

OFFICE OF THE SECRETARY OF STATE



**NOT FOR PROFIT  
CERTIFICATE OF INCORPORATION**

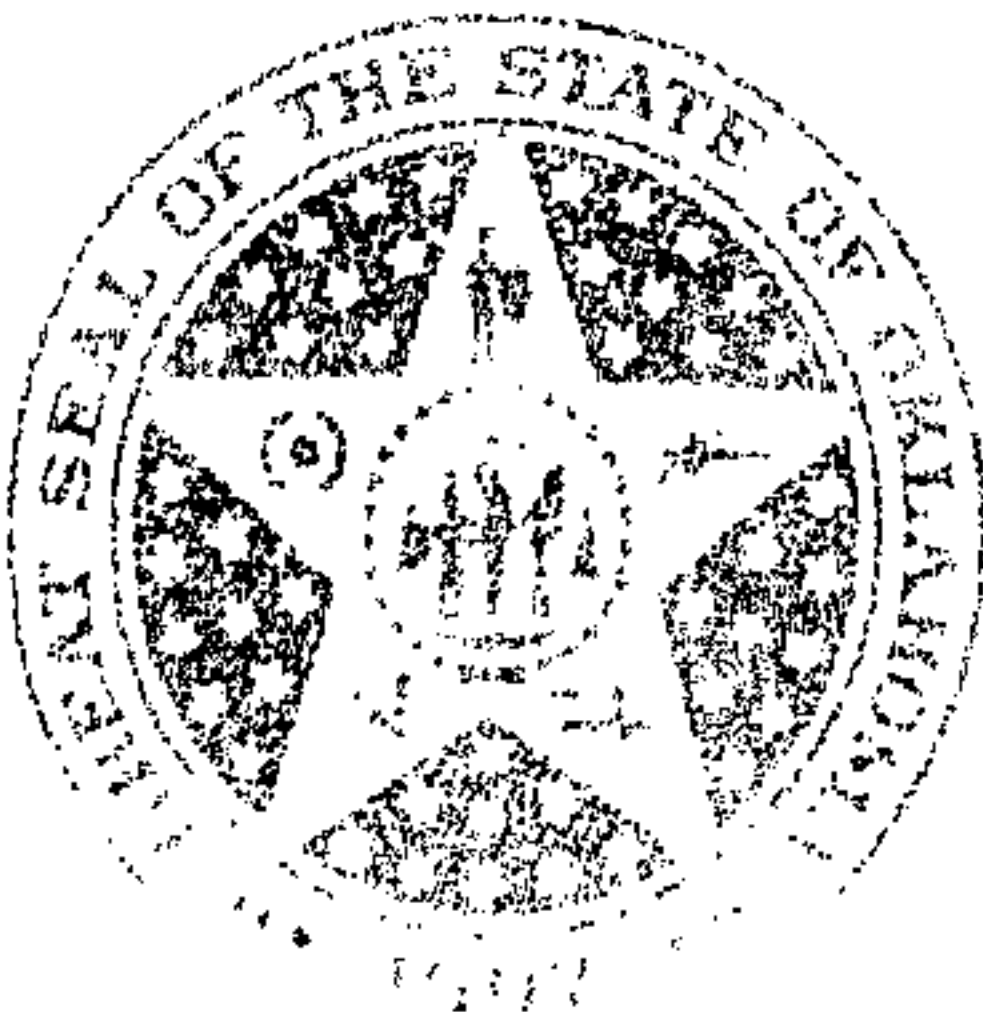
*WHEREAS, the Certificate of Incorporation of*

**BRETTON WOODS HOMEOWNERS' ASSOCIATION, INC.**

*has 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 evidencing such filing.*

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



Filed in the City of Oklahoma City this 6TH  
day of MAY, 1998.

*Sam Cole*

Secretary of State

By:

*Gail H. Cook*

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**CERTIFICATE OF INCORPORATION  
OF  
BRETTON WOODS HOMEOWNERS' ASSOCIATION, INC.  
(Not for Profit)**

**FILED**

**MAY 6 1998**

**OKLAHOMA SECRETARY  
OF STATE**

**TO THE SECRETARY OF STATE OF OKLAHOMA:**

We, the undersigned incorporators:

<u>Name</u>	<u>Address</u>
James H. Ferris	320 South Boston, Suite 920 Tulsa, OK 74103
Patricia L. Melton	320 South Boston, Suite 920 Tulsa, OK 74103
Steven A. Stecher	320 South Boston, Suite 920 Tulsa, OK 74103

do hereby associate ourselves for the purpose of forming a not for profit corporation pursuant to the provisions of the Oklahoma General Corporation Act.

**ARTICLE I**

*Name*

The name of the corporation is Bretton Woods Homeowners' Association, Inc., hereinafter referred to as the "Association".

**ARTICLE II**

*Registered Office and Agent*

The address of the registered office of the Association and the name of the registered agent at such address are:

James H. Ferris  
320 South Boston, Suite 920  
Tulsa, OK 74103.

