

#4492

NEVER FAIL BUILDERS, INC.

#275305

TO

PLAT

THE PUBLIC

Dated: May 16, 1984

Filed: May 30, 1984 @ 1:22 PM

BLOCKS 1, 2, 3 & 4

OF

KINGSRIDGE ESTATES

A RESUBDIVISION OF BLOCK -5

IN

BLOCKS 4, 5 AND 6 OF GLENEAGLES

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That NEVER FAIL BUILDERS, INC., is the owner in fee simple of real estate and premises situated in Tulsa County, State of Oklahoma, and described as follows:

A tract of land, containing 10.0150 acres, that is a resubdivision of Block-5 in Blocks 4, 5, & 6 of GLENEAGLES, a Subdivision of a part of the NE 1/4 of Section-1, T-18-N, R-13-E, City of Tulsa, Tulsa County, Oklahoma.

And Never Fail Builders, Inc., hereinafter referred to as the "Owner", has caused the described realty to be surveyed, staked, platted and subdivided into lots, blocks, Reserve "A" and Reserve "B", in conformity with the accompanying plat and has designated the same as "Blocks 1, 2, 3, & 4 of KINGSRIDGE ESTATES", A Resubdivision of Block -5 in Blocks 4, 5 & 6 of GLENEAGLES, A Subdivision of a part of the NE 1/4 of Section -1, T-18-N, R-13-E, City of Tulsa, Tulsa County, Oklahoma.

SECTION 1. RESTRICTED DRAINAGEWAY AND UTILITY EASEMENTS

The owner does hereby dedicate for public use the utility easements as shown and designated on the accompanying plat, for the several

purposes of constructing, maintaining, repairing, removing and replacing any and all public utilities, including storm and sanitary sewers, communication lines, electric power lines and transformers, gas lines and water lines, together with all fittings and equipment for each of such facilities including the poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto, with right of ingress and egress to said easements for uses and purposes aforesaid; provided, however, that the undersigned owner hereby reserves the right to construct, maintain, operate, lay and relay water lines and sewer lines, together with the right of ingress and egress over, across and along all of the easement areas shown on the plat, both for the purpose of furnishing water and/or sewer service to the area included within the plat.

#### 1.1 ELECTRIC AND COMMUNICATION SERVICE

1.1.1 Overhead pole lines for the supply of electric and communication service may be located along the north and west 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, shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways.

1.1.2 Except to houses on lots described in paragraph 1.1.1 above, which may be served from overhead electric and communication 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 communication 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.

1.1.3 The suppliers of electric and communication service, through their 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 in installing, maintaining, removing or replacing any portion of said underground electric and communication facilities so installed by it.

1.1.4 The owner of each lot shall be responsible for the protection of the underground electric and communication facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric and communication facilities. The Companies will be responsible for ordinary maintenance of underground electric and communication 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.

1.1.5 The foregoing covenants concerning underground electric and communication facilities shall be enforceable by the supplier of electric and communication service, and the owner of each lot agrees to be bound hereby.

## 1.2 WATER AND SANITARY SEWER SERVICE.

1.2.1 The owner of each lot shall be responsible for the protection of the public water mains and of the public sanitary sewer facilities located on his lot and shall prevent the alteration of grade in excess of three feet (3') from the original contours or any constructing activity which may interfere with said public water mains and/or public sanitary sewer facilities. Said alteration of grade restrictions shall be limited to easement areas.

1.2.2 The City of Tulsa or its successors will be responsible for ordinary maintenance of public water mains and public sanitary sewer 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.

1.2.3 The City of Tulsa or its successors through its proper agents and employees shall at all times have right of access with their equipment 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 water and sewer facilities.

1.2.4 The foregoing covenants concerning water and sewer facilities shall be enforceable by the City of Tulsa or its successors, and the owner of each lot agrees to be bound hereby.

1.2.5 The owner or homeowners association shall be responsible for repair and replacement of landscape and paving in the event it is necessary to repair the water main.

1.3 RESERVE "A" PRIVATE STREET

Reserve "A" is hereby set aside and reserved as a private street for the purpose of providing vehicular and pedestrian access to each lot in the addition from public dedicated streets. Reserve "A" is further reserved for the exclusive but mutual use and benefit of the owners of lots in this addition, their tenants, guests and invitees subject only to the right of reasonable use thereof for their respective normal and customary purposes by (a) the operators of ambulances or other emergency vehicles, and (b) law enforcement agencies of the City of Tulsa, The County of Tulsa, The State of Oklahoma and the United States of America, and (c) The City of Tulsa Fire Department, and (d) The United States Postal Service, and (e) All public utility companies providing a public utility service to, from or within the addition or owning or operating public utility facilities located within the addition, and (f) all other agencies of the City of Tulsa, The County of Tulsa, State of Oklahoma and United States of America for use thereof as necessary or incidental to the performance of a governmental function or duty of such agency, and (g) the operators of refuse collection services. Notwithstanding any provision contained in this certificate, expressed or implied, under no circumstances is this mutual access easement to be considered as dedicated to the public or as a public easement, it being expressly intended that Reserve "A" be a private street as shown on the accompanying plat of the addition.

