

IN THE DISTRICT COURT IN AND FOR TULSA COUNTY
STATE OF OKLAHOMA

DISTRICT COURT
FILED

NOV 07 2025

DON NEWBERRY, Court Clerk
STATE OF OKLA. TULSA COUNTY

TESHAUNA HAMILTON, JOSH HAUGH,)
LESLEE RETHEFORD, as Board Members)
of BURNING TREE MASTER ASSOCIATION,)
INC. and BURNING TREE MASTER)
ASSOCIATION, INC.)

Plaintiffs,)

vs.)

BURNING TREE AREA I ASSOCIATION, INC.;)
BURNING TREE AREA #2 ASSOCIATION,)
INC.; BURNING TREE AREA #4)
ASSOCIATION, INC.; BURNING TREE AREA)
#5 ASSOCIATION, INC.; and BURNING TREE)
AREA #7 ASSOCIATION, INC.,)

Defendants.)

CJ-2025-05158
Case No. _____
Judge KELLY GREENOUGH

**PETITION FOR APPOINTMENT OF
TRUSTEE PURSUANT TO OKLA. STAT. TIT. 18, § 1100**

Plaintiffs, TeShauna Hamilton, Josh Haugh and Leslee Retheford, as Board Members of Burning Tree Master Association, Inc. and Burning Tree Master Association, Inc. (collectively, “Plaintiffs”), for their claims against the Defendants, Burning Tree Area I Association, Inc.; Burning Tree Area #2 Association, Inc.; Burning Tree Area #4 Association, Inc.; Burning Tree Area #5 Association, Inc.; and Burning Tree Area #7 Association, Inc. (collectively, “Defendants” or “the Burning Tree Subdivision Associations”), allege and state as follows:

1. TeShauna Hamilton (“Hamilton”) is a member and the President of the Board of Directors of Burning Tree Master Association, Inc.
2. Josh Haugh (“Haugh”) is a member and the Treasurer of the Board of Directors of Burning Tree Master Association, Inc.

3. Leslee Rethford ("Rethford") is a member and the Secretary of the Board of Directors of Burning Tree Master Association, Inc.

4. Burning Tree Master Association, Inc. ("BTMA") is an Oklahoma not-for-profit corporation with its principal place of business in Tulsa County, Oklahoma.

5. Burning Tree Area I Association, Inc. ("BT1") is an Oklahoma not-for profit corporation with its principal place of business in Tulsa County, Oklahoma.

6. Burning Tree Area #2 Association, Inc. ("BT2") is an Oklahoma not-for profit corporation with its principal place of business in Tulsa County, Oklahoma.

7. Buring Trea Area #4 Association, Inc. ("BT4") is an Oklahoma not-for profit corporation with its principal place of business in Tulsa County, Oklahoma.

8. Burning Tree Area #5 Association, Inc. ("BT5") is an Oklahoma not-for profit corporation with its principal place of business in Tulsa County, Oklahoma.

9. Burning Tree Area #7 Association, Inc. ("BT7") is an Oklahoma not-for profit corporation with its principal place of business in Tulsa County, Oklahoma.

10. The property which is the subject of this dispute is located in Tulsa County, Oklahoma.

11. Venue and jurisdiction is proper in this Court.

FACTS

12. BTMA was formed on December 1, 1975.

13. BT1 was formed on August 2, 1977.

14. BT2 was formed on March 6, 1980.

15. BT4 was formed on December 1, 1978.

16. BT5 was formed on April 9, 1980.

17. BT7 was formed on March 3, 1980.

18. BT1, BT2, BT4, BT5 and BT7 were developed as part of PUD-112 beginning in the 1970's.

19. The Deeds of Dedication for the Burning Tree Subdivision Associations authorized the formation of a homeowner's association and provided each homeowner with an easement or right for the use of common areas to be owned and maintained by BTMA. *See* Deeds of Dedication of Defendants, Exhibit "A" hereto.

20. BTMA currently owns and maintains common areas throughout the Burning Tree Subdivision Associations, including a community swimming pool. *See* Deeds, Exhibit "B" hereto.

21. The individual homeowners who are members of the Burning Tree Subdivision Associations were not made members of BTMA. *See* Articles of Incorporation of BTMA, Exhibit "C" hereto.

22. BTMA's members were the Burning Tree Subdivision Associations. *See id.*

23. The Burning Tree Subdivision Associations are not active and have no duly appointed representatives to act on their behalf.

24. The Articles of Incorporation for BTMA provide for an existence of fifty (50) years. *See id.*, Article X. Similarly, all of the Burning Tree Subdivision Associations also have fifty (50) year durations.

25. BTMA's duration expires November 31, 2025, if an amendment to its Articles of Incorporation is not made.

26. In order to extend BTMA's duration pursuant to Okla. Stat. tit. 18, § 1077, BTMA's Articles of Incorporation provide that 75% of the entire membership of the corporation must agree to the amendment. *See id.*, Article XI.

27. None of the members of BTMA have any ability to vote to extend BTMA's duration because they are not active and have no duly appointed representatives to act on their behalf.

28. To date, BTMA has not been able to get the homeowner members of Defendants to place Defendants into an active status and elect new board members for Defendants.

29. To date, BTMA has failed to obtain the votes necessary to amend its Articles of Incorporation and extend its existence.

30. BTMA has not been able to comply with Okla. Stat. tit. 18, § 1097(C) and file a Certificate of Dissolution because it cannot obtain the votes of its Members.

31. BTMA will still dissolve as a result of its own specified duration pursuant to Okla. Stat. tit. 18, § 1006.

32. As to dissolution, BTMA's Articles of Incorporation provide:

The corporation may be dissolved by resolution approved by not less than two-thirds (2/3) of the votes of the entire membership. Upon dissolution of the corporation, the assets, both real and personal, 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 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 corporation.

See Articles of Incorporation of BTMA, Article IX, Exhibit "C" hereto.

33. BTMA, through one or more of the Plaintiffs, has reached out to the City of Tulsa and has been informed by Councilor Lori Decter Wright that the City of Tulsa is willing to accept as a donation one tract of BTMA's property, Tulsa County Parcel No. 75115-83-01-50840, which is a water drainage area consisting of 3.36 acres located in the Burning Tree South subdivision. The City

of Tulsa does not wish to receive the remaining properties owned by BTMA and assume the maintenance and upkeep of those common areas and facilities.

34. BTMA has not been able to find a not-for-profit entity willing to maintain and operate the common areas of facilities for the benefit of the Burning Tree Subdivision Associations' homeowners.

35. BTMA cannot sell the property it owns because its members cannot approve the sale process because the Burning Tree Subdivision Associations are not active and have no duly appointed representatives to act on their behalf.

36. Even if BTMA could sell its property, it has no one to disburse the net proceeds to because Defendants are not active.

37. The Bylaws of BTMA provide that Defendants cannot distribute any revenue from BTMA to their constituent homeowners. *See* Bylaws of BTMA, Article XII, Exhibit "D" hereto.

38. As a result of the foregoing, BTMA cannot effectively dissolve without judicial intervention.

39. Okla. Stat. tit. 18, § 1100 states as follows:

When any corporation organized in accordance with the provisions of the Oklahoma General Corporation Act shall be dissolved in any manner whatever, the district court, on application of any creditor, shareholder or director of the corporation, or any other person who shows good cause therefor, at any time, may either appoint one or more of the directors of the corporation to be trustees, or appoint one or more persons to be receivers, of and for the corporation, to take charge of the corporation's property, and to collect the debts and property due and belonging to the corporation, with power to prosecute and defend, in the name of the corporation, or otherwise, all such suits as may be necessary or proper for the purposes aforesaid, and to appoint an agent or agents under them, and to do all other acts which might be done by the corporation, if in being, that may be necessary for the final settlement of the unfinished business of the corporation. The powers of the trustees or receivers may be continued as long as the district court shall think necessary for the purposes provided for in this section.

See Okla. Stat. tit. 18, § 1100.