**ARTICLE III**

*Purpose and Powers of the Association*

This Association is formed for purposes not involving pecuniary gain or profit, incidentally or otherwise, to the members thereof and shall have no capital stock. The purposes for which the

Association is formed are to enhance and protect the value, desirability and attractiveness of the real property described as follows:

Lots 1 thru 23, Block 1; Lots 1 thru 10, Block 2; Lots 1 thru 22, Block 3; Lots 1 thru 26, Block 4; Lots 1 thru 19, Block 5; Lots 1 thru 15, Block 6; Lots 1 thru 6, Block 7; Lots 1 thru 16, Block 8; Lots 1 thru 14, Block 9; Lots 1 thru 17, Block 10 (residential lots)

and

Reserves "A" and "B" (utilities, stormwater drainage facilities, open space, landscaping and/or recreation)

and

Reserves "C", "D", "E", "F", "G", "H" and "I" (utilities, open space, landscaping and/or recreation)

All of the above described residential lots and Reserves being located within Bretton Woods, an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, recorded as Plat No. 5257 in the records of the County Clerk of Tulsa County, Oklahoma,

and

Any additional property as may hereafter be brought within the jurisdiction of the Association, the above described subdivision and properties subsequently annexed being hereinafter referred to as "Bretton Woods"

and to promote the health, safety and welfare of the residents, owners and tenants of lots within Bretton Woods, and for these purposes to:

own, acquire, build, operate and maintain landscaping, walls, fences, entryways, signs, stormwater detention facilities and common areas, facilities and structures or any and all kinds for the use and benefit of the members of the Association;

- A. own, acquire, build, operate and maintain landscaping, walls, fences, entryways, signs, stormwater detention facilities and common areas, facilities and structures of any and all kinds for the use and benefit of the members of the association;
- B. exercise such powers pertaining to Bretton Woods, including architectural plan review, as may from time to time be vested in or



granted to the Association;

- C. fix, levy, collect and enforce payment by any lawful means, all charges or assessments made for acquisition, construction, maintenance and operation of common facilities, 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, and with the assent of two-thirds (2/3) of each class of members, to mortgage, pledge 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 Oklahoma General Corporation Act by law may now or hereafter have or exercise.

#### **ARTICLE IV** ***Membership***

Every person or entity who or which is a record owner of a fee or undivided fee interest in any lot which is subject by covenant of record to assessment by the Association, including contract sellers, shall be a member of the Association; provided, however, the foregoing is not intended to include persons or entities who or which 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 the lot which is subject to assessment by the Association. Ownership of a lot which is subject to assessment by the Association shall be the sole qualification for membership.

#### **ARTICLE V** ***Voting Rights***

The Association shall have two classes of voting membership:

*Class A.* Class A members shall be all the owners of lots subject by covenant of record to assessment by the Association with the exception of Greenville Development, L.L.C and shall be entitled to one (1) vote for each lot owned. When more than one person or entity holds and interest in any lot, all such persons or entities shall be members, but shall have jointly only one vote for the lot and that

vote for such Lot shall be exercised as they may determine.

**Class B.** The Class B member shall be the Greenville Development, L.L.C. which shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership, or
- (b) June 1, 2001.

**ARTICLE VI**  
*Board of Directors*

The affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than eleven (11) Directors who need not be members of the Association. The names and addresses of the initial Directors are:

<u>Name</u>	<u>Address</u>
Terry L. Davis	2201 East 49 <sup>th</sup> , Suite 350 Tulsa, OK 74105
Charles L. Ramsay, Jr.	5401 South Sheridan, Suite 404 Tulsa, OK 74145
Linda Wilson	2201 East 49 <sup>th</sup> , Suite 350 Tulsa, OK 74105

who shall serve as Directors until the first annual meeting of the membership, or until their successors are elected. Five (5) Directors shall be elected at the first annual meeting of the membership. Subsequent changes in the number of Directors shall be made by amendment of the By-Laws of the Association.

**ARTICLE VII**  
*Non Liability of Directors*

To encourage participation of members of other persons as Directors of the Association, limitation of personal liability shall be established to the extent permitted by 18 O. S. A. § 866 and § 867 and the General Corporation Act as it now exists or may be later amended, and the

limitations of liability shall be deemed to include the following:

- A. No Director shall have personal liability to the Association or its members for monetary damages for breach of fiduciary duty as a Director, provided the foregoing shall not limit liability:
1. for any breach of the Director's duty of loyalty to the Association;
  2. for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; or
  3. for any transaction for which the Director derived an improper personal benefit.
- B. No Director shall have personal liability for damages resulting from:
1. any negligent act or omission of an employee of the Association; or
  2. any negligent act or omission of another Director;

provided however, the immunity set forth above shall not extend to intentional torts or grossly negligent acts or omissions.

#### **ARTICLE VIII**

##### *By-Laws*

The Board of Directors shall have the power to adopt, amend, or repeal by-laws; provided, however, nothing herein shall divest the membership of the residual power to adopt, amend or repeal by-laws.

#### **ARTICLE IX**

##### *Annexation of Additional Properties*

The Association may annex additional property, provided however, that the property is to be developed for residential purposes and it shall receive the assent of two-thirds (2/3) of each class of members.

#### **ARTICLE X**

##### *Mergers and Consolidations*

To the extent permitted by law, the Association may participate in mergers and consolidations with other non-profit corporations organized for similar purposes; provided, however, such merger or consolidation shall require the assent of two-thirds (2/3) of each class of

members.

**ARTICLE XI**  
***Dissolution***

The Association may be dissolved by resolution approved by not less than two-thirds (2/3) of each class of members. 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 dedication is refused acceptance, the assets shall be granted, conveyed and assigned to any non-profit 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 XIII**  
***Duration***

The Association shall exist perpetually.

**ARTICLE XIV**  
***Amendments***

Amendment of this Certificate of Incorporation shall require the assent of the holders of three-fourths (3/4) of the eligible votes of the combined Class A and Class B membership.

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 this Certificate of Incorporation this 6th day of May, 1998.

  
James H. Ferris

  
Patricia L. Melton

  
Steven A. Stecher