1.4 RESERVE "B" (RESTRICTED DRAINAGEWAY EASEMENT)

The area designated on the accompanying plat as restricted drainageway easement is hereby established by grant of the owner as a perpetual easement for the purpose of permitting the flow, conveyance and discharge of storm water runoff from the various lots within this subdivision and from properties outside this subdivision. Drainage facilities constructed in said drainageway area shall be in accordance with standards prescribed by the City of Tulsa and plans and specifications approved by the City Engineer of the City of Tulsa. Said restricted drainageway easement and facilities shall be maintained by the lot owners of this subdivision at their cost in accordance with standards prescribed by the City of Tulsa. In the event said lot owners should fail to adequately and properly maintain said restricted drainageway easement and facilities the City of Tulsa or its designated contractor may enter upon said area, perform said maintenance, and the cost of performing said maintenance shall be paid by said lot owners proportionately on the basis of lot ownership. In the event said lot owners fail to pay the cost of said maintenance or any part thereof within thirty (30) days after completion of said maintenance, said cost shall be a lien against all lots in the subdivision for which proportionate payment has not been made, which lien may be foreclosed by the City of Tulsa. No fence, wall, planting, building or other obstruction may be placed or maintained in said restricted drainageway easement without approval of the City Engineer

of Tulsa, and there shall be no alteration of the grades or contours in said restricted drainageway easement without the approval of said city engineer. Said easement or any part thereof may be terminated, released, and canceled upon resolution being adopted by the Tulsa Board of Commissioners providing such.

## SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

Whereas, "Blocks 1, 2, 3, & 4 of KINGSRIDGE ESTATES" was processed as planned unit development No. 281, pursuant to sections 1100 through 1170 of Title 42, Tulsa revised ordinances of the City of Tulsa as the same as existed on April 7, 1982, which planned unit development No. 281 was approved by the Tulsa Metropolitan Area Planning Commission on April 7, 1982, and by the Board of Commissioners of the City of Tulsa on June 1, 1982, by ordinance No. 15405, and was amended by the Tulsa Metropolitan Area Planning Commission on July 28, 1982, and

Whereas, planned unit development No. 281 was amended by a minor amendment, Planned Unit Development No. 281-4, which minor amendment was approved by the Tulsa Metropolitan Area Planning Commission on April 18, 1984.

Now, Therefore, the owner for the purpose of providing an orderly development of the planned unit development No. 281, as amended by planned unit development No. 281-4, and for the purpose of insuring adequate restrictions for the mutual benefit of the owner, his successors, executors, administrators, grantees, and assigns, and the City of Tulsa, Oklahoma, does hereby impose the following restrictions and covenants which shall be covenants running with the land and which shall be enforceable by the owner or owners of any property within "Blocks 1, 2, 3, & 4, of KINGSRIDGE ESTATES" and by the City of Tulsa, Oklahoma.

2.1 Within "Blocks 1, 2, 3, & 4 of KINGSRIDGE ESTATES", the following development standards and restrictions shall apply:

2.1.1 Detached single-family residential dwelling units, and customary accessory uses, shall be the only uses permitted, except that on lot-13, Block-3, recreational uses including clubhouses, tennis courts, swimming pools and similar recreation facilities may also be permitted.

2.1.2 A maximum of 70 dwelling units shall be permitted

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2.1.3 The Maximum building height shall be two stories, provided that within 50 feet of the west boundary line of Block -1 the maximum building height shall be one story.

2.1.4 The minimum building setback shall be:

From the Right-of-Way lines of E. 65TH ST.  
So. and So. 91ST E. Ave. 25FT.

From the West Boundary Line of Block-1 25FT.

From the North Boundary Line of Block-1 20FT.

From the Front Lot Line 18FT.

From the Rear Lot Line 12.5FT.\*

From the Side Lot Lines 5FT.\*\*

\*EXCEPT Lots on the West Boundary of Block-1, which shall have a rear yard of not less than 25 feet for 1-Story Buildings and not less than 50 feet for 2-Story Buildings, and EXCEPT Lots on the North Boundary of Block-1 which shall have a rear yard of not less than 20 feet.

\*\*One Side Yard Building Setback on each lot may be reduced to a minimum of 3 feet, provided that all dwellings shall be separated by at least 10 feet.

2.1.5 The minimum size of any dwelling unit excluding garages shall be 1,350 square feet.

2.1.6 A minimum of 2,000 square feet of livability space as defined in the Tulsa Zoning Code, as the same existed on April 7, 1982, shall be provided for each dwelling unit.

2.1.7 A minimum of Two Off-Street Parking Spaces shall be provided for each dwelling unit. At least one of the required Off-Street Parking Spaces shall be enclosed.

