 SW/4 of Section 18, Township 19 North, Range 14 East of the Indian Base and Meridian, all in Tulsa County, Oklahoma, more particularly described as follows, to-wit:

Beginning at the southeast corner of said E/2 SW/4; thence N 89°50'46" W along the south boundary of said Section 18 a distance of 1566.63 feet; thence due North, 157.72 feet; thence northwesterly on a curve to the left having a radius of 149.00 feet a distance of 234.05 feet; thence due West a distance of 879.63 feet; thence northwesterly on a curve to the right having a radius of 426.00 feet a distance of 285.02 feet; thence N 51°39'58" W a distance of 38.35 feet; thence N 0°11'43" W a distance of 1920.27 feet; thence northeasterly on a curve to the right having a radius of 100 feet a distance of 85.00 feet; thence northwesterly on a curve to the left having a radius of 300.00 feet a distance of 253.41 feet to a point in the north boundary of said E/2 E/2 SE/4, 210.00 feet from the northeast corner thereof; thence due North a distance of 424.21 feet; thence due East a distance of 210.00 feet to a point in the east boundary of said E/2 SE/4 SE/4 NE/4 of Section 13, 424.21 feet from the southeast corner thereof; thence due North along the east boundary of said Section 13 a distance of 1933.32 feet to a point in the southerly right-of-way line of Skelly Drive, 281.35 feet from the northeast corner of said Section 13; thence northeasterly along said right-of-way line a distance of 352.36 feet; thence due North 50.00 feet to a point in the north boundary of said Lot 1, 266.29 feet from the northwest corner of said Lot 1; thence S 89°52'13" E along the north boundary of said Lot 1 a distance of 976.98 feet to the northeast corner of said Lot 1; thence S 0°06'52" W along the east boundary of said Lots 1 and 2 a distance of 1469.56 feet to the southwest corner of LADD ACRES, an Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the official recorded plat thereof; thence S 89°51'50" E along the south boundary of said LADD ACRES ADDITION parallel to and 150.00 feet from the north boundary of said SE/4 NW/4 a distance of 1321.58 feet to a point in the east boundary of said SE/4 NW/4; thence S 0°09'27" W along the east boundary of said SE/4 NW/4 and E/2 SW/4 a distance of 3809.10 feet to the point of beginning.

such additional lands may be annexed to said Properties without the assent of the Class A members; provided however, that the development of the additional lands described in this section shall be in accordance with a general plan submitted to and approved by the Federal Housing Administration and the Veterans Administration in connection with the



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development of that real property hereinabove first described, which general plan shows the proposed additions to the Properties and contains (a) a general indication of size and location of such additions and proposed land uses in each addition; (b) the approximate size and location of the Common Area, if any, proposed for each addition; (c) the general nature of proposed common facilities and improvements to be constructed upon such Common Area, if any; (d) a statement that the proposed addition, if made, will become subject to assessment for their just share of the Association; and (e) a schedule for termination of the Declarant's right under the provisions of this section to bring additional lands into the Properties. Such general plan shall not bind the Declarant to make the proposed additions or to adhere to the plan in any subsequent development of the land shown thereon. Detailed plans for the development of additional lands must be submitted to the Federal Housing Administration and the Veterans Administration prior to such development. If either the Federal Housing Administration or the Veterans Administration determines that such detailed plans are not in accordance with the general plan on file and either agency so advises the Association and the Declarant, the annexation of the additional lands within that area above described must have the assent of those members entitled to cast two-thirds (2/3) of the votes of the Class A membership at a meeting duly called for this purpose. Written notice of said meeting setting forth the purpose thereof shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At this meeting, the presence of members in person or by proxy entitled to cast sixty percent (60%) of all of the votes of the Class A membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required

quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event at any such meeting there are not sufficient members present in person or by proxy to cast two-thirds (2/3) of all those votes eligible to be cast by the Class A membership but there are sufficient members present in person or by proxy to constitute a quorum as hereinabove defined, or in the event there are sufficient members present in person or by proxy to cast two-thirds (2/3) of said votes but such members fail to assent to the annexation of such additional property by the vote required for such annexation, members not so present at such meeting may, within thirty (30) days thereafter give their written assent to such annexation and upon the delivery of such written assents to the Secretary of the Association within such time, the votes of such members not so present at such meeting shall be deemed votes cast at such meeting in favor of such annexation.