40. Plaintiffs are seeking judicial assistance pursuant to Okla. Stat. tit. 18, § 1100 and request this Court appoint Plaintiffs Hamilton, Haugh and Rethford as trustees to take charge of the BTMA's property and take such actions necessary for the final settlement of the unfinished business of BTMA.

41. Such actions include the sale of the property owned by BTMA; the donation of Tulsa County Parcel No. 75115-83-01-50840 to the City of Tulsa; the upkeep and maintenance of the property until it can be sold; the continued assessment of homeowners dues to generate the funds for the maintenance and upkeep of the property until its sale; the distribution of any net proceeds of the sale to the homeowners who are members of Defendants and are confirmed by BTMA's management company, W&M Consulting, LLC, as not delinquent on their annual homeowner assessments at the time of the closing of the sale; the employment of professionals necessary to assist until the disposition of the property and the dissolution of BTMA; and such other actions at this Court deems reasonable and necessary.

FIRST CAUSE OF ACTION
(Dissolution)

42. Plaintiffs adopt and reallege the allegations contained in paragraphs 1 through 41 hereof.

43. Dissolution is appropriate and unavoidable as BTMA's duration expires on November 30, 2025, and as BTMA has not been able to obtain the necessary votes of its members to amend its Articles of Incorporation and extend BTMA's existence.

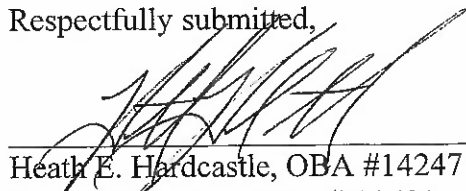
44. Plaintiffs are entitled to seek relief pursuant to Okla. Stat. tit. 18, § 1100 and obtain this Court's assistance in appointing a trustee necessary for the final settlement of the unfinished business of the corporation.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, TeShauna Hamilton, Josh Haugh and Leslee Rethford, as Board Members of Burning Tree Master Association, Inc. and Burning Tree Master Association, Inc. requests this Court to grant their request for judicial assistance pursuant to Okla. Stat. tit. 18, § 1100 and appoint Plaintiffs Hamilton, Haugh and Rethford as trustees to take charge of the BTMA's property and take such actions necessary for the final settlement of the unfinished business of BTMA including but not limited to:

- 1) the sale of the property owned by BTMA;
- 2) the donation of Tulsa County Parcel No. 75115-83-01-50840 to the City of Tulsa;
- 3) the upkeep and maintenance of the property until it can be sold;
- 4) the continued assessment of homeowners dues to generate the funds for the maintenance and upkeep of the property until its sale;
- 5) the distribution of any net proceeds of the sale to the homeowners who are members of Defendants and are confirmed by BTMA's management company, W&M Consulting, LLC, as not delinquent on their annual homeowner assessments at the time of the closing of the sale;
- 6) the employment of professionals necessary to assist until the disposition of the property and the dissolution of BTMA; and
- 7) such other actions at this Court deems reasonable and necessary.

Respectfully submitted,



Heath E. Hardcastle, OBA #14247
James W. Rusher, OBA # 11501
ALBRIGHT, RUSHER & HARDCASTLE
15 West Sixth Street, Suite 2600
Tulsa, Oklahoma 74119-5434
hehardcastle@arhlaw.com
Telephone: (918) 583-5800
Facsimile: (918) 583-8665

ATTORNEYS FOR PLAINTIFFS

VERIFICATION

STATE OF OKLAHOMA)
) ss
COUNTY OF TULSA)

TeShauna Hamilton, of lawful age, being first duly sworn upon oath, states that she is the President of the Board of Directors of Burning Tree Master Association, Inc. in the above-referenced case, and she has read the above and foregoing instrument and that the statements contained therein are true and correct to the best of her knowledge and belief.

TeShauna Hamilton
TeShauna Hamilton

SUBSCRIBED AND SWORN to before me this 22nd day of October, 2025.

Clifton W. Cain
Notary Public

My Commission Expires: 11/18/28

(S E A L)



VERIFICATION

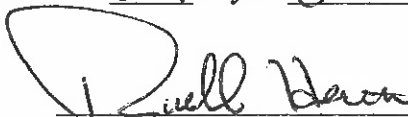
STATE OF OKLAHOMA)
) ss
COUNTY OF TULSA)

Josh Haugh, of lawful age, being first duly sworn upon oath, states that he is the Treasurer of the Board of Directors of the Burning Tree Master Association, Inc. in the above-referenced case, and he has read the above and foregoing instrument and that the statements contained therein are true and correct to the best of his knowledge and belief.



Josh Haugh

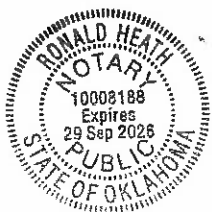
SUBSCRIBED AND SWORN to before me this 24 day of OCT, 2025.



Notary Public

My Commission Expires: 9-29-2026

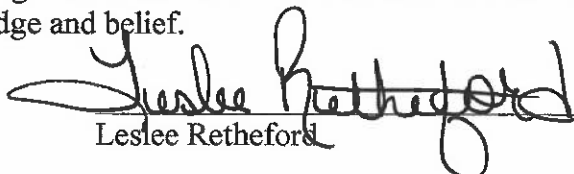
(S E A L)




VERIFICATION

STATE OF OKLAHOMA)
) ss
COUNTY OF TULSA)

Leslee Rethford, of lawful age, being first duly sworn upon oath, states that she is the Secretary of the Board of Directors of Burning Tree Master Association, Inc. in the above-referenced case, and she has read the above and foregoing instrument and that the statements contained therein are true and correct to the best of her knowledge and belief.


Leslee Rethford

SUBSCRIBED AND SWORN to before me this 23 day of OCT, 2025.


Notary Public

My Commission Expires: 7-9-26



P. 02 3408

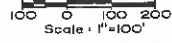
37-1231

E. S. S. S.
W. S. S. S.

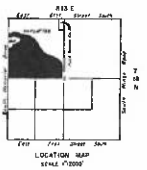
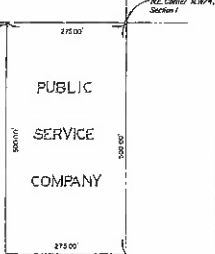
BURNING TREE

A Subdivision of a part of the Northwest Quarter (NW/4) of Section 1, Township 18 North, Range 13 East of the Indian Base and Meridian in the City of Tulsa, County of Tulsa, State of Oklahoma.