2.1.8 No black composition shingles or other black roof covering shall be permitted.

2.1.9 No Building shall have a roof pitch of less than 2 inches in 12 inches, EXCEPT for mansard style roofs; Provided, However, that flat roofs with an area not exceeding 20 percent of a total roof area shall be allowed.

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2.1.10 No Chain-link or other wire or metal fences shall be permitted on or along the West boundary line of Block-1.

### SECTION III. SINGLE FAMILY RESTRICTIONS

#### 3.1 Development Restrictions.

3.1.1 Each lot shall receive and drain in an unobstructed manner all storm and surface water. The owner of each lot shall not construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across his lot.

3.1.2 Exterior Television, CB Radio, or other type antenna shall not be erected on any residence or lot anywhere in the addition, without the approval of the Homeowner's Association.

#### 3.1.3 FENCING

A. No Fencing shall extend beyond the front building line, nor shall any fence exceed \_\_\_\_\_ feet in height, without the approval of the Homeowner's Association.

B. Chain Link, Barbed Wire, Wire Mesh or other metal fencing shall not be permitted on any lot in the addition, except as may be erected on the perimeter of the addition by the grantor for security of the addition.

3.1.4 No trade, business or any noxious or offensive activity shall be permitted anywhere in the addition, no lot or residence shall be permitted to become in an unsightly condition. Animals or Fowls shall not be kept or permitted except as domestic and household pets, provided such pets shall not be kept, bred or maintained for any commercial purpose.

3.1.5 Boats, trailers, campers (mobile or otherwise) or like recreational equipment shall not be stored on any lot unless enclosed in the garage or screened from view from any direction. Recreational vehicles may be parked on or in the street or owner's lot not longer than a period of Twenty-four (24) hours. Inoperative vehicles or machinery shall not be stored or parked on any lot.

3.1.6 Structures of a temporary nature, Trailer Homes, Motor Homes, or similar vehicles shall not be used on any lot at any time as a residence.

SECTION IV. HOMEOWNER'S ASSOCIATION

4.1 Formation of Homeowner's Association.

The owner shall cause to be formed a property owner's association (hereinafter referred to as the "Association"), a non-profit corporation established pursuant to the statutes of the State of Oklahoma, for the general purposes of maintaining the drives, private streets, reserve areas "A" and "B", Lot-13, Block-3, Recreation facilities, and other common areas and enhancing the value, desirability and attractiveness of "Blocks 1, 2, 3, & 4 of KINGSRIDGE ESTATES". The formation of such association shall occur prior to the close of the sale of any individual lot by owner and shall be subject to the provisions of a separate instrument which shall supplement this Deed of Dedication upon its proper execution by the owner and its recordation in the records of the County Clerk of Tulsa County, Oklahoma, such recorded instrument shall provide for the membership requirement of the Association, its duties and the method of assessing its members.

SECTION V. TERM, AMENDMENT AND ENFORCEMENT

5.1 The Covenants and Restrictions set forth herein shall be Covenants which shall run with the land and which shall be binding upon and enforceable by the owner, his successors, executors, administrators, grantees and assigns, by the beneficiaries of the covenants set forth in Section I hereof with respect to such covenants only, and by the City of Tulsa, Oklahoma until March 1, 2004, at which time such covenants and restrictions shall be extended for successive periods of ten (10) years. This Declaration may be amended, with the approval of the City of Tulsa during the first Twenty (20) year period by an instrument signed by not less than Ninety Percent (90%) of the lot owners, and thereafter by instrument signed by not less than Seventy-five (75%) of the lot owners; Provided that nothing herein contained shall be construed, either expressly or impliedly, as prohibiting, limiting or restricting the right of any of the owners of "Blocks 1, 2, 3, & 4 of KINGSRIDGE ESTATES" from applying for and obtaining at any time hereafter an Amendment to Planned Unit Development No. 281, or applying for the Rezoning of "Blocks 1, 2, 3, & 4 of KINGSRIDGE ESTATES".

5.2 In the event the owner or any of his successors, grantees lessees or assigns, or any person claiming under them, shall violate or breach any of the Covenants and Restrictions set forth herein or imposed hereby, any person or persons owning a lot or parcel within "Blocks 1, 2, 3, & 4 of KINGSRIDGE ESTATES", the beneficiaries of the Covenants as set forth in Section I hereof with respect to such Covenants only, or the City of Tulsa, Oklahoma, shall have the right to maintain an action at law or in equity against the person or persons attempting to violate any of such Covenants or Restrictions

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to prevent violation or to recover damages for the violation thereof. Invalidation of any of the Covenants or Restrictions set forth herein by Judgement or other action shall not affect the validity of any Covenant or Restriction which shall remain in full force and effect.

In Witness Whereof, NEVER FAIL BUILDERS, INC., has executed this Declaration this 16 day of May, 1984.

(SEAL)

ATTEST:

By Bonnie M. Clough,  
Secretary

NEVER FAIL BUILDERS, INC.

