

OKLAHOMA SECRETARY OF STATE



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CERTIFICATE OF INCORPORATION
of the
THE LEGACY
HOME OWNER'S ASSOCIATION, INC.
(Not For Profit)

TO THE SECRETARY OF STATE OF THE STATE OF OKLAHOMA:

The undersigned persons, being legally competent to adopt this Certificate of Incorporation pursuant to the provisions of Title 18, Oklahoma Statutes, Section 1001 at seq. (1986) of the State of Oklahoma and the Amendments thereto do hereby execute the following Certificate of Incorporation for the purposes of forming a NON-PROFIT corporation.

ARTICLE I - NAME OF CORPORATION

The name of this corporation shall be: The Legacy Home Owner's Association, Inc. (hereinafter called the "Association"). The Legacy development is located in the Northeast Quarter (NE/4) of Section Twenty-Four (24), Township Ten (10) North, Range Four (4) West, of the Indian Meridian, Oklahoma City, Cleveland County, Oklahoma.

ARTICLE II - REGISTERED OFFICE AND AGENT

The registered office of the Association shall be located at 8520 S. Pennsylvania, Oklahoma City, Oklahoma County, Oklahoma 73159. J. W. Mashburn, whose address is also 8520 S. Pennsylvania, Oklahoma City, Oklahoma County, Oklahoma 73159, is hereby appointed the initial registered agent of this Association.

ARTICLE III - DURATION

The duration of the corporation is perpetual.

ARTICLE IV - PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not afford pecuniary gain or profit, incidentally or otherwise, to the members thereof, and the specific purposes for which it is formed are:

- 1) To maintain the landscaping at the entrances and brick wall on S. W. 134th Street and entrances and brick wall on S. May Avenue; and
- 2) To maintain all Common Areas as shown on recorded plat; and
- 3) To respond to violations of the Restrictive Covenants; and

- 4) To respond to matters of common interest concerning The Legacy to accomplish the afore-mentioned objectives, the Association shall be authorized to:
 - a) Exercise all the powers and privileges and perform all the duties and obligations of the Association necessary to accomplish the purposes for which the Association was formed; and
 - b) To fix and collect Association dues and to pay 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; and
 - c) To have and exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Oklahoma, by law, may now or hereafter have or exercise.

The Association shall promote the health, safety and welfare of the above described property, and pursuant to this objective shall be authorized to:

- 1) Exercise all the powers and privileges and perform all the duties and obligations of the Association as set forth in the Owners Certificates of Restrictions, hereinafter called the "Restrictive Covenants", recorded in the office of the County Clerk of Cleveland County, State of Oklahoma; and
- 2) To establish the amount of the annual Home Owners dues and/or special assessments and to collect and enforce payment by any lawful means of said dues and of any other charges or assessments pursuant to the terms of the Restrictive Covenants; 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; and
- 3) To 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; and
- 4) To borrow money, with the assent of two-thirds (2/3rds) of each class of members, 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
- 5) To dedicate, sell or transfer all or any part of the any common areas which might be acquired to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3rds) of the members whose HOA dues are current, agreeing to such dedication, sale or transfer and is filed of record in the office of the County Clerk of Oklahoma County, Oklahoma; and
- 6) To participate in mergers and consolidations with other non-profit corporations organized for the same purpose or annex additional property with common areas and that such merger, consolidation or annexation shall have the assent of two-thirds (2/3rds) of the members whose HOA dues are current; and
- 7) To have and exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Oklahoma, by law, may now or hereafter have or exercise; and

- 8) To promote and encourage recreational activities among its members, including the possible installation, operation and maintenance of recreational activities or facilities as the Board