A PART OF PLANNED UNIT DEVELOPMENT NO. 112

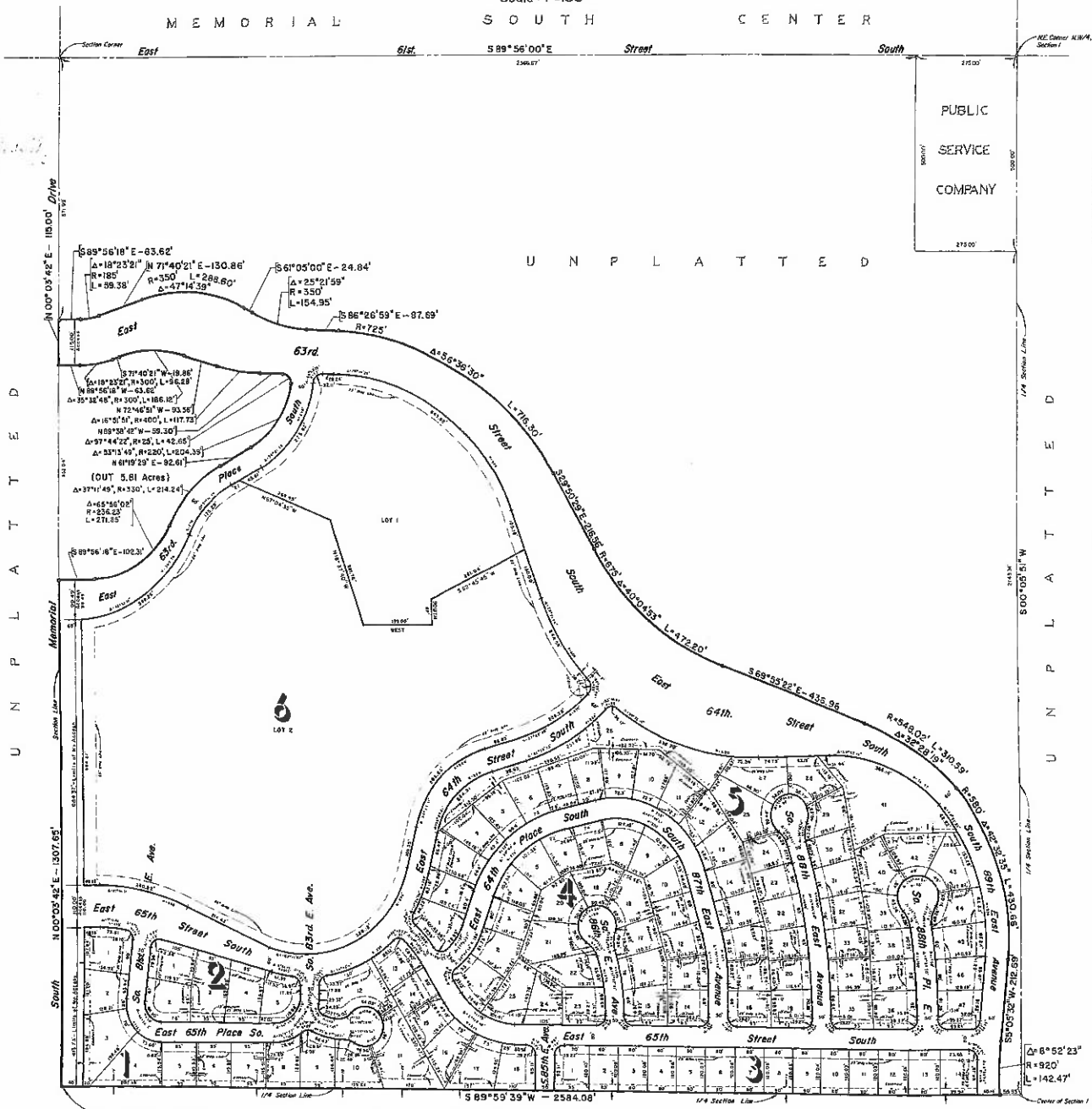


MEMORIAL SOUTH CENTER



OWNER:
616 B MEMORIAL DEVELOPMENT CORP.
5511 East 46th Street
Tulsa, Oklahoma 74145
TEL: 622-2313

ENGINEER:
K. N. COX & ASSOCIATES
209 Resources Services Center
321 South Boston
Tulsa, Oklahoma 74103
TEL: 555-7566



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EXHIBIT

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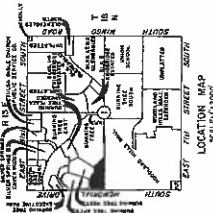
BURNING TREE DUPLEX'S

A RESUBDIVISION OF LOTS 1 THRU 12 INCLUSIVE, BLOCK 1 AND LOTS 1 THRU 5 INCLUSIVE, BLOCK 2 OF BURNING TREE, AN ADDITION TO THE CITY OF TULSA, COUNTY OF TULSA, STATE OF OKLAHOMA, A SUBDIVISION OF A PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION 1, TOWNSHIP 18 NORTH, RANGE 13 EAST OF THE INDIAN BASE AND MERIDIAN IN THE CITY OF TULSA, COUNTY OF TULSA, STATE OF OKLAHOMA.

A PART OF PLANNED UNIT DEVELOPMENT NO. 112

OWNERS:
 MICHAEL S. TERRY, L. HENSHAW (H. & W.)
 BOBAY ARMY, CHANDLER 74002
 TEL. (918) 258-9325

ENGINEER:
 COK & ASSOCIATES, INC.
 1000 N. WILSON AVENUE, SUITE 100
 TULSA, OKLAHOMA 74103
 TEL. (918) 684-3337

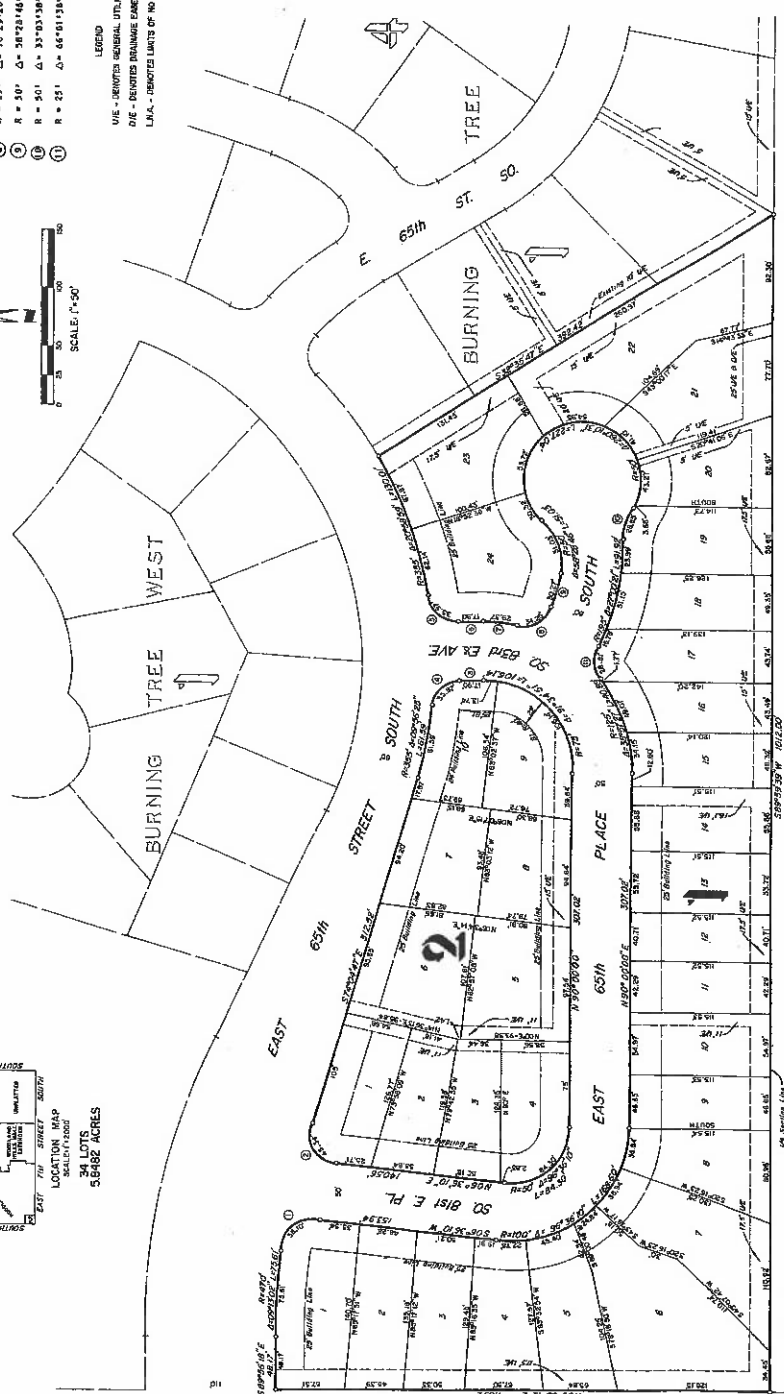


34 LOTS
 5.8482 ACRES

PROPERTY LINE & CURVE DATA

①	R = 25' Δ = 87°19'28" L = 35.18'
②	R = 25' Δ = 99°19'03" L = 43.34'
③	R = 25' Δ = 87°26'51" L = 35.97'
④	R = 25' Δ = 87°26'51" L = 35.97'
⑤	R = 25' Δ = 87°26'51" L = 35.97'
⑥	R = 25' Δ = 87°26'51" L = 35.97'
⑦	R = 125' Δ = 13°27'46" L = 29.37'
⑧	R = 25' Δ = 78°29'28" L = 34.23'
⑨	R = 50' Δ = 58°23'48" L = 51.05'
⑩	R = 50' Δ = 35°53'38" L = 28.45'
⑪	R = 25' Δ = 66°51'38" L = 28.41'