By: NEVER M. FAIL, JR.,  
President

STATE OF OKLAHOMA )  
                          ) SS  
COUNTY OF TULSA )

Before me, the undersigned, a Notary Public in and for said County and State, on this 16 day of May, 1984, personally appeared Never M. Fail, Jr., to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed of such Corporation, for the uses and purposes therein set forth.

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

(SEAL)

My Commission expires:  
March 12, 1988

KATHY HUNERYAGER,  
Notary Public

CERTIFICATE OF SURVEY

We, SISEMORE-SACK-SISEMORE & ASSOC., INC., an Oklahoma Corporation do hereby certify that we have carefully and accurately surveyed, subdivided, staked and platted the tract of land described above and that the accompanying Plat of the above designated "BLOCKS 1, 2, 3, & 4 of KINGSRIDGE ESTATES", A Resubdivision of Block-5 in Blocks 4, 5, & 6 of GLENEAGLES, a Subdivision of a part of the NE 1/4 of Section 1, T-18-N, R-13-E, City of Tulsa, Tulsa County, Oklahoma, is a true and correct representation of said survey, dated this 10th day of May, 1984.

SISEMORE-SACK-SISEMORE & ASSOC., INC.

(SEAL)

ATTEST:

Patrick A. Sisemore,  
Secretary

By: Theodore A. Sack, President  
Registered Land Surveyor  
Oklahoma No. 1139

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STATE OF OKLAHOMA )  
                          ) SS  
COUNTY OF TULSA )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 10th day of May, 1984, personally appeared Theodore A. Sack, to me known to be the identical one who subscribed the name of SISEMORE-SACK-SISEMORE & ASSOC., INC., to the foregoing certificate as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed of such firm for the uses and purposes therein set forth.

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

(SEAL)  
My Commission Expires:  
Aug. 24, 1985.

LLOYD W. RICHARDSON,  
Notary Public

#### CERTIFICATE

As provided in Title 11, Chapter 13, Section 514 of the Oklahoma Statutes, I hereby certify that as to all real estate taxes involved in this plat, all such taxes have been paid as reflected by the current tax rolls and security as required by said Section 514, has been provided in the amount of \$124.18 per trust receipt no. 3038 to be applied to 1984 taxes not as yet certified to me.

This certification is NOT to be construed as payment of 1984 taxes in full but is given in order that this plat may be filed of record. 1984 taxes could exceed the amount of the security deposit.

Dated 5-30, 1984  
JOHN F. CANTRELL  
TULSA COUNTY TREASURER

By Judy Blickensderfer  
Deputy

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FINAL PLAT  
CERTIFICATE OF APPROVAL

I hereby certify that this Plat was approved by the Tulsa Metropolitan Area Planning Commission on Apr 25, 1984.

Robert Gardner  
Assist. Director

This Approval is void if this Plat is not filed in the office of the County Clerk on or before Apr 25, 1985.

Wm. D. Vondrehle  
County or City Engineer

APPROVED May 25, 1984 by the Board of Commissioners of the City of Tulsa, Oklahoma.

Terry Young,  
Mayor

F. F. Campbell,  
Attest: City Auditor

Neil E. McNeill  
Approved: City Attorney

5359 S. SHERIDAN 74145

SISEMORE SACK - SISEMORE

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RESTRICTED DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS: 291397

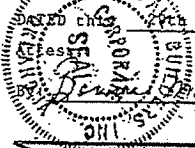
That the undersigned NEVER FAIL BUILDERS, INC. (hereinafter called Second Party, whether individual(s) or corporation), the owner of the legal and equitable title to the following described real estate situated in the City of Tulsa, Tulsa County, State of Oklahoma, for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid by the City of Tulsa, Oklahoma (hereinafter called City, as First Party), and other good and valuable considerations, receipt of which are hereby acknowledged, does hereby grant and convey unto the said City, an easement, through, over, under and across the following described property, situated in said County, to-wit:

A 25.00' WIDE TRACT OF LAND IN RESERVE "A" AND LOT-13, BLOCK-3 "KINGSRIDGE ESTATES", AN ADDITION TO THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA, AND BEING DESCRIBED AS FOLLOWS, TO-WIT: "BEGINNING AT A POINT" ON THE EASTERLY LINE OF BLOCK-3, SAID POINT BEING 125.75' SOUTHERLY OF THE NORTHEAST CORNER THEREOF; THENCE S 0°-04'-14" E ALONG THE EASTERLY LINE OF BLOCK-3 A DISTANCE OF 39.19' TO A POINT OF CURVE; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 2°-31'-15" AND A RADIUS OF 970.00' A DISTANCE OF 42.68'; THENCE S 87°-24'-31" W A DISTANCE OF 25.00'; THENCE N 2°-35'-29" W A DISTANCE OF 0.00'; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 2°-31'-15" AND A RADIUS OF 995.00' A DISTANCE OF 43.78'; THENCE N 0°-04'-14" W A DISTANCE OF 39.22'; THENCE DUE EAST A DISTANCE OF 25.00' TO THE "POINT OF BEGINNING" OF SAID 25.00' WIDE TRACT OF LAND.

