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Book: RB 3517 Page:687

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Cleveland County, OK

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HALL PARK PROPERTY OWNERS' ASSOCIATION
CERTIFICATE OF INCORPORATION

THIS DECLARATION, made this 29 day of November, 2002, by Hallbrooke Development Group HP, L.L.C., an Oklahoma limited liability company, hereinafter referred to as "Hallbrooke".

WHEREAS, Hallbrooke is the Owner of certain real property located in the Town of Hall Park, Cleveland County, State of Oklahoma, which is more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference; and

WHEREAS, Hallbrooke has caused the above-described real property to be platted under the name of "Hall Park Seventh Addition" (the "Subdivision"), and intends to create thereon and on adjacent property, a community which provides for common upkeep of certain entrances/rights of way/medians/fences within the Property; and

WHEREAS, Hallbrooke desires to provide for the preservation of the values and amenities in said community and for the maintenance, upkeep, improvement and administration of its entrances/rights of way/medians/fences and all improvements now existing or hereafter erected thereon, and any property added to the common areas of development by Supplementary Declarations, as provided in Article IX hereof and to establish and create an entity and agency for such purpose and for the purpose of maintaining and administering the Common Areas (hereinafter defined) and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, pursuant to 60 Okla. Stat. §851 et seq. (2001), which allows the owners of property in a real estate development to form an "owner's association" for the purpose of "providing management, maintenance, preservation and control of commonly owned areas or any portion or interest in them" and "enforcing all mutual, common or reciprocal interests in or restrictions upon all or portions of such separately owned lots, parcels or both," Hallbrooke has incorporated under the laws of the State of Oklahoma, as a non-profit corporation, Hall Park Property Owners' Association, for the purpose of exercising the aforementioned functions.

ARTICLE I

The name of the Association is THE HALL PARK PROPERTY OWNERS' ASSOCIATION, a non-profit corporation (hereinafter called the "Association").

ARTICLE II

The principal office of the Association is located at 3750 West Main, Suite AA, Norman, Oklahoma 73072, Cleveland County, Oklahoma.

Return to:
CROWE & DUNLEVY
2500 McGee Drive, Suite 140
Norman, OK 73072-6705

ARTICLE III

Russell L. Bates, III, whose address is 3750 West Main, Suite AA, Norman, Oklahoma 73072, is hereby appointed the registered service agent of the Association.

ARTICLE IV

The following words when used in this Certificate of Incorporation or any Supplementary Declaration shall, unless the content shall prohibit have the following meanings:

4.1 "Association" shall mean and refer to HALL PARK PROPERTY OWNERS' ASSOCIATION.

4.2 "By-Laws" shall mean the By-laws of the Association which are or shall be adopted by the Board of Directors of the Association or as may from time to time be amended. Said By-Laws shall not enlarge the authority herein granted to the Association;

4.3 "Common Areas" shall mean:

- (i) perimeter fences or fences around other Common Areas, if any, installed by Hallbrooke on the Properties;
- (ii) the area which is not part of the Properties, but which requires maintenance as shown under the General Plan as defined in Article IX hereof;
- (iii) portions of the public right-of-way that provide entrances to the Property and any common or pedestrian access areas in and surrounding the Property as shown under the General Plan as defined in Article IX hereof;
- (iv) portions of the public right-of-way that border the perimeter fences as shown under the General Plan as defined in Article IX hereof.

4.4 "Declaration" shall mean the Owner's Certificate, Dedication and Reservations applicable to the Property filed by Hallbrooke with the County Clerk of Cleveland County, Oklahoma.

4.5 "Lot" shall mean those tracts of land so designated on the plat of the Property.

4.6 "Owner" shall mean the record owner, whether one or more persons, of the fee simple title to any Lot, including contract sellers, but shall not include a mortgagee unless such mortgagee has acquired title pursuant to foreclosure; nor shall such term include any other person who has an interest merely as security for the performance of an obligation.

