

**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 clarations, 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.

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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.

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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.

**Not Official**  
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:

**Not Official**

- 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.

**Not Official**



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.

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

**Not Official**  
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.

**Not Official**  
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

**Not Official**  
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

**Not Official**  
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

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

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.

**Not Official**

**ARTICLE XIII**

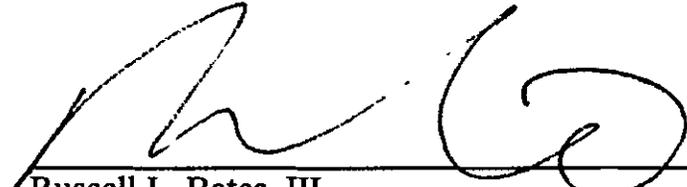
The names and addresses of the incorporators, being persons legally competent to enter into contracts for the purpose of forming a not-for-profit corporation pursuant to the Oklahoma General Corporation Act are listed below:

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

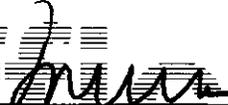
Gary C. Rawlinson, 2500 South McGee Drive, Suite 140, Norman, Oklahoma 73072

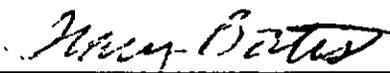
Tracy Bates, 3750 West Main, Suite AA, Norman, Oklahoma 73072

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

**Not Official**

  
\_\_\_\_\_  
Gary C. Rawlinson

  
\_\_\_\_\_  
Tracy Bates

**Not Official**

COUNTY OF CLEVELAND

) ss:  
)

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:



Not Official

Not Official

Not Official



## LEGAL DESCRIPTION

Being a part of the E. 1/2, Section 21, Township 9 North, Range 2 West, I.M., Hall Park, Cleveland County, Oklahoma, and being more particularly described as follows:

**Not Official**

BEGINNING at the Southwest corner of Lot 1, Block 8, of the filed final plat of Hall Park Sixth Addition (Book 13, Page 47); THENCE South 74°35'00" West a distance of 210.00 feet; THENCE North 15°25'00" West a distance of 309.99 feet; THENCE North 74°35'00" East a distance of 847.97 feet; THENCE North 90°00'00" East a distance of 267.25 feet to a point on the West right-of-way line of N.E. 24th Street; THENCE South 00°23'18" East, and along said West right-of-way line, a distance of 105.00 feet; Thence South 44°48'21" West a distance of 35.24 feet to a point on the North right-of-way line of Wheaton Drive; THENCE South 90°00'00" West a distance of 171.47 feet to a point of curvature; THENCE around a curve to the left having a radius of 399.40 feet (said curve subtended by a chord which bears South 82°17'30" West a distance of 107.14 feet) and an arc distance of 107.47 feet; THENCE South 74°35'00" West a distance of 566.32 feet; THENCE South 15°25'00" East a distance of 180.00 feet to the POINT OF BEGINNING.  
Containing 4.14 acres, more or less.

And also,

Being a part of the E. 1/2, Section 21, Township 9 North, Range 2 West, I.M., Hall Park, Cleveland County, Oklahoma, and being more particularly described as follows:

**Not Official**

BEGINNING at the northern most corner of Lot 10, Block 7, of said filed final plat of Hall Park Sixth Addition; THENCE South 36°23'00" West a distance of 110.00 feet; Thence North 53°37'00" West a distance of 20.00 feet; Thence South 36°23'00" West a distance of 160.00 feet; Thence North 53°37'00" West a distance of 215.00 feet; Thence North 36°23'00" East a distance of 270.00 feet; Thence South 53°37'00" East a distance of 235.00 feet to the POINT OF BEGINNING.  
Containing 1.38 acres, more or less.