The sole purpose of this easement is to grant to the City, its officers, agents, employees, and/or all persons under contract with it, the right to enter upon said premises and strip of land for the purpose of constructing, maintaining, operating, removing and replacing storm water drainage facilities in accordance with standards adopted by the City of Tulsa and in accordance with plans and specifications approved by the City Engineer of the City of Tulsa. No fence, wall, planing, building or other obstruction may be placed or maintained in said drainageway hereby dedicated and there shall be no alteration of the grades or contours in said dedicated area without the approval of said City Engineer of the City of Tulsa. No obstructions may be placed in said drainageway which would prevent ingress and egress to same by maintenance vehicles or which would prevent said vehicles traveling on said drainageway for maintenance purposes:

TO HAVE AND TO HOLD Such easement and right-of-way unto the City of Tulsa, its successors or assigns, forever.

DATED this 27th day of June, A. D., 1984.



NEVER FAIL BUILDERS, INC.

By: Never Fail Jr. NEVER FAIL, JR., PRESIDENT

STATE OF OKLAHOMA ) ) SS. COUNTY OF TULSA )

Before me, the undersigned, a Notary Public, within and for said County and State, on this day of 1984, personally appeared who executed the within and foregoing instrument in writing and acknowledged to me that executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have set my hand and affixed my official seal the day and year last above written.

STATE OF OKLAHOMA TULSA COUNTY FILED OR RECORDED JUL 24 AM 10 16

My Commission Expires:

Notary Public

STATE OF OKLAHOMA ) ) SS. COUNTY OF TULSA ) ETTA MAE ESTES ACTING COUNTY CLERK

On this 19 day of July, 1984, before me, the undersigned, a Notary Public in and for the County and State aforesaid personally appeared NEVER FAIL, JR., to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as President and acknowledged to me that he executed the same as his free and voluntary act and deed of such corporation, and purposes therein set forth.

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

My Commission Expires: March 12 1988 (Signature: Larry Hinesbaugh)

71066 E. 61st  
T. Kivell

346672

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
KINGSRIDGE ESTATES

This Declaration, made on the date hereinafter set forth by Never Fail Builders, Inc., an Oklahoma corporation, and Barbara J. Burton, a single person, hereinafter referred to as "Declarant".

WHEREAS, Declarant is the owner of certain property in the City of Tulsa, County of Tulsa, State of Oklahoma, which is more particularly described as follows, to-wit:

Blocks 1, 2, 3 and 4 of Kingsridge Estates, a re-subdivision of Block 5, in Blocks 4, 5 and 6 of GLENEAGLES, an Addition in the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded Plat thereof.

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NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITION

(1) "Association" shall mean and refer to Kingsridge Estates Owners' Association, Inc., an Oklahoma not for profit corporation, its successors and assigns.

(2) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(3) "Properties" shall mean and refer to that certain real property herein before described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

(4) "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of conveyance of the first lot is described as follows, to-wit:

Lot 13, Block 3; Reserve A and Reserve B all located within Blocks 1, 2, 3 and 4 of Kingsridge Estates, a re-subdivision of Block 5, in Blocks 4, 5 and 6 of GLENEAGLES, an Addition in the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded Plat thereof.

The Declarant, in recording this Declaration of Covenants, Conditions and Restrictions has designated the above described land as common areas for private roadways, pool and overland drainage easements intended for use by the homeowners in Kingsridge Estates for their recreation and other related activities. The designated area is not dedicated hereby for use by the general public but is dedicated to the common use and enjoyment of the homeowners in Kingsridge Estates as provided in this Declaration of Covenants, Conditions and Restrictions and the Plat of Kingsridge Estates. Further that the fee title to any lot described as bounded by any portion of the common property above described which has not been dedicated or accepted by the public and the fee title to any lot shown on the recorded plat of Kingsridge Estates as abutting upon any such common property shall not extend upon such common property and the fee title to such common property is reserved to the grantor to be conveyed to the Kingsridge Estates Owners Association, Inc. an Oklahoma non-profit corporation, for the common enjoyment of all residents in Kingsridge Estates.

(5) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the common area.

(6) "Declarant" shall mean and refer to Never Fail Builders, Inc., an Oklahoma corporation, its successors and assigns, if such successors and assigns should acquire more than

one undeveloped lot from the Declarant for the purpose of development.

(7) "Articles of Incorporation or Articles" shall mean and refer to the Articles of Incorporation of the Kingsridge Estates Owners Association, Inc. a non-profit Oklahoma corporation, of which a true and correct copy is attached hereto, marked Exhibit "A" and made a part hereof.

(8) "By-Laws" shall mean and refer to the By-Laws of the Kingsridge Estates Owners Association, Inc., an Oklahoma non-profit corporation which By-Laws are attached hereto marked Exhibit "R" and made a part hereof.

ARTICLE II

PROPERTY RIGHTS

(1) Owners Easement of Enjoyment.