4.7 "Property or Properties" shall mean and refer to that certain real property described on Exhibit "A" hereof and any property added to the common scheme of development by Supplementary Declarations, as provided in Article IX hereof.

4.8 "Supplementary Declaration" shall mean a Supplementary Declaration filed under the provisions of Article IX hereof.

ARTICLE V

The Association shall not operate for pecuniary gain or profit, shall not issue capital stock, and no part of the net earnings of the Association shall inure to the benefit of any member or individual (except that reasonable compensation may be paid for services rendered), and the specific purposes for which it is formed are to provide for:

- (i) the use, improvement, maintenance, operation and repair of the Common Areas as defined herein, including any improvements located thereon;
- (ii) the establishment of rules and regulations for the use of the Common Areas including any improvements located thereon;
- (iii) the distribution among the Owners of the Lots of the costs of the use, improvements, maintenance and repair of the Common Areas, including any improvements located thereon. Distribution of the cost to be in the form of an annual assessment established by the Association with the initial maximum annual assessment to be as follows:

Class A Member - \$70.00 per year

Class B Member - \$70.00 per year

The initial annual assessment will be due as determined by the Association. Each subsequent year after the initial assessment the annual assessment may be increased as determined by the Association provided any increase does not exceed ten (10%) percent above the assessment for the previous year without a vote of the membership. Any increase of the assessment above the ten percent must be approved by a majority of each Class of membership.

Notwithstanding the foregoing, monies expended by Hallbrooke prior to or during any assessment period in improving and maintaining the Common Areas or providing services which would otherwise be the responsibility of the Association shall be applied as credits to the sums otherwise owed by Hallbrooke to the Association hereunder as annual maintenance or special assessments for the same period, upon the receipt by the Association of satisfactory evidence thereof from Hallbrooke. Should the amounts so expended by Hallbrooke in any assessment period exceed the assessments against Hallbrooke for that period, the difference shall be carried over and applied as a credit or credits in the succeeding period or periods.

The lien of the assessments shall be subordinate to the lien of any first mortgage now or hereafter placed upon any Lot being assessed. Sale or transfer of any Lot shall not affect the assessment lien, provided that the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, but further provided that no sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the then current per annum national prime rate as published by the Wall Street Journal, or its successor, plus four percent (4%), and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and there shall be added to the amount of the delinquent assessment the costs of preparing the petition or complaint in the action. Any judgment thereafter obtained shall include interest on the assessment as above provided, and a reasonable attorney's fee to be fixed by the court, together with the costs of the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or by the abandonment of his Lot.

In furtherance of these purposes, the Association (by action of its Board of Directors unless otherwise noted in this Certificate of Incorporation or in the By-Laws) shall have full power to:

(a) Exercise all of the powers and privileges reasonably necessary to carry out the foregoing purposes and to perform all of the duties and obligations of the Association as set forth in this Certificate of Incorporation or in the By-Laws as the same may be amended from time to time.

(b) Fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the By-Laws; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the affairs of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.

(c) Borrow money and, with the assent of ninety percent (90%) of the votes of each class of members of the Association, mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

(d) Dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority, or utility subject, however, to such conditions as may be agreed to by the members.

ARTICLE VI

Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

ARTICLE VII

The Association shall have two classes of voting membership:

Class A: Class A members shall be all Owners with the exception of Hallbrooke and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members, but for purposes of a quorum they shall be treated as a single member. The votes for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B: The Class B Member(s) shall be Hallbrooke and shall be entitled to three (3) votes for each Lot owned.

In the event additional Properties are added to the development, as provided in Article IX, Hallbrooke, as the Owner of those Lots, shall be a Class B member of those Lots until they are sold, notwithstanding the fact that all of the Lots in the Subdivision may have been sold by Hallbrooke and Hallbrooke has no vote at the time of the addition of the new Properties.