LEGEND
 UIC - IDENTIFIED UTILILITY ALIGNMENT
 OUE - IDENTIFIED DRAINAGE ALIGNMENT
 L.M.A. - IDENTIFIED LIMITS OF NO ACCESS



WOODLAND HILLS MALL

SLAY NO. 4707

STATE OF OKLAHOMA
 COUNTY OF TULSA

NOTARY PUBLIC
 My Comm. Expires 12/31/2011

FILED IN TULSA COUNTY CLERK'S OFFICE
 87 DEC 30 PM 12:07
 TULSA, OKLAHOMA

200 Center Stage

Tulsa 74119

467608

General Warranty Deed

(CORPORATION FORM)

STATE OF OKLAHOMA
TULSA COUNTY
FILED

BOOK 4207 PAGE 1027

THIS INDENTURE, Made this 5th day of March A. D., 1976

1976 MAR 22 AM 11 24

between Land Holding Corporation

a corporation, organized under the laws of the State of Oklahoma

of the County of Tulsa State of Oklahoma, party of the first part,

and Burning Tree Master Association, Inc.

ANITA NESBITT
COUNTY CLERK

part Y of the second part.

WITNESSETH, That in consideration of the sum of Ten and no/100

(\$10.00)

DOLLARS,

the receipt of which is hereby acknowledged, said party of the first part does, by these presents, grant, bargain, sell and convey unto said part Y of the second part its heirs, executors or administrators, all of the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit:

Lot One (1) Block Six (6) Burning Tree Addition
to the City of Tulsa, Tulsa County, Oklahoma
according to the recorded plat thereof

CANCELLED
ANITA NESBITT
Tulsa County Clerk

OKLAHOMA Documentary
Tax Commission
MAR 22 1976
\$ 88.00
RB-17092

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

And said Land Holding Corporation

its successors or assigns, does hereby covenant, promise and agree to and with said part Y of the second part at the delivery of these presents it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance in fee simple, of and in all singular the above granted and described premises, with the appurtenances; that the same are free, clear, and discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances of whatsoever nature and kind. EXCEPT,

and that said Corporation will WARRANT and FOREVER DEFEND the same unto said part Y of the second part its heirs, executors or administrators, against said party of the first part, their successors or assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, The said party of the first part hereto has caused these presents to be signed in its name by its president, and the corporate seal to be affixed, attested by its Secretary at Tulsa, Oklahoma, the year and day first above written.

CORPORATION

LAND HOLDING CORPORATION

Name of Corporation

By [Signature]
Secretary

By [Signature]
President

STATE OF OKLAHOMA,

(CORPORATION ACKNOWLEDGMENT)

County of Tulsa

Before me the undersigned, a Notary Public, in and for said County and State, on this 5th day of March, 1976, personally appeared N. D. Henshaw

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 and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set

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

My commission expires August 3, 1976

Notary Public

EXHIBIT

B

537361

Quit-Claim Deed

(CORPORATION FORM)

BOOK 4249 PAGE 1612

STATE OF OKLAHOMA
TULSA COUNTY

77 FEB -4 PM 12 24

ANITA NELSBITT
COUNTY CLERK

Mary Mitchell

THIS INDENTURE, Made this 1st day of February, 19 77,
between Mingo, Inc.
a corporation, organized under the laws of the State of Oklahoma
of the County of Tulsa State of Oklahoma, party of the first part,
and Burning Tree Master Association, Inc.
party of the second part.

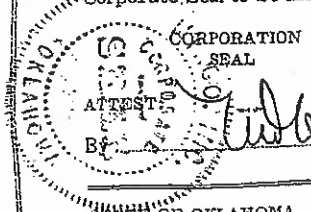
WITNESSETH: That said party of the first part, in consideration of the sum of
Ten and no/100----- (\$10.00)----- DOLLARS
to them duly paid, receipt of which is hereby acknowledged, do hereby quit-claim, grant, bargain, sell
and convey unto the said party of the second part, and to its heirs and assigns forever, all
their right, title, interest and estate, both at law and in equity, of, in and to the following described real
estate, situate in the County of Tulsa and State of Oklahoma, to-wit:

Lot One (1) Block One (1) and Lot Nineteen (19) Block
Four (4) Burning Tree South Addition to the City of
Tulsa, County of Tulsa, State of Oklahoma according to
the recorded plat thereof



Together with all and singular the hereditaments and appurtenances thereunto belonging. To have
and to hold the above granted premises unto the said party of the second part its heirs and
assigns forever.

IN WITNESS WHEREOF, The said party of the first part has hereunto set its hand and caused its
Corporate Seal to be affixed the day and year first above written.



Mingo, Inc. Name of Corporation.

By Barbara F. Henshaw Vice President.

ATTEST
By [Signature] Secretary.

STATE OF OKLAHOMA, } SS. CORPORATION ACKNOWLEDGMENT.
County of Tulsa

Before me, the undersigned, a Notary Public, in and for said County and State, on this 1st day of
February, 19 77, personally appeared Barbara F. Henshaw

and [Signature] who subscribed the name of the maker thereof to the foregoing instrument as its
to me known to be the identical person who she executed the same as her free and
Vice President and acknowledged to me that she executed the same as her free and
voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein
set forth in and for

Given under my hand and seal the day and year last above written.
[Signature] Notary Public.
My commission expires July 14, 1980

2200 4th St. Bldg.

Form 17—Burkhardt Printing & Stationery Co., Tulsa, Okla.

273330

(For Filing Only)

BOOK 4791 PAGE 2380

Quit-Claim Deed

(CORPORATION FORM)

STATE OF OKLAHOMA
TULSA COUNTY
FILED OR RECORDED

1984 MAY 22 PM 4:04

ANITA W. BURNETT
COUNTY CLERK

THIS INDENTURE, Made this 11 day of May, 1984

between LAND HOLDING CORPORATION

a corporation, organized under the laws of the State of Oklahoma

of the County of Tulsa State of Oklahoma, party of the first part,

and BURNING TREE MASTER ASSOCIATION, INC., an Oklahoma corporation

party of the second part.

WITNESSETH: That said party of the first part, in consideration of the sum of

One and no/100 DOLLARS

to them duly paid, receipt of which is hereby acknowledged, do hereby quit-claim, grant, bargain, sell and convey unto the said party of the second part, and to its ~~XXXXXX~~ successors and assigns forever, all their right, title, interest and estate, both at law and in equity, of, in and to the following described real estate, situate in the County of Tulsa and State of Oklahoma, to-wit:

Lots Twenty-six (26) and Forty-two (42), Block Five (5),
and Lot One (1), Block Six (6), BURNING TREE SUBDIVISION,
a Subdivision in the City of Tulsa, Tulsa County, State of
Oklahoma, according to the recorded plat thereof

Together with all and singular the hereditaments and appurtenances thereunto belonging. To have and to hold the above granted premises unto the said party of the second part its successors and assigns forever.

IN WITNESS WHEREOF, The said party of the first part has hereunto set its hand and caused its Corporate Seal to be affixed the day and year first above written.

By James M. Melan Secretary
By Ted Deuschler President
LAND HOLDING CORPORATION
Name of Corporation.

STATE OF OKLAHOMA } ss. CORPORATION ACKNOWLEDGMENT.
County of TULSA

Before me, the undersigned, a Notary Public, in and for said County and State, on this 11 day of May, 1984, personally appeared Ted D. Deuschler

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 and as the free and voluntary act and deed of such corporation, for the uses and purposes therein

My commission expires 4-30-87
Janet S. Reincke
Notary Public.

