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Of Counsel - Raymond L. Vaughn, Jr.

Via email - Sanscwbys1@aol.com

Santos Hernandez
5808 SE 87th Street
Oklahoma City Oklahoma 73135

Re: Cambridge Park Addition covenants
Amendment of covenants

Dear Mr. Hernandez:

This is to follow an email I sent you on October 22, 2008. The contents of this letter below are verbatim what I sent you in the email:

Each of the three Sections/Phases to Cambridge Park have a set of Restrictive Covenants. On the first page to each of those covenants contains language to the effect that the covenants shall continue in effect for a period of time and will automatically extend for another period of time unless at that time a certain percentage of the then owners of the lots within each of the Sections/Phases vote to alter the covenants in some agreed way.

I am in receipt of a letter dated October 16, 2008 from JoAnn Sumrall who seems to be of the opinion that it is the Association to Cambridge Park's responsibility to cause an "opportunity" on or around December 31, 2008 for the owners to vote. She is in error in her opinion. No language within the amendment clause requires the Association, or anyone else for that matter, to provide an opportunity to vote. If the Association Board believes a certain amendment or alteration to the covenants is warranted, typically the Board will cause a proposed amendment to be drafted and then call for a vote on the proposal. If an owner believes a certain amendment or alteration is warranted, that owner can organize a vote of the members. It is not incumbent upon the Board to call a vote every time one or more members believe one is warranted (however Oklahoma corporate law does contain provisions on calling a special meeting upon the petition of a certain percentage of owners).

Therefore, it is my opinion that the Board should 1) draft a courteous but clear response to Ms. Sumrall that states 2) the Board has consulted their attorney, has evaluated the Association's resources, and has determined the Association has neither the obligation nor the resources to call for a speculative vote on December 31, 2008, and 3) Ms. Sumrall is free to organize a meeting and to seek sufficient

support at such meeting for her proposed amendments and/or alterations to the covenants.

If you have any questions, please feel free to contact this office.

Sincerely,

VAUGHN, WINTON & CLARK

A handwritten signature in blue ink, appearing to read "Matthew L. Winton". The signature is fluid and cursive, with the first name "Matthew" and last name "Winton" clearly legible.

Matthew L. Winton

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