ARTICLE VIII

The affairs of this Association will be managed by a Board of three (3) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the By-laws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

Russell L. Bates, III, 3750 West Main, Suite AA, Norman, Oklahoma 73072

Edna Maxine Bates, 3750 West Main, Suite AA, Norman, Oklahoma 73072

Tracy Bates, 3750 West Main, Suite AA, Norman, Oklahoma 73072

These Directors (herein called "Charter Directors") shall serve until the first annual meeting of the members at which their successors are elected. In the event of death or resignation of a Charter Director during his term of office, the remaining Charter Directors shall elect a successor Charter Director to fill the unexpired term of such Charter Director.

ARTICLE IX

Hallbrooke, without the consent of the members of the Association, and notwithstanding the fact that Hallbrooke has previously sold all of the Lots in the currently platted Subdivision

may at any time within ten (10) years from this date annex additional or adjacent or abutting lands to the Properties covered by this Certificate of Incorporation. However, in order for the Properties to be eligible for annexation, they must appear on the General Plan of Development (the "General Plan") prepared prior to the sale of any Lot in the Subdivision, and made available to every purchaser at Hallbrooke's office, 3750 West Main, Suite AA, Norman, Oklahoma 73072, prior to such sale. The General Plan shall allow the proposed additions, and shall contain (i) a general indication of size and location of the additional development stages and the proposed land uses in each; (ii) the approximate size and location of Common Areas proposed for each stage; and (iii) the general nature of the proposed improvements on the Common Areas. Such General Plan does not bind Hallbrooke, its successors or assigns, to make the proposed additions, or, if such additions are not made, to adhere to the General Plan in any subsequent development of the land shown thereon.

The additions authorized under this Article shall be made by filing of record a Supplementary Declaration with respect to the additional property, which shall extend the scheme of this Declaration to such property. In no event, however, shall such Supplementary Declaration revoke, modify or add to the purposes and powers of the Association established by this Declaration as to the Property covered thereby prior to such addition.

ARTICLE X

The Association may be dissolved with assent given in writing and signed by the holders of not less than ninety percent (90%) of the votes of each class of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that, acceptance of such a dedication is refused, the assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to similar purposes.

ARTICLE XI

The Association shall exist perpetually.

ARTICLE XII

Amendment of this Certificate of Incorporation shall require the assent of ninety percent (90%) of the members. Anything set forth above in this Article XII to the contrary notwithstanding, Hallbrooke shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of this Certificate of Incorporation or the Declarations, all as from time to time amended or supplemented. This unilateral right, power and authority of the Company may be exercised if and only if either the Veterans Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the United States of the Property or any part thereof or any Lots thereon for federally approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration or similar programs. If the Veterans Administration or the Federal Housing

Administration or any successor agencies thereto approve the Property or any part thereof or any Lot therein for federally approved mortgage financing purposes, any amendments to this Certificate of Incorporation or the Declarations shall also require the prior consent of the agency giving such approval.

ARTICLE XIII

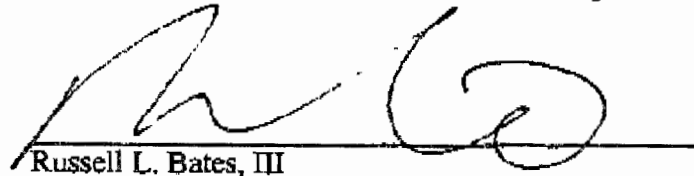
The names and addresses of the incorporators, being persons legally competent to enter into contracts for the purpose of forming a not-for-profit corporation pursuant to the Oklahoma General Corporation Act are listed below:

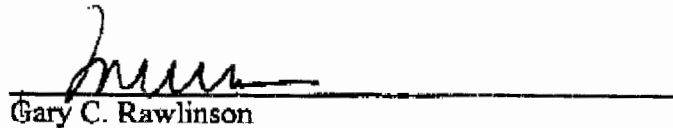
Russell L. Bates, III, 3750 West Main, Suite AA, Norman, Oklahoma 73072

Gary C. Rawlinson, 2500 South McGee Drive, Suite 140, Norman, Oklahoma 73072

Tracy Bates, 3750 West Main, Suite AA, Norman, Oklahoma 73072

IN WITNESS WHEREOF, for the purpose of forming this Association under the laws of the State of Oklahoma, the undersigned incorporators executed the Certificate of Incorporation this 29 day of November, 2002.