2200 National Bldg.

Form 17—Burbart Printing & Stationery Co., Tulsa, Okla.

273329

(For Filing Only)

Quit-Claim Deed

(CORPORATION FORM)

STATE OF OKLAHOMA
TULSA COUNTY
FILED OR RECORDED

1984 MAY 22 PM 4:04

ANITA WESBY
COUNTY CLERK

BOOK 1731 PAGE 2379

THIS INDENTURE, Made this 11 day of May, 1984,

between SIXTY-FIRST AND MEMORIAL DEVELOPMENT CORPORATION

a corporation, organized under the laws of the State of Oklahoma of the County of Tulsa State of Oklahoma, party of the first part,

and BURNING TREE MASTER ASSOCIATION, INC., an Oklahoma corporation

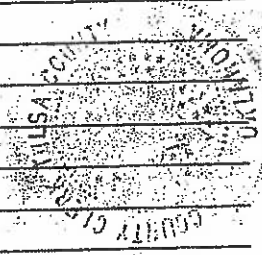
party of the second part.

WITNESSETH: That said party of the first part, in consideration of the sum of

One and no/100-----DOLLARS

to them duly paid, receipt of which is hereby acknowledged, do hereby quit-claim, grant, bargain, sell and convey unto the said party of the second part, and to its successors and assigns forever, all their right, title, interest and estate, both at law and in equity, of, in and to the following described real estate, situate in the County of Tulsa and State of Oklahoma, to-wit:

Lots Twenty-six (26) and Forty-two (42), Block Five (5), and Lot One (1), Block Six (6), BURNING TREE SUBDIVISION, a Subdivision in the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded plat thereof



Together with all and singular the hereditaments and appurtenances thereunto belonging. To have and to hold the above granted premises unto the said party of the second part its successors and assigns forever.

IN WITNESS WHEREOF, The said party of the first part has hereunto set its hand and caused its Corporate Seal to be affixed the day and year first above written.

CORPORATION SEAL

SIXTY-FIRST AND MEMORIAL DEVELOPMENT CORPORATION

Name of Corporation.

By

T. W. Deneham

President.

STATE OF OKLAHOMA, County of TULSA } SS.

CORPORATION ACKNOWLEDGMENT.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 11 day of May, 1984, personally appeared Not. D. Deneham

and 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 and as the 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 and year last above written.

Janet S. Reincke
Notary Public.

My commission expires 11-30-87

Form 17-Burkhard Printing & Stationery Co., Tulsa, Okla.

92 051368

STATE OF OKLAHOMA
TULSA COUNTY
FILED OR RECORDED
92 JUN 15 AM 10:48
JOAN HASTINGS
TULSA COUNTY CLERK

5412 1799

C O R R E C T E D
Quit-Claim Deed

(CORPORATION FORM)

THIS INDENTURE, Made this 10th day of March June, 1992

between LAND HOLDING CORPORATION

a corporation, organized under the laws of the State of Oklahoma

of the County of Tulsa State of Oklahoma, party of the first part,

and BURNING TREE MASTER ASSOCIATION, INC., an Oklahoma corporation

part of the second part.

WITNESSETH: That said party of the first part, in consideration of the sum of

One and no/100----- DOLLARS

to them duly paid, receipt of which is hereby acknowledged, do hereby quit-claim, grant, bargain, sell and convey unto the said party of the second part, and to its ^{successors} ~~heirs~~ and assigns forever, all their right, title, interest and estate, both at law and in equity, of, in and to the following described real estate, situate in the County of Tulsa and State of Oklahoma, to-wit:

Lots Twenty-six (26) and Forty-one (41), Block Five (5),
and Lot One (1), Block Six (6), BURNING TREE SUBDIVISION,
a Subdivision in the City of Tulsa, Tulsa County, State of
Oklahoma, according to the recorded plat thereof.

This corrected Quit Claim Deed is to correct the Quit Claim
Deed found in Book 4791 Page 2380 and dated May 11, 1984,
which incorrectly listed lot forty-two instead of lot
forty-one as intended. This was merely an error in typing.

Exemption - OS 68-3202 (3)

Together with all and singular the hereditaments and appurtenances thereunto belonging. To have and to hold the above granted premises unto the said party of the second part its ^{successors} ~~heirs~~ and assigns forever.

IN WITNESS WHEREOF, The said party of the first part has hereunto set its hand and caused its Corporate Seal to be affixed the day and year first above written.

By [Signature] Secretary.
By [Signature] President.
LAND HOLDING CORPORATION
Name of Corporation.

STATE OF OKLAHOMA,)
County of TULSA) SS. CORPORATION ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public, in and for said County and State, on this JUNE 15 1992, personally appeared N.D. HENSHAW

and to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the President of the said corporation, and acknowledged to me that he executed the same as a free and voluntary act and deed of the said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.
My commission expires Nov 21, 1993
[Signature] Notary Public.

Form 17—Berkhart Printing & Stationery Co., Tulsa, Okla.

921051369

5412 1800

CORRECTED
Quit-Claim Deed
(CORPORATION FORM)

(For Filing Only)
STATE OF OKLAHOMA
TULSA COUNTY
FILED OR RECORDED
92 JUN 15 AM 10:48
JOAN HASTINGS
TULSA COUNTY CLERK

THIS INDENTURE, Made this 10th day of March June, 1992
between SIXTY-FIRST AND MEMORIAL DEVELOPMENT CORPORATION
a corporation, organized under the laws of the State of Oklahoma
of the County of Tulsa State of Oklahoma, party of the first part,
and BURNING TREE MASTER ASSOCIATION, INC., an Oklahoma corporation

part Y of the second part.

WITNESSETH: That said party of the first part, in consideration of the sum of
ONE and no/100----- DOLLARS

to them duly paid, receipt of which is hereby acknowledged, do hereby quit-claim, grant, bargain, sell and convey unto the said part Y of the second part, and to its ~~and~~ ^{successors} and assigns forever, all their right, title, interest and estate, both at law and in equity, of, in and to the following described real estate, situate in the County of Tulsa and State of Oklahoma, to-wit:

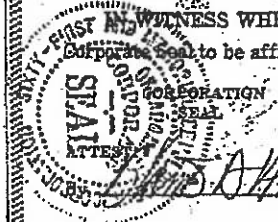
Lots Twenty-six (26) and Forty-one (41), Block Five (5),
and Lot One (1), Block Six (6), BURNING TREE SUBDIVISION,
a Subdivision in the City of Tulsa, Tulsa County, State of
Oklahoma, according to the recorded plat thereof.

This corrected Quit Claim Deed is to correct the Quit Claim Deed found in Book 4791 page 2379 and dated May 11, 1984, which incorrectly listed lot forty-two instead of lot forty-one as intended. This was merely an error in typing.

Exemption-05 68-3202 (3)

Together with all and singular the hereditaments and appurtenances thereunto belonging, To have and to hold the above granted premises unto the said part Y of the second part, its ~~and~~ ^{successors} heirs and assigns forever.

IN WITNESS WHEREOF, The said party of the first part has hereunto set its hand and caused its Corporate Seal to be affixed the day and year first above written.



SIXTY-FIRST AND MEMORIAL DEVELOPMENT CORPORATION
Name of Corporation.

By [Signature] President.
Secretary.

STATE OF OKLAHOMA,)
County of TULSA) SS. CORPORATION ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public, in and for said County and State, on this 10th day of JUNE, 1992, personally appeared N.D. HENSCH and [Signature] and to me known to be the identical persons 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 true and voluntary act and deed and by 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 and year last above written.
My commission expires 21 1993 [Signature] Notary Public.