And also,

**Not Official**

Being a part of the E. 1/2, Section 21, Township 9 North, Range 2 West, I.M., Hall Park, Cleveland County, Oklahoma, and being more particularly described as follows:

BEGINNING at the Northwest corner of Lot 1, Block 6, of said filed final plat of Hall Park Sixth Addition; THENCE South 15°00'00" East a distance of 280.00 feet; THENCE South 75°00'00" West a distance of 588.12 feet; THENCE South 90°00'00" West a distance of 130.96 feet; THENCE North 00°00'00" East a distance of 300.00 feet; THENCE North 90°00'00" East a distance of 168.66 feet; THENCE North 75°00'00" East a distance of 473.98 feet to the POINT OF BEGINNING.  
Containing 1.45 acres, more or less.

This Grant of Right-of-Way entered into on this 30<sup>th</sup> day of December 2003 by and between HALLBROOKE DEVELOPMENT GROUP, HP, L.L.C., hereinafter referred to as "Grantor" and the HALLBROOKE PROPERTY OWNERS' ASSOCIATION, INC., hereinafter referred to as "Grantee".

RECITALS:

1. Grantor is the owner in fee of the following described real property to-wit:  
Lots NINE (9), TEN (10), and FIFTEEN (15) in Block ONE (1), and Lots TWO (2) and THREE (3) in Block TWO (2) of HALL PARK SEVENTH Addition to Hall Park as annexed by the City of Norman, Cleveland County, Oklahoma, according to the recorded plat thereof.
2. That certain undeveloped land abuts Lots 9, 10 and 15 in Block 1 and Lots 2 & 3 in Block 2 of Hall Park Seventh Addition which will be developed and in the future maintained by the Hallbrooke Property Owners Association.
3. That Grantor desires to provide access to the owners and residents of Hall Park Seventh Addition to the adjoining tract.
4. That in consideration of Grantor providing to Grantee access to the said adjoining tract, Grantee desires to maintain the granted right-of-way.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and to be well and truly performed by the parties hereto, it is agreed as follows:

1. Grantor hereby grants, bargains and conveys to Grantee a right-of-way for a passage way and drainage easement ten (10) feet wide, more particularly described as follows:  
The West five (5) feet of Lot Nine (9) in Block One (1) and  
The East five (5) feet of Lot Ten (10) in Block One (1) and  
The East fifteen (15) feet of Lot Fifteen (15) in Block One (1) and  
The West five (5) feet of Lot Two (2) and  
The East five (5) feet of Lot Three (3) in Block Two (2) of  
HALL PARK SEVENTH ADDITION to Hall Park as annexed by the City of Norman, Cleveland County, Oklahoma, according to the recorded plat thereof.
2. By acceptance of this grant and in consideration of the above-referred to conveyance, Grantee, its successors and assigns, agree to perform work in the maintenance and preservation of the passageway equal to that performed by the property owners association in Hall Park Seventh Addition.
3. The right-of-way described herein is to and shall run with the land and be for the benefit and use of the owners and residents of Hall Park Seventh Addition, their agents, guests and invitees.

The Hallbrooke Property Owners' Association, Inc

By: [Signature] \_\_\_\_\_  
Not Official \_\_\_\_\_ Presic

ACKNOWLEDGMENT

State of Oklahoma, COUNTY OF Cleveland, ss.

Instrument was acknowledged before me on 30 day of December, 2007  
William L. Bates, III, Manager of Hallbrooke Development Group, HP, L.L.C.,



[Signature]  
Notary Public

Commission expires:

Commission # \_\_\_\_\_

State of Oklahoma, COUNTY OF Cleveland, ss.

Instrument was acknowledged before me on 30 day of December, 2007  
William L. Bates, III, President of The Hallbrooke Property Owners' Association, Inc.



[Signature]  
Notary Public

Commission expires:

Commission # \_\_\_\_\_

**HALL PARK PROPERTY OWNERS' ASSOCIATION**  
**CERTIFICATE OF INCORPORATION**

THIS DECLARATION, made this 29th 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.

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.

## 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

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 29th day of November, 2002.

\_\_\_\_\_  
Russell L. Bates, III

\_\_\_\_\_  
Gary C. Rawlinson

\_\_\_\_\_  
Tracy Bates