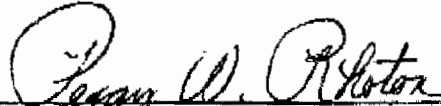

Russell L. Bates, III


Gary C. Rawlinson


Tracy Bates

STATE OF OKLAHOMA)
) ss:
COUNTY OF CLEVELAND)

The foregoing instrument was acknowledged before me this 29 day of November, 2002, RUSSELL L. BATES, III, GARY C. RAWLINSON, and TRACY BATES on behalf of Hallbrooke Development Group HP, L.L.C., an Oklahoma limited liability company.



Notary Public

My commission expires:



Property Owners Association Documents.. begins
with original filing under name of Hall Park
Property Owners and thereafter amended as follows:

Doc#:R 2005 50810
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Filed:10-31-2005 GVH
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Cleveland County, OK

**SUPPLEMENTARY DECLARATION FOR
HALLBROOKE ADDITION SECTION 2**

1
21st

This Supplementary Declaration is made and entered into this 31st day of October, 2005, by Hallbrooke Development Group HP, L.L.C., an Oklahoma limited liability company, hereinafter referred to as "Declarant".

W I T T N E S S E T H

1. Recitations. On or about November 27, 2002, Declarant executed an Owner's Certificate Dedication and Reservations for Hall Park Seventh Addition ("Declaration"). The Declaration was filed on December 6, 2002, in Book 3517 at Page 696 in the Office of the County Clerk of Cleveland County, Oklahoma.

On or about November 29, 2002, Declarant executed the Hall Park Property Owners' Association Certificate of Incorporation (the "Certificate"). The Certificate was filed with the Oklahoma Secretary of State on December 2, 2002, and on December 6, 2002, was filed of record in Book 3517 at Page 687 in the Office of the County Clerk, Cleveland County, Oklahoma. On August 29, 2003, the Hall Park Property Owners' Association changed its name to Hallbrooke Property Owners' Association ("Association") by filing an Amended Certificate of Incorporation with the Oklahoma Secretary of State.

On or about September 13, 2004, the Certificate was further amended, as provided for in Article VII of the Certificate, by execution of the Second Amendment to Hallbrooke Property Owners' Association Certificate of Incorporation (the "2nd Amendment"). The 2nd Amendment was filed on September 14, 2004 with the Oklahoma Secretary of State and on September 14, 2004 with the County Clerk of Cleveland County, Oklahoma, in Book 3890 at Page 234-239.

The Certificate in Article IX provides that Declarant may annex additional land adjacent to the Subdivision (as defined in the Certificate and Declaration) by the filing of a Supplementary Declaration in order to extend the development scheme to the adjacent property. Declarant's General Plan (as defined in the Certificate) shows that the adjacent property described on Exhibit "A" hereto (the "Additional Property") is a part of this general development. Declarant has platted the Additional Property as Hallbrooke Addition Section 2 in accordance with the ordinances of the City of Norman.

Declarant intends to create within Hallbrooke Addition Section 2, an extension of the residential community existing in the Subdivision, which will be maintained for the benefit of those living within the Subdivision, the Additional Property and any other property which is included therein by the filing of additional Supplementary Declarations.