Every Owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facilities situated upon the common area;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the common area 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 delegation or transfers shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

(2) Delegation of Use.

Any owner may delegate, in accordance with the by-laws, his right of enjoyment to the common area and facilities to the

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members of his family, his tenants, or contract purchasers who reside on the property.

#### ARTICLE III

##### MEMBERSHIP AND VOTING RIGHTS

(1) Every owner of a lot which is subject to assessments shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

(2) The Association shall have two classes of voting membership;

Class A: Class A members shall be all owners, with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. However, the vote for such lot shall be exercised as they determine, and in no event shall more than one vote be cast with respect to any lot.

Class B: The Class B members shall be the Declarant and shall be entitled to three votes for each lot owned. 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 Class A membership equal the total votes outstanding in the Class B membership or;

(b) On the 30th day of May, 1987.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

(1) Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance by a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(a) Annual assessments or charges;

BOOK 4844 PAGE 1029

(b) Special assessments for capital improvements; such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, cost and reasonable attorney fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to a successor in title unless expressly assumed by them.

(2) Purpose of Assessment.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties and for the improvement and maintenance of the common area and of the homes situated upon the properties.

(3) Maximum Annual Assessment.

Until January 1st of the year immediate following the conveyance of the first lot to an owner, the maximum annual assessment shall be \$15.80 per month per lot.

(a) From and after January 1st after the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1st of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment in an amount not in excess of the maximum.

(4) Special Assessments For Capital Improvements.

In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) vote of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

(5) Notice and Quorum for any Action Authorized Under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or a proxy is entitled to cast sixty percent (60%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the 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.

(6) Uniform Rate of Assessments.

Both annual and special assessments must be fixed at the uniform rate for all lots and may be collected on a monthly basis.

(7) Date of Commencement of Annual Assessments: Due Date.

The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the common area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessments against each lot at least thirty (30) days

in advance of each annual assessment. Written notice of the annual assessment shall be sent to every owner subject thereto. The due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

(8) Effective Non-Payment of Assessments: Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may bring an action at law against the owner personally obligated to pay this, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas or abandonment of his lot.

(9) Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not effect the assessment lien's validity. However, sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to the payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

(10) Exempt Properties.

All properties dedicated to and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Oklahoma, shall be exempt from assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

EXTERIOR MAINTENANCE

In the event an owner of any lot in the properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds vote of the Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessments to which such lot is subject.

ARTICLE VII

GENERAL PROVISIONS

(1) Enforcement.

The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. Failure by the Association or by any owner to enforce any covenant or

restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(2) Severability.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise effect any other provisions which shall remain in full force and effect.

(3) Amendment.

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the lot owners, and thereafter by instrument signed by not less than seventy-five (75%) of the lot owners. Any amendment must be recorded in the Office of the County Clerk of Tulsa County, Oklahoma.

(4) Annexation.

(a) Additional land, described as follows, to-wit:

Blocks 5 and 6 of Kingsridge Estates, a Resubdivision of Block 4 in Blocks 4, 5 and 6 of GLENEAGLES, an Addition in the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded Plat thereof,

may be annexed by the Declarant without the consent of the members, within three years of the date of this instrument provided that the FHA and VA determine that the annexation is in accord with the general plan heretofore approved by them. Upon annexation of the above described land by the Declarant, all such land shall be subject to this Declaration of Covenants, Conditions and Restrictions and to the Assessments set forth herein.

(b) Additional residential property and common area may be annexed to the properties with the consent of two-thirds (2/3) of each class of members.



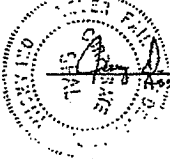
STATE OF OKLAHOMA  
TULSA COUNTY  
FILED ON RECORDED  
JUANITA SMITH  
TULSA COUNTY CLERK  
095 FEB 12 AM 11:36

(5) 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:

- (a) Annexation of additional properties; dedication of common area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 12<sup>th</sup> day of February, 1985.

Attest:  
  
Barbara J. Burton  
 Notary Public

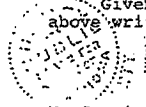
Never Fail Builders, Inc.  
an Oklahoma corporation

BY: Never M. Fail, Jr.  
 Never M. Fail, Jr.  
 President  
Barbara J. Burton  
 Barbara J. Burton

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF TULSA )

Before me, the undersigned, a Notary Public in for said County and State on this 12<sup>th</sup> day of February, 1985, personally appeared Barbara J. Burton, a single person, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

  
Mary E. Pitts  
 Notary Public


My Commission Expires:

July 6, 1986

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF TULSA )

Before me, the undersigned, a Notary Public in for said County and State on this 12<sup>th</sup> day of February, 1984, personally appeared Never M. Fail, Jr., President of Never Fail Builders, Inc. to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

  
Mary E. Pitts  
 Notary Public

My Commission Expires:

