

OAKBROOK VILLAGE HOMEOWNERS ASSOCIATION

**1140 South 111th East Avenue
Tulsa, Oklahoma 74128
(918) 438-1126**

June 2, 2008

Dear Oakbrook Resident:

Your copy of the Amendment to By-Laws dated September 28, 2007 is enclosed for you to keep with your copy of the Declaration and Bylaws. You should pay particular attention to item "d" regarding EMSA.

Without your own individual coverage you (or your insurance company) will be subject to the full fee for the costs associated with your treatment should you require EMSA ambulance care. As of July 1, 2008, EMSA's emergency charge is \$1,100 plus \$9 per mile.

You can receive program benefits by contacting EMSA and enrolling in EMSA's TotalCare Program individually. Tulsa's TotalCare enrollment period lasts from June 1-June 30 and membership in the program lasts from July 1 to June 30 of the following year. Contact EMSA at 396-2888, 1417 N. Lansing Ave., Tulsa, OK 74106. The cost for your individual TotalCare will be about \$44 for a year.

We need the enclosed "Resident Notification" form signed and completed by you as indicated and returned to the office IMMEDIATELY. This acknowledges that you have been informed of this action and information on option for your individual enrollment. Drop the form in the office mail slot or put in the "Oakbrook clip" and phone 438-1126 and it will be picked up.

Thanks for your prompt cooperation.

OAKBROOK VILLAGE BOARD OF ADMINISTRATORS

RESIDENT NOTIFICATION

I understand that OAKBROOK Village Townhomes located at
Property name

1140 S. 111 E. AV. TULSA, OK 74128 has opted not to
Address

participate in the City of Tulsa's Medical Service Program/TotalCare Ambulance Program. I understand that failure to participate in the Program will subject me, as a resident of the aforementioned property, to the full fee for the costs associated with my treatment, should I require EMSA ambulance care. As of July 1, 2007, EMSA's emergency charge is \$1,100 plus \$9 per mile.

I understand that as a resident of the aforementioned property, I may receive program benefits by contacting EMSA and enrolling in EMSA's TotalCare Program individually. Tulsa's TotalCare enrollment period lasts from June 1-June 30; membership in the program lasts from July 1 to June 30 of the following year.

Signature

Date

Printed name

Address

City, State ZIP

For more information on EMSA's TotalCare program, contact EMSA at:

1417 N. Lansing Avenue • Tulsa, OK 74106
(918) 396-2888 • www.emsaonline.com

If tenant refuses to sign notification, enter tenant's name and address above. Complete section below.

The aforementioned tenant was notified of this property's non-participation in the City of Tulsa Medical Service Program/TotalCare Ambulance Program on _____

Date

Signature

Printed name

Title



AMENDMENT TO BY-LAWS

This declaration made this 18 day of September, 2007, by the Association of Unit Owners of Oakbrook Village Townhomes ("Association"), is made and executed in order to affect and modify the by-laws of said Association, and to amend the same, with respect to the following described real property:

All of Blocks One (1) and Two (2), OAKBROOK VILLAGE, a Subdivision of the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded Plat thereof,

Whereas:

1. The Association, pursuant to the Declaration of Unit Ownership Estate and the by-laws, as the same may have been amended prior to the execution of this document, is empowered to administer and execute the terms and conditions of the Declaration and by-laws in the manner stated therein.

2. Need has arisen for certain amendments to the by-laws in order to reflect a modification of some of the provisions contained therein, and pursuant to proper notice and meeting of the membership of the Association, the owners of said property, in accordance with the terms of the by-laws, have agreed to amend the by-laws in the manner set forth herein, said amendment having been approved by a majority of the owners, as required by Article XVI of the by-laws as amended.

3. It is therefore certified that the by-laws, in accordance with Article XVI of the by-laws, are hereby amended as follows:

a. Article VI (1), is hereby amended by deleting the following language:

"second Tuesday in the month of January in each year."

And replacing the same with the following language:

"on the third Tuesday in the month of October in each year."

b. Article V (2), is hereby amended by deleting the following language:

“Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death, or until he shall resign or shall have been removed in the manner hereinafter provided, whichever occurs first.”

The language shall be replaced by the following new language:

Each officer elected shall hold office for a three-year term from January 1st of the calendar year next following the election until December 31st of the third calendar year immediately following the election, or until his death, or until he shall resign or shall have been removed in the manner hereinafter provided, whichever occurs first. The term of any board member that ceases to actually occupy a unit shall also terminate at the time such occupancy ceases.

- c. Article VI (9) is hereby amended by adding the following additional language to the end of the first sentence thereof:

This provision shall not, however, apply in cases of votes by the unit owners for the board of administrators.

In addition, the following additional language shall be added to Article VI (9), at the end thereof:

Voting by the individual unit owners for members of the Board of Administrators shall be calculated on the basis of one vote per unit, with each such vote being equal in weight to each other vote, and calculated solely upon the basis of unit ownership. The percentage of undivided interest in the common elements shall not apply to or be relevant to votes for the Board of Administrators. Instead, each unit shall be entitled to one vote, and upon the establishment of a quorum, board members shall be elected by a majority of the unit owners casting votes. In all other votes by the unit owners, other than for elections for the Board of Administrators, voting shall be conducted on the proportionate undivided percentage basis, as set forth above.

- d. A new Article XVII (9) is hereby added as follows:

The Association of Unit Owners of Oakbrook Village Townhomes has elected to “opt-out” of the Total Care/EMSA water rate increase of the City of Tulsa. The effect of the opt-out is to require individual unit owners to purchase their own insurance coverage against ambulance service charges, if they desire to have such coverage. Notice is hereby given to all present and future owners of units in Oakbrook Village Townhomes of this “opt-out”, and the need to purchase such insurance coverage for ambulance service, if it is so desired by any individual unit owner. All owners of units shall be responsible for advising any and all occupants and/or tenants of their respective units of this decision to “opt-out” and the need to purchase such insurance coverage for ambulance service, if it is so desired by the occupant and/or tenant.

In witness hereof, the president of the Association hereby certifies that said Amendments are in full force and effect as of the date above first stated.

Association of Unit Owners of
Oakbrook Village Townhomes

By: Lewis Reilly
Lewis Reilly, President

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 28 day of September, 2007, personally appeared Lewis Reilly, President of Association of Unit Owners of Oakbrook Village Townhomes, 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.

Anna J. Crow
Notary Public 03012009

My Commission Expires:

Sept 19, 2011