Declarant further intends to extend the scheme of voting rights contained in the Certificate to the Additional Property and to provide that all persons owning lots within

Hallbrooke Addition Section 2 shall be members of the Association, and the lots within Hallbrooke Addition Section 2 shall be subject to the terms and conditions of the Certificate. Declarant further intends to file an Owner's Certificate, Dedication, Reservations and Grant of Easements for Hallbrooke Addition Section 2 providing for protective covenants relating solely to Hallbrooke Addition Section 2, leaving the covenants and restrictions in the Declaration to apply only to Hallbrooke Seventh Addition.

2. Supplementary Declaration. Declarant hereby extends the scheme of development contained in the Certificate, including without limitation, the voting rights, to the Additional Property and the Additional Property shall be held, transferred and acquired subject to the provisions of the Certificate. The Common Areas described in the Owner's Certificate, Dedication, Reservations and Grant of Easements for Hallbrooke Addition Section 2 contain a description of the Common Areas added to the development scheme in accordance with the General Plan, which Common Areas are to be maintained by the Association.

3. Protective Covenants. The Covenants and Restrictions applicable to the Additional Property shall not, however, be those set forth in the Declaration, but shall be in accord with the Owner's Certificate, Dedication, Reservations and Grant of Easements for Hallbrooke Addition Section 2 filed contemporaneously herewith.

4. Effective Date. From and after the filing of this Supplementary Declaration for Hallbrooke Addition Section 2 in the Office of the County Clerk of Cleveland County, Oklahoma, the Additional Property shall be entitled to all of the benefits of, and shall be subject to all of the restrictions imposed in, the Certificate.

IN WITNESS WHEREOF, the Declarant has executed this Supplementary Declaration for Hallbrooke Addition the day and year first above written.

"DECLARANT"

HALLBROOKE DEVELOPMENT
GROUP HP, L.L.C.

By:



Russell L. Bates, III, Manager

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Book: RB 3890 Page: 234

ALB

CERTIFICATE

Doc#:R 2004 46248
Bk&Pg:RB 3890 234-239
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Cleveland County, OK

STATE OF OKLAHOMA)
) ss:
COUNTY OF CLEVELAND)

Tracy Bates, being first duly sworn upon oath, certifies that:

1. She is the duly elected, qualified and acting Secretary of Hallbrooke Property Owners' Association (the "Association").
2. In accordance with Article XII of the Certificate of Incorporation of the Association, the Second Amendment to Hallbrooke Property Owners' Association Certificate of Incorporation (attached hereto as Exhibit A) was approved by ninety percent (90%) of the Members of the Association, and has been filed in the office of the Secretary of State of the State of Oklahoma.

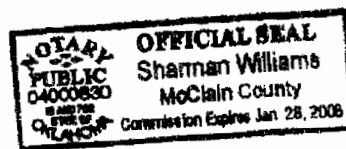
Executed at Norman, Oklahoma, this 13th day of September, 2004.

Tracy Bates
Tracy Bates

Subscribed and sworn to before me this 13th day of September, 2004.

Sharran Williams
Notary Public

My commission expires:
Commission No. 1-28-08



Book: RB 3890 Page: 235

**SECOND AMENDMENT TO HALLBROOKE
PROPERTY OWNERS' ASSOCIATION
CERTIFICATE OF INCORPORATION**

This Second Amendment to Hallbrooke Property Owners' Association Certificate of Incorporation is executed this 3rd day of September, 2004, by Hallbrooke Property Owners' Association ("Association"),

WITNESSETH:

1. Recitations. On or about December 2, 2002, Hallbrooke Development Group HP, L.L.C. ("Hallbrooke") filed the Hallbrooke Property Owners' Association Certificate of Incorporation (the "Certificate") with the Oklahoma Secretary of State. The Certificate was filed on December 6, 2002, in the office of the County Clerk of Cleveland County, Oklahoma. On August 29, 2003, the Certificate was amended to change the name of the Association to its present name.

Association has voted to amend the Certificate further in accordance with Article XII of the Certificate.

Capitalized terms in this Second Amendment shall have the meaning attributed to them in the Certificate.