00012500387

288651

OFFICE OF THE SECRETARY OF STATE



NON-PROFIT
CERTIFICATE OF INCORPORATION

To all to Whom these Presents shall come Greeting

WHEREAS, *Articles of Incorporation* duly requested and accepted of

BURNING TREE MASTER ASSOCIATION, INC.

have been filed in the office of the Secretary of State on the 1st day
of December of 1975 as provided by the Laws of the
State of Oklahoma

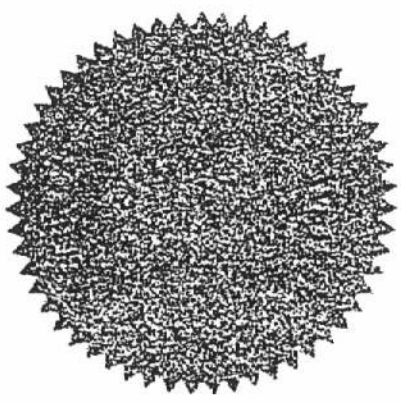
NOW THEREFORE, I the undersigned Secretary of State of the State of
Oklahoma by virtue of the powers vested in me by law do hereby cause this Certificate
of Incorporation

IN TESTIMONY WHEREOF, I do hereby set my hand and cause to be affixed the
Great Seal of the State of Oklahoma

Given at the City of Oklahoma City, this 1st
day of December of 1975

Jerome W. Byrd
Secretary of State

By Barbara Brauer



555 W - 282551

05

EXHIBIT
C



ARTICLES OF INCORPORATION

OF

BURNING TREE MASTER ASSOCIATION, INC.

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss:

TO THE SECRETARY OF STATE OF THE STATE OF OKLAHOMA:

We, the undersigned,

- N. D. HENSHAW, 9511 E. 46 Street
Tulsa, OK 74145
- HOWARD K. EDWARDS, Skyline East Building
Tulsa, OK 74135
- LAWRENCE L. MILAM, 3100 S. Jamestown
Tulsa, OK 74135
- LeROY BLACKSTOCK, 300 Petroleum Club Bldg.
Tulsa, OK 74119
- JOHN T. FORSYTHE, 2325 S. Harvard
Tulsa, OK 74110

have, in compliance with the requirements of the Non-Profit Corporations Act of the State of Oklahoma, 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 BURNING TREE MASTER ASSOCIATION, INC. OK DP

ARTICLE II

The principal office of the corporation is located at Third Floor, Petroleum Club Building, Tulsa, Oklahoma 74119.

ARTICLE III

LeRoy Blackstock, whose address is Third Floor, Petroleum Club Building, Tulsa, Oklahoma 74119, shall be the initial registered agent of the corporation, and Third Floor, Petroleum Club Building, Tulsa, Oklahoma 74119 shall be the initial designated registered office of the corporation.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This association is formed for purposes not involving pecuniary gain or profit to its members and shall have no capital stock. The specific purposes for which this corporation is formed are to provide for the development, maintenance, and improvements so as to enhance and protect the value, desirability, and attractiveness of certain real property within the tract of property described as follows:

Burning Tree, an Addition to the City of Tulsa, Tulsa County, State of Oklahoma, specifically described as:

The Northwest Quarter (NW/4) of Section 1, Township 18 North, Range 13 East of the Indian Base and Meridian;

The Northwest Quarter (NW/4) of the Southeast Quarter (SE/4) of Section 1, Township 18 North, Range 13 East of the Indian Base and Meridian;
and

The East Half (E/2) of the East Half (E/2) of the East Half (E/2) of the Northeast Quarter (NE/4) of the Southwest Quarter (SW/4) of Section 1, Township 18 North, Range 13 East of the Indian Base and Meridian, in the City of Tulsa, County of Tulsa, State of Oklahoma

and to promote the health, safety, and welfare of the residents within the above described property and any additions to that property as may hereafter be brought within the jurisdiction of this association by annexation as provided in these articles, and for these purposes 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) Fix, levy, collect, and enforce payment by any lawful means, all charges or assessments made for construction, maintenance,

and operation of recreation 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;

- (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, 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
- (e) 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.

ARTICLE V

MEMBERSHIP

Every Burning Tree Area Owners Association approved by Declarant shall be a member of this corporation. Membership in any Burning Tree Area Owners Association shall entitle the members of that organization to the rights of use and enjoyment of all facilities of the corporation.

ARTICLE VI

VOTING RIGHTS

Each member of the corporation shall be entitled to one vote and, unless otherwise specified, a vote of a majority of the members shall control.

ARTICLE VII

BOARD OF DIRECTORS

(a) The affairs of this corporation shall be managed by a Board of Directors. The number of directors selected to serve until the first annual meeting or until their successors are elected and qualified shall be five (5). Thereafter, the number of directors shall be determined by the members present at each annual meeting. The number of directors elected shall be no fewer than three (3) and no more than forty-one (41). A director need not be a member of the corporation.

(b) Each Burning Tree Area Owners Association may elect two directors at each annual meeting.

(c) The names and addresses of the persons who are to serve as initial directors for a term of one (1) year are:

- N. D. Henshaw, 9511 E. 46 Street
Tulsa, OK 74145
- Howard K. Edwards, Skyline East Building
Tulsa, OK 74135
- Lawrence L. Milam, 3100 S. Jamestown
Tulsa, OK 74135
- LeRoy Blackstock, 300 Petroleum Club Bldg.
Tulsa, OK 74119
- John T. Forsythe, 2325 S. Harvard
Tulsa, OK 74110

ARTICLE VIII

MERGERS AND CONSOLIDATIONS

To the extent permitted by law, the corporation may participate in mergers and consolidations with other non-profit corporations organized for the same purposes provided that such merger or consolidation shall have the assent of two-thirds (2/3) of the votes of the entire membership.

ARTICLE IX

DISSOLUTION

The corporation may be dissolved by resolution approved by not less than two-thirds (2/3) of the votes of the entire membership. Upon dissolution of the corporation, the assets, both real and personal, 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 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 corporation.

ARTICLE X

DURATION

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

ARTICLE XI

AMENDMENTS

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

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 26 day of November, 1975.

N. D. Henshaw
N. D. Henshaw

Howard K. Edwards
Howard K. Edwards

Lawrence L. Milam
Lawrence L. Milam

LeRoy Blackstock
LeRoy Blackstock

John T. Forsythe
John T. Forsythe

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss:

The foregoing instrument was acknowledged before me this 26 day of November, 1975, by N. D. HENSHAW, HOWARD K. EDWARDS, LAWRENCE L. MILAM, LeROY BLACKSTOCK, and JOHN T. FORSYTHE.

(Seal)

Shirley Clark
Notary Public

My Commission Expires:
September 27, 1979

BY-LAWS OF BURNING TREE MASTER ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is BURNING TREE MASTER ASSOCIATION, INC., referred to in these bylaws as the Association. The principal office of the corporation shall be located at _____, Tulsa, Oklahoma. The meetings of the members and board of directors shall be held at such places within the State of Oklahoma, County of Tulsa, as may be designated by the board of directors.

ARTICLE II

DEFINITIONS

1. "Association" shall mean and refer to Burning Tree Master Association, Inc., its successors and assigns.
2. "Articles" shall mean and refer to the Articles of Incorporation of the corporation.
3. "Properties" shall mean and refer to the following described real property situated in Tulsa County, State of Oklahoma:

The Northwest Quarter (NW/4) of Section 1, Township 18 North, Range 13 East of the Indian Base and Meridian;

The Northwest Quarter (NW/4) of the Southeast Quarter (SE/4) of Section 1, Township 18 North, Range 13 East of the Indian Base and Meridian; and

The East Half (E/2) of the East Half (E/2) of the East Half (E/2) of the Northeast Quarter (NE/4) of the Southwest Quarter (SW/4) of Section 1, Township 18 North, Range 13 East of the Indian Base and Meridian, in the City of Tulsa, County of Tulsa, State of Oklahoma.