July 6, 1986

Wolfe E. L. T. Howell

316673

BOOK 4844 PAGE 1035 OFFICE OF THE SECRETARY OF STATE



NON-PROFIT  
**CERTIFICATE OF INCORPORATION**

2100

To all to Whom these Presents shall Come, Greetings:

WHEREAS, Articles of Incorporation duly signed and verified of

KINGSRIDGE ESTATES 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 8th

day of January, A.D. 19 85

*Joseph B. Edwards*  
Secretary of State



FILED OR RECORDED  
TULSA COUNTY  
JUAN HASTINGS  
TULSA COUNTY CLERK  
1985 FEB 12 AM 11:41

**FILED**  
JAN 8 1985

ARTICLES OF INCORPORATION  
OF  
KINGSRIDGE ESTATES OWNERS ASSOCIATION, INC. OF STATE  
OKLAHOMA SECRETARY

In compliance with the requirements of the State of Oklahoma the undersigned, Thomas D. Kivell, Suite 240 Triad Center, 7666 East 61st Street, Tulsa, Oklahoma, 74133; Thomas K. Moran, Suite 240 Triad Center, 7666 East 61st Street, Tulsa, Oklahoma and Jean M. Brown, Suite 240 Triad Center, 7666 East 61st Street, Tulsa, Oklahoma, all of whom are residents of Tulsa County, and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is KINGSRIDGE ESTATES OWNERS ASSOCIATION, INC., an Oklahoma non-profit corporation, hereinafter called the "Association".

ARTICLE II

The principal office of the Association is located at 2921 East 91st Street South, Tulsa, Oklahoma 74136.

ARTICLE III

Never M. Fail, Jr., whose address is 2921 East 91st Street South, Tulsa, Oklahoma 74136, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWER OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as:

Blocks 1, 2, 3 and 4 of Kingsridge Estates, a re-subdivision of Block 5, in Blocks 4, 5 and 6 of GLENEAGLES, an Addition in the City of Tulsa, Tulsa County, State of Oklahoma according to the recorded Plat thereof.

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 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 that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the County Clerk of Tulsa County, State of Oklahoma, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) 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;

(c) 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;

(d) Borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell or transfer all or any part of the Common Area 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 two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) Participate in mergers and consolidations with other non-profit corporations organized for the same pur-

poses or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) Have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Oklahoma by law may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot 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 which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. 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 May 30, 1987.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of nine (9) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

Never M. Fail, Jr.	2921 East 91st Street South Tulsa, Oklahoma 74136
Brian A. Fail	2921 East 91st Street South Tulsa, Oklahoma 74136
Jerry D. Creekmore	2921 East 91st Street South Tulsa, Oklahoma 74136

At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. 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 such similar purposes.

ARTICLE IX

DURATION

The corporation shall exist perpetually.

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ARTICLE X

AMENDMENTS

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

ARTICLE XI

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 of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purposes 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 7th day of January, 1985.

Thomas D. Rivell  
THOMAS D. RIVELL

Thomas K. Moran  
THOMAS K. MORAN

Jean M. Brown  
JEAN M. BROWN

STATE OF OKLAHOMA )  
                          ) ss.  
COUNTY OF TULSA   )

Before me, the undersigned, a Notary Public in and for said County and State, on this 7th day of January, 1985, personally appeared Thomas D. Rivell, Thomas K. Moran and Jean M. Brown known to me to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as the free and voluntary act and deed for the uses and purposes therein set forth.

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

Marilyn McCollum  
Notary Public

My Commission Expires:

4/22/86

BY-LAWS  
OF  
KINGSRIDGE ESTATES OWNERS ASSOCIATION, INC.

ARTICLE I

The name of the corporation is KINGSRIDGE ESTATES OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 2921 East 91st Street South, Tulsa, Oklahoma, 74136 but meeting of members and directors may be held at such place within the State of Oklahoma, County of Tulsa, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1: "Association" shall mean and refer to Kingsridge Estates Owners Association, Inc., an Oklahoma non-profit corporation, its successors and assign.

Section 2: "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3: "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4: "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6: "Declarant" shall mean and refer Never Fail Builders, Inc., an Oklahoma corporation, its successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the County Clerk of Tulsa County, Oklahoma.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 9: "Regulations" shall mean and refer to the rules and regulations promulgated by the Board of Directors of the Association from time to time in the manner permitted by the By-Laws of the Association.

Section 10: "Board" shall mean and refer to the Board of Directors of the Association.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meeting. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock P.M. if the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association

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for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meeting of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

#### ARTICLE IV

##### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1: Number. The affairs of this Association shall be managed by a Board of nine (9) Directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association.

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However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

#### ARTICLE V

##### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, 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 annual meeting. 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 non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

#### ARTICLE VI

##### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meeting of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then

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that meeting shall be held at the same time on the next day which is not a legal holiday.

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

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

#### ARTICLE VII

##### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor or such other employees as they deem necessary, and to prescribe their duties.

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

(a) 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 statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

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

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

- (g) cause the Common Area to be maintained.
- (h) insure that the exterior maintenance of the lots and residences are maintained in an appropriate manner so as not to jeopardize the value of the property.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of the Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officer as the Board may from time to time by resolution create.