2. Amendment. The Certificate is amended as follows:

2.1 Common Areas. The following shall be included in the Certificate as Section 4.3 (v):

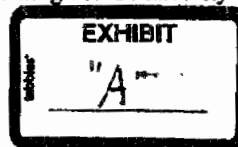
"All property denominated as Common Areas in the Owners' Certificate Dedication, Reservations and Grant of Easements of property to which the development scheme contained in the Declaration has been extended by the filing of a Supplementary Declaration as provided in the Certificate."

2.2 Lot. The definition of Lot in Section 4.5 of the Certificate is deleted and the following is inserted in its stead:

4.5 "Lot" shall mean those tracts of land so designated on the plat of any Property.

2.3 Article V. Article V is modified as follows:

(a) The initial maximum annual assessment as provided in Article V(iii) shall be increased at the time the Community Center shown on the General Plan is constructed and the plat of the Property containing the Community Center is filed of record. The amount



Book: RB 3890 Page: 236

of such assessment shall be determined by the Board of Directors of the Association, but shall not exceed \$~~400.00~~ per year. The assessment for Class C Members shall be the same as for Class A and Class B Members.

- (b) The following paragraph is added to Article V as the third paragraph of said Article V.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year, 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 Areas; provided that any such assessment shall have the assent of at least two-thirds (2/3) of the Members pursuant to votes cast at a meeting duly called for this purpose, notice of which meeting shall be sent to all Members not less than ten (10) nor more than forty (40) days in advance of the meeting.

- (c) Article V (c) is amended to change 90% to 75%.
- (d) Article V (d) is modified to provide that any conveyance must first be approved by the City of Norman.

- 2.4 Article VII is amended to add the following paragraph.

Class C Members shall include all property owners within the boundaries of the Town of Hall Park, prior to its disincorporation, who submit application to and are accepted by the Association for limited membership in the Association. Such membership shall be limited to the usage of the Community Center, as that term is defined in the Owner's Certificate, Dedication, Reservation and Grant of Easements (Hallbrooke Section 1 P.U.D.). Class C Members have no voting rights nor will they be considered as "Members", as that term is used in this Certificate.

- 2.5 Article IX.

- (a) A copy of the General Plan is attached hereto as Exhibit A and made a part hereof by this reference.
- (b) The last paragraph of Article IX is deleted and the following is inserted in its stead:

The additions authorized under this Article shall be made by filing of record a Supplementary Declaration with respect to the

Book: RB 3890 Page: 237

additional property, which shall extend the scheme of the development proposed by this Certificate to such property. In no event shall such Supplementary Declaration revoke, modify or add to the purposes and powers of the Association established by this Certificate as to the Property covered thereby prior to such addition.

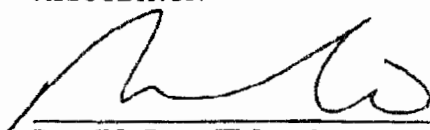
2.6 Article X is amended to change 90% to 75%

2.7 Article XII is amended to provide that any amendment of this Certificate of Incorporation shall be by a vote of 75% of the Members or by a written document signed by Members sufficient to constitute a 75% vote of the Members.

3 Binding Effect This Agreement shall inure to the benefit of the Property and shall bind the undersigned and its successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this Second Amendment to Hallbrooke Property Owners' Association Certificate of Incorporation the day and year first above written.