4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.
5. "Common Facilities" shall mean all recreational and social facilities owned and operated by the Association for the common use and enjoyment of the members of the Association.
6. "Declarant" is Sixty-First and Memorial Development Corporation, an Oklahoma corporation, its designated successors or assigns if designated declarant for these purposes by Sixty-First and Memorial Development Corporation in a duly recorded written instrument.
7. "Declaration" shall mean and refer to the certificate or certificates of dedication applicable to the properties recorded in the Office of the County Clerk of Tulsa County, Oklahoma.
8. "Lot" shall mean and refer to any separately numbered plot of land shown upon any recorded subdivision plat of the properties with the exception of the common areas owned by or dedicated to this corporation.
9. "Parcel" shall mean and refer to any separately numbered or designated tract of land not subdivided into lots but shown on the plat of the properties. "Lot" and "Parcel" shall not refer to any of the common areas owned by



or dedicated to this corporation, the public or any political subdivision in the United States of America or the State of Oklahoma or any commercial or office areas.

For purposes of these bylaws, any lot or parcel upon which a multi-family structure is permitted and completed shall no longer be defined as a lot from the time a living unit is first sold or leased and continuing as long as a multi-family structure remains on that lot or parcel.

10. "Living Unit" shall mean and refer to any portion of a multi-family structure situated on the properties designed and intended for the use and occupancy as a residence by a single family.

11. "Multi-family Structure" shall mean and refer to any building designed and intended for use and occupancy as a residence by two or more families under one roof.

12. "Members" shall mean and refer to those persons or entities entitled to hold membership in the Association as provided in the Declaration and set forth in these bylaws.

13. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any lot or living unit situated upon the property and which is subject by covenants of record to assessment by the Association, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

ARTICLE III

MEMBERSHIP

Every Burning Tree Area Owners Association *approved by Declarant* shall be a member of the corporation. Membership in Burning Tree Area Owners Association shall entitle the members of those Associations to the right and use of enjoyment of the common areas and common facilities of the Association.

ARTICLE IV

PROPERTY RIGHTS

Each owner shall be entitled to the use and enjoyment of the common area and facilities as provided in the Declaration. Any owner may delegate his rights of enjoyment of the common areas and facilities to members of his family, his tenants or contract purchasers who reside on the property. Each member shall notify the secretary of the corporation in writing of the name of any such delegatee. The rights and privileges of such delegatee are subject to suspension to the same extent as those of the member. Each owner's right and easement of enjoyment in and to the common area and the common facilities shall be appurtenant to and shall pass with title to every lot or parcel to the following provisions:

- (1) The right of the Association to limit the number of guests of members;
- (2) The right of the Association to charge reasonable admission and other fees for the use of *any* common facilities situated upon the common areas;
- (3) The right of the Association in accordance with its Articles and Bylaws to borrow money for the purpose of improving the common area and facilities and in aid thereof to mortgage the same. The rights of the Association, however, shall be subordinate to the right of any mortgages made in good faith and for value prior to such mortgage by the Association;

(4) The right of the Association to suspend voting rights and the right to use of the recreational facilities of any owner for any period during which any assessment against his lot or parcel remains unpaid;

(5) The right of the Association upon the assent of two-thirds (2/3) of the members to dedicate, sell, or transfer all or any part of the common areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members; and

(6) The right of the Association to allow the limited use of the common areas and common facilities by the tenants of office and commercial lots and parcels to charge reasonable fees for such use.

ARTICLE V

MEETINGS OF MEMBERS

1. The first annual meeting of the members shall be on the ____ day of _____, 1976, and each subsequent annual meeting of the members shall be held on the same day of the same month each year thereafter at 7:30 p.m. If the day for the annual meeting of the members is a legal holiday, then the meeting will be held at the same hour on the first day following which is not a legal holiday. The board of directors, by resolution, shall fix a date for the meeting no more than thirty (30) days before or after that date.

2. Special meetings of the members may be called at any time by the president or by the board of directors. A special meeting shall be called upon written request of twenty-five (25) of the members who are entitled to vote.

3. 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 ten (10) days before the meeting to each member entitled to vote addressed to the member's last address appearing on the books of the Association or supplied by such member to the Association for the purpose of notice. The notice shall specify the place, day, hour and agenda of the meeting and in case of a special meeting, the purpose of the meeting.

4. The presence at the meeting of members entitled to vote or of proxies entitled to vote of one-half (1/2) of all the votes shall constitute a quorum for any action except as otherwise provided in these bylaws, the Declaration, or the Articles. If such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting until a quorum shall be present or represented. The meeting may be adjourned to a date not less than forty-eight hours, no more than thirty (30) days after the original meeting date. At such reconvened meeting, the presence of members entitled to cast at least twenty-five percent (25%) of all the votes in person or by proxy shall constitute a quorum. A meeting may only be reconvened once. Thereafter, a new meeting must be called and the original quorum requirements shall be applicable.

5. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the beginning of any meeting where the proxy is to be exercised. Every proxy shall be revocable.

6. Wherever the Articles require the assent of the members, the assent shall be obtained at a meeting called for the purpose, pursuant to the notice, quorum and adjournment requirements applicable. In the event that a quorum is present but the required majority of each class of members is not present in person or by proxy, the members not present may thereafter give their written assent to the action taken.

ARTICLE VI

BOARD OF DIRECTORS

1. The affairs of the Association shall be managed by a board of directors who need not be members of the corporation. *The number of elected to serve until the first annual meeting and until their successors are elected and qualified shall be five (5) directors, but in no case shall there be fewer than three (3). Thereafter, the number of directors shall be determined by the members present at each annual meeting. Each member may elect two (2) directors.* To the extent directorships remain unfilled after each member has elected two directors, any such vacancy shall be filled by directors elected by majority vote of all the members.
2. Directors shall serve for a term of one (1) year and election to the board may be by secret written ballot. Any or all members of the board may be removed from office with or without cause by majority vote of all the members of the corporation. *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 the unexpired term of his predecessor.*
3. No director shall receive compensation for any service he may render to the corporation; however, any director may be reimbursed for his actual expenses incurred in the performance of his duties.
4. Directors shall be elected by the members (subdivisions HOAs). Each member may elect two (2) directors to represent it on the board of directors of the corporation. The board of directors may appoint a Nominating Committee which shall make as many nominations for election to the board, in addition to those elected by the individual members, as it shall in its discretion determine.

ARTICLE VII

MEETINGS OF DIRECTORS

1. Regular meetings of the board shall be held monthly without notice at such place and hour as may be fixed from time to time by resolution of the board.
2. Special meetings of the board shall be held when called by the president of the corporation, or by any two (2) directors, after not less than three (3) days' notice to each director.
3. A majority of the 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.
4. 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 VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. 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 therein, and to establish penalties for the infraction thereof.
 - (b) determine a reasonable admission fee or charge for the use of recreational facilities situated upon the common area;

(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 Bylaws, 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 and such other employees as they deem necessary, and to prescribe their duties and compensation.

2. 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 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 herein, and in the Declaration,

(1) fix the amt of the annual assessment against each lot and living unit at least thirty (30) days in advance of each annual assessment period, as hereinafter provided in Article XI, and

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

(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, 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; and

(g) cause the common areas to be maintained.

ARTICLE IX

OFFICERS AND THEIR DUTIES

1. The officers of this Association shall be a president, a vice president, a secretary, and a treasurer, who shall at all times be members of the board of directors, and such other officers as the board may from time to time by resolution create.

2. The election of officers shall take place at the first meeting of the board of directors following each annual meeting of the members.

3. 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.

4. The board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for one (1) year, have such authority, and perform such duties as the board may from time to time determine.
5. Any officer may be removed from office with or without cause by the board. Any officer may resign at any time by 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, the acceptance of such resignation shall not be necessary to make it effective
6. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.
7. 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.
8. 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; and shall sign all leases, mortgages, deeds, and other written instruments.

Vice President

- (b) The vice president shall act in the place 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 the 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 name and address of the members of the Association together with the number of votes to which each member is entitled, 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.

ARTICLE X

BOOKS AND RECORDS AND RECORDS

1. The books, records and papers of the corporation shall at all times during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles and these bylaws shall be available for inspection by any member at the principal office of the corporation, where copies may be purchased at reasonable cost.