#### ARTICLE X

##### MERGERS AND CONSOLIDATIONS

To the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes; provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the votes of the entire Class A membership and two-thirds (2/3) of the votes of the entire Class B membership, if any.

#### ARTICLE XI

##### AUTHORITY TO MORTGAGE

Any mortgage by the Association of the lands owned by the Association shall have the assent of two-thirds (2/3) of the votes of the entire Class A membership and two-thirds (2/3) of the votes of the Class B membership, if any.

## VX ARTICLE XII

### ARTICLE XII AUTHORITY TO DEDICATE

The Association shall have the power to dedicate, sell or transfer all or any part of its lands or any easement which it holds to any public 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 an instrument has been signed by members entitled to cast two-thirds (2/3) of the votes of the entire Class A membership and two-thirds (2/3) of the votes of the entire Class B membership, if any, agreeing to such dedication, sale or transfer.

## ARTICLE XIII

### DISSOLUTION

The Association may be dissolved by appropriate resolution approved by not less than two-thirds (2/3) of the votes of the entire Class A membership and two-thirds (2/3) of the votes of the entire Class B membership, if any. Upon dissolution of the Association, the assets, both real and personal of the Association, shall be dedicated to an appropriate public agency 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 nonprofit corporation, association, trust or other organization to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by the Association.

## ARTICLE XIV

### DURATION

The corporation shall be in duration for a period of fifty (50) years.

## ARTICLE XV

### MEETINGS FOR ACTIONS GOVERNED BY ARTICLES VIII, IX, X, XI, AND XIII

In order to take action under Articles VIII, IX, X, XI, and XIII, there must be a duly held meeting of the members of the Association. Written notice, setting forth the purpose of the meeting shall be given to all members not less than 5 days nor more than 30 days in advance of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum, except for Article IX, Section 2, where the quorum requirement is specifically set forth.

QUORUM

If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. Members not present either in person or by proxy at a meeting may give their written assent to any action taken and the votes for such members shall be included and recorded in favor of any action requiring more than a simple majority of the votes cast.

## ARTICLE XVI

### AMENDMENTS

Amendment of these Articles shall require the assent of 75 percent (75%) of the votes of the entire membership.

## ARTICLE XVII

### FHA/VA APPROVAL

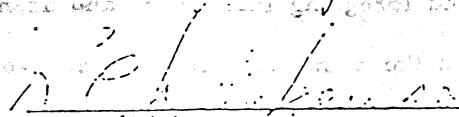
As long as there is a Class B membership the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties,

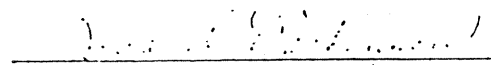
mergers and consolidations, mortgaging or dedication of lands of the

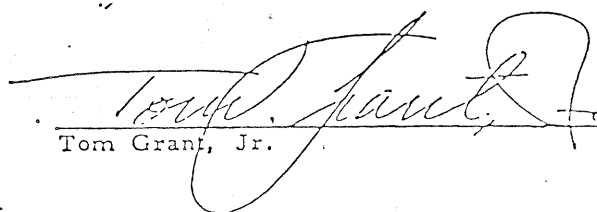
Association, dissolution and amendment of these Articles.

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 Association, have executed these Articles of .

Incorporation this 13<sup>th</sup> day of January, 1947.

  
R. C. Dickenson

  
Joan A. Dickenson

  
Tom Grant, Jr.

STATE OF OKLAHOMA )

ss.

COUNTY OF TULSA )

Before me, a Notary Public in and for said County and State,

on this 13<sup>th</sup> day of July, 1977,

personally appeared R. C. Dickenson, Joan A. Dickenson, and Tom

Grant, Jr., to me known to be the identical persons who executed

the within and foregoing instrument and acknowledged to me that

they executed the same as their free and voluntary act and deed

for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above  
written.

[Signature]  
Notary Public

My Commission expires:

June 4, 1978