Section 2. Election of officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office of such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented

to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE XIII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Kingsridge Estates Owners Association.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the Kingsridge Estates Owners Association, have hereunto set our hands this 10<sup>th</sup> day of February, 1985.

_____	<u>Thomas M. Frost Jr.</u>
_____	<u>Brian A. Fil</u>
_____	<u>Greg D. Cullen</u>
_____	

FIRST TITLE AND ESCROW SERVICES, INC

7686 East 61st, Suite 230

Tulsa, Okla. 74133

918-250-1541

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RATIFICATION OF PLAT, DEED OF DEDICATION, AND  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF BLOCKS 1, 2, 3 AND 4 OF KINGSRIDGE ESTATES, A  
RE-SUBDIVISION OF BLOCK 5 IN BLOCKS 4, 5 AND 6 OF  
GLENEAGLES, AN ADDITION IN THE CITY OF TULSA,  
TULSA COUNTY, STATE OF OKLAHOMA

BOOK 5178 PAGE 840

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, on the 16th day of May, 1984, Never Fail Builders, Inc., an Oklahoma corporation, being the record owner of the following described real property located in Tulsa County, State of Oklahoma, to-wit:

A tract of land containing 10.0150 acres that is a resubdivision of Block 5 in Blocks 4, 5 & 6 of GLENEAGLES, a Subdivision of a part of the Northeast Quarter (NE/4) of Section 1, Township 18 North, Range 13 East, City of Tulsa, Tulsa County, State of Oklahoma,

executed a Deed of Dedication thereof, designating the same as "Blocks 1, 2, 3 & 4 of KINGSRIDGE ESTATES", a Resubdivision of Block 5 in Blocks 4, 5 & 6 of GLENEAGLES, a Subdivision of a part of the NE/4 of Section 1, Township 18 North, Range 13 East, City of Tulsa, Tulsa County, Oklahoma," which Deed of Dedication, together with the Plat thereof, was filed of record in the office of the County Clerk of Tulsa County, Oklahoma, on May 30, 1984, and was designated by the Tulsa County Clerk as Plat No. 4492; and

WHEREAS, there was prepared, executed and filed of record in the office of the County Clerk of Tulsa County, Oklahoma, on February 12, 1985, in Book 4844 beginning at Page 1025, the Declaration of Covenants, Conditions and Restrictions of Kingsridge Estates; and

WHEREAS, due to a defect in the instrument of conveyance of the above described real property to Never Fail Builders, Inc., it appears that the grantors therein might continue to own or claim some right, title or interest in and to the above described real property; and

WHEREAS, the undersigned, being the grantors in that instrument of conveyance, wish to ratify, adopt and confirm the Plat, Deed of Dedication and Declaration of Covenants, Conditions

FIRST TITLE AND ESCROW SERVICES, INC  
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Tulsa, Okla. 74133  
918-250-1641

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and Restrictions of said Blocks 1, 2, 3 and 4 of Kingsridge Estates.

NOW, THEREFORE, the undersigned, Never M. Fail, Jr., and Marilyn K. Fail, do hereby ratify, adopt and confirm Plat No. 4492 and the Deed of Dedication of Blocks 1, 2, 3 and 4 of Kingsridge Estates, a Resubdivision of Block 5 in Blocks 4, 5 & 6 of Gleneagles, City of Tulsa, Tulsa County, State of Oklahoma, filed together with said Plat in the office of the County Clerk of Tulsa County, Oklahoma, on May 30, 1984, whereby the above described real property was subdivided into lots, blocks and streets, and was dedicated in such form for public use, subject to the terms, covenants, restrictions and conditions therein set forth: and

THE said Never M. Fail, Jr., and Marilyn K. Fail, do hereby further ratify, adopt and confirm the Declaration of Covenants, Conditions and Restrictions of Kingsridge Estates dated February 12, 1985, and filed of record in the office of the County Clerk of Tulsa County, Oklahoma, on that same date in Book 4844 beginning at Page 1025.

IN WITNESS WHEREOF, the undersigned, and each of them, do hereunto set their hands this 14<sup>th</sup> day of April, 1989.

Never M. Fail, Jr.  
NEVER M. FAIL, JR.

Marilyn K. Fail  
MARILYN K. FAIL

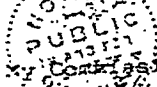
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STATE OF OKLAHOMA )  
                          ) ss.  
County of Tulsa      )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 10<sup>th</sup> day of April, 1989, personally appeared NEVER M. FAIL, JR., and MARILYN K. FAIL, husband and wife, 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 of office the day and year above written.



David L. Mc...  
NOTARY PUBLIC

My Commission Expires: 04/11/92

STATE OF OKLAHOMA  
TULSA COUNTY  
FILED IN REFERENCE  
89 APR 18 AM 11:19  
JOAN HASKINGS  
TULSA COUNTY CLERK



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