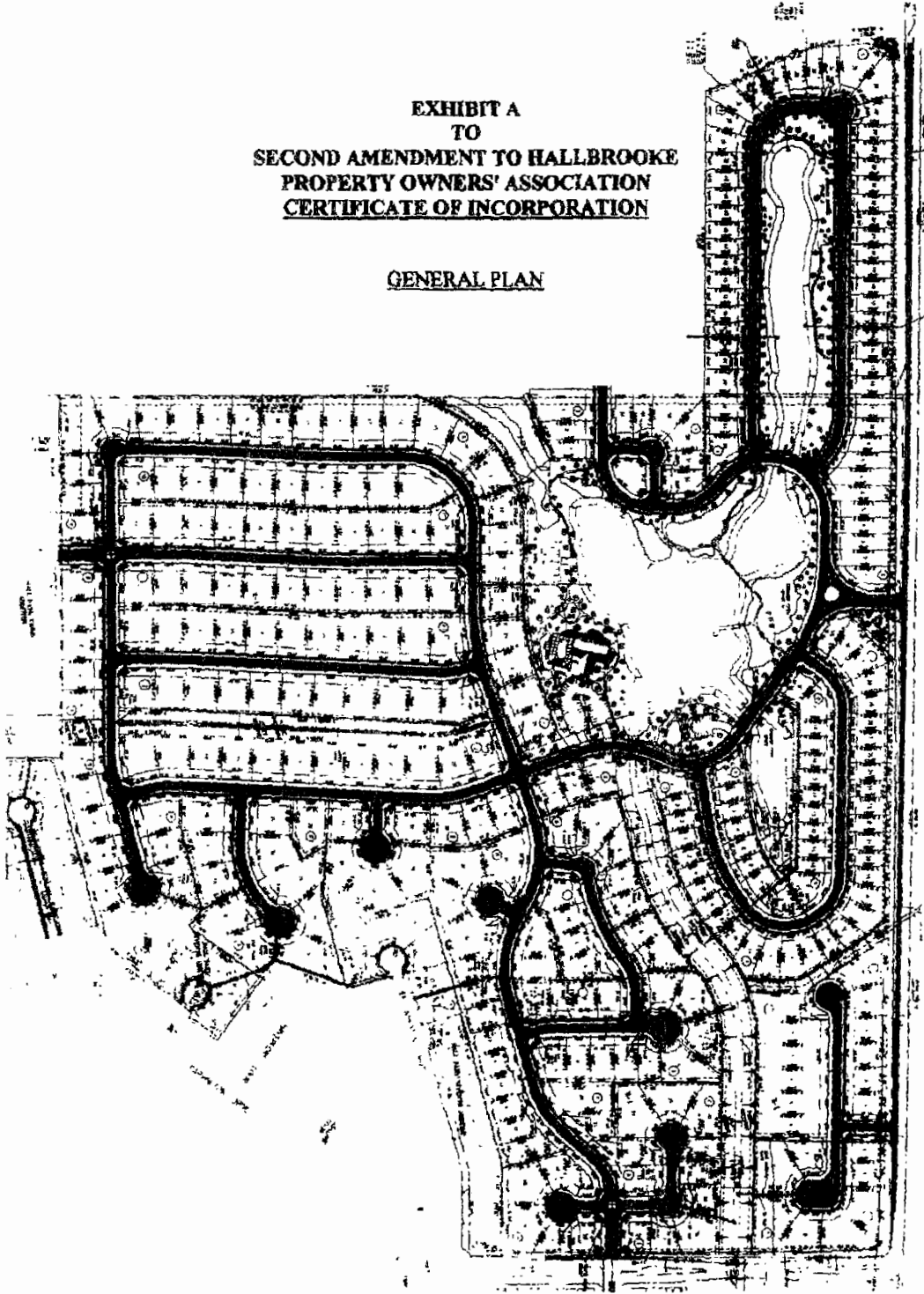
HALLBROOKE PROPERTY OWNERS' ASSOCIATION

By  _____
Russell L. Bates, III, President

Book: RB 3890 Page: 238

**EXHIBIT A
TO
SECOND AMENDMENT TO HALLBROOKE
PROPERTY OWNERS' ASSOCIATION
CERTIFICATE OF INCORPORATION**

GENERAL PLAN



Book: RB 3890 Page: 239

Exhibit A

All of
HALL PARK SEVENTH ADDITION to
Hall Park, as annexed by the City of Norman, Cleveland County,
Oklahoma, according to the recorded plat thereof.