2. There shall be an annual audit of the books and records of the corporation by an independent public accountant and a copy thereof shall be sent to each member within thirty (30) day after completion thereof.

ARTICLE XI

ASSESSMENTS

1. By the declaration each member is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's 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 and shall not pass to his successors in title unless expressly assumed by them.

2. The assessments levied by the Association shall be used *exclusively* for the purpose of promoting recreation, health, safety, and welfare of the residents in the properties and in particular for the improvement and maintenance of the common area, services, and facilities devoted to this purpose and related to the use and enjoyment of the common area, and of the homes situated upon the properties.

3. Until January 1 of the year immediately following the conveyance of the first lot or living unit to an owner, the maximum annual assessment shall be \$ _____ per lot or living unit.

(a) From and after January 1 of the year immediately following the conveyance of the first lot or living unit to an owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July, computed pursuant to the provisions of Section 4 of this Article.

(b) From and after January 1 of the year immediately following the conveyance of the first lot or living unit to an owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding two years and at the end of each period of two years ; provided that any such assessment shall have the assent of the members entitled to cast two-thirds (2/3) of the votes eligible to be cast by each class of members at a meeting duly called for this purpose. Written notice of said meeting setting forth the purposes thereof shall be sent to all the members not less than 30 days nor more than sixty (60) days in advance of the meeting. In the event at any such meeting there are not sufficient members present or by proxy to cast two-thirds (2/3) of all those votes eligible to be cast by each class of members, but there are sufficient members present in person or by proxy to constitute a quorum as hereinafter 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 such increased assessment by the vote required therefore, members not so present at such meeting may, within thirty (30) days thereafter, give their written assent to such assessment, and upon 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 assessment. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(c) After consideration of current maintenance costs and future needs of the Association, the board of directors may fix the annual assessment at an amount not in excess of the authorized maximum.

(d) The annual assessment for an unimproved lot shall be 50% of the assessment for a lot on which a dwelling has been constructed. Beginning the first day of the month following the month in which a building permit is

issued for the construction of a dwelling on an unimproved lot, the assessment shall be as provided in Paragraphs 3 (a) through 3 (c).

(e) The annual assessment for each living unit constructed on a multi-family lot shall be the assessment fixed for a lot. The number of living units assessed shall be the number of allowable living units fixed by the Declarant.

4. The Consumer Price Index establishes the United States City Average numerical rating for the month of July, 1967 as _____. This will be the base rating. To determine the percentage to be applied to the maximum annual assessment for each subsequent year, divide this base rating into the numerical rating established by the Consumer Price Index for the month of July preceding the proposed assessment year. This adjustment percentage, if in excess of 100 percentum, is multiplied by the original maximum annual assessments to obtain the maximum assessment for the subsequent year for each lot and living unit

5. In addition, to the assessments 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 or reconstruction, unexpected repair or replacement of a described capital improvement upon the common area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of the members entitled to cast two-thirds (2/3) of the votes eligible to be cast by each class of members 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. 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 each class of members, but 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 such special assessment by the vote required therefore, members not so present at such meeting may, within thirty (30) days thereafter, give their 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 assessment.

6. At the first meeting called, as provided in Sections 3 and 5 hereof, the presence at the meeting of members or of proxies entitled to cast two-thirds (2/3) of all 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 in Sections 3 and 5, 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

7. The annual assessments provided for herein shall commence as to all lots or living units on January 1, 1976. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. With the exception of the first annual assessment which may be fixed at any time prior to the assessment date, the board of directors of the Association shall fix the amt of the annual assessment against each lot or living unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates of assessments shall be established by the board of directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified or living unit have been paid. A reasonable charge may be made by the board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

8. Any assessments which are not paid when due shall be delinquent and shall constitute a lien on the lot or living unit against which the assessment is made. 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 eighteen percent (18%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same, or foreclose its lien against the property, or both, 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 or living unit. Assessment liens shall continue for a period of one (1) year from the date upon which an assessment becomes delinquent, and no longer; provided that if, within such period, proceedings shall have been instituted to enforce such lien in any court in Tulsa County, Oklahoma, having jurisdiction in suits for the enforcement of liens, such lien shall continue until the termination of the proceeding and until the sale of such lot or living unit under execution of the judgment establishing it.

9. The lien of the assessments provided for herein shall be *subordinate to the lien of any mortgage* now or hereafter placed upon any lot or living unit subject to assessment; provided, however, that such subordination shall apply only to the assessments or installments thereof which have become due and payable prior to the sale of such lot or living unit pursuant to a foreclosure of such mortgage or transfer or conveyance in lieu of such foreclosure. Such sale pursuant to such foreclosure or such transfer or conveyance in lieu of such foreclosure shall not relieve such lot or living unit from liability for any assessments or installments thereof thereafter becoming due nor from the lien of any such subsequent assessments or installments.

10. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority or conveyed to a public utility; (b) the common area; and (c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Oklahoma, as long as such property is not used for residential purposes.

ARTICLE XII

ALLOCATION OF INCOME AND EXPENSES

1. The corporation shall apply all its revenue from whatever sources derived to the payment of its operating expenses and to other necessary items of disbursement, inclusive of but not limited to, retirement of indebtedness, if any, and construction and improvement of recreational facilities. In addition, the corporation may establish reasonable cash reserves for anticipated future disbursements for maintenance and operating expense, construction and improvement of recreational facilities, and the retirement of debt not subject to amortization. At the end of each fiscal year, any funds remaining after such provisions for anticipated future disbursements shall, in the discretion of the board of directors, be:

(a) applied to the construction or improvement of additional recreational facilities *for the benefit of all members of the corporation* and the respective owners of each such member, or

(b) distributed to members of the corporation in a reasonable manner. Any such funds so distributed to the members of the corporation shall be used *in the discretion of each such member for the payment of operating expenses of such member* or for construction or improvement of recreational facilities for the benefit of such member and its owners. In no event shall a member of this corporation make a distribution to its owners of any sums so distributed to it by this corporation;

provided, however, that the board of directors of this corporation shall not permit an unreasonable accumulation of undesignated funds of this corporation. It is the intention of this provision to impose an affirmative obligation of the board of directors to expend or establish cash reserves for future expenditures for the benefit of the homeowners in the Burning Tree area of any cash funds remaining after the payment of current operating expenses, the establishment of reasonable cash reserves for anticipated future disbursements for maintenance and operating expenses, and the establishment of reserves for the construction of recreational facilities or the retirement of debt not subject to amortization.

2. In the event that the corporation has an operating deficit at the end of its fiscal year, after having applied all prior years' surplus earnings, such deficit shall be allocated to members on the following basis:

(a) Each member shall pay that fractional part of the corporation's deficit equal to the total amount of the deficit multiplied by a fraction, the numerator of which is the dollar amount total annual assessments levied by that member on its membership and the denominator of which is the dollar amount of the total annual assessments levied by all members on their memberships.

3. Each member shall treat any assessment against it by the corporation to cover an operating expense deficit as an operating expense of the member.

4. In the event a member fails to pay its share of the corporation's operating expense within thirty (30) days after having been notified of the amount due, the member shall be suspended from participation in the affairs of the corporation, and the member's membership shall be prohibited from using the facilities of the corporation until such time as the amount assessed is paid by the member.

ARTICLE XIII

CORPORATE SEAL

The corporation shall have a seal in circular form having within its circumference the words: BURNING TREE MASTER ASSOCIATION, INC.

ARTICLE XIV

AMENDMENTS

These bylaws may be amended, at a regular or special meeting of the members, by a vote of a seventy-five percent (75%) majority of a quorum of members present in person or by proxy.

ARTICLE XV

FISCAL YEAR

The fiscal year of the corporation shall be the calendar year.

Adopted this ____ day of _____, 1975

(corporate seal) BURNING TREE MASTER ASSOCIATION, INC.

An Oklahoma Corporation

ATTEST:

By: _____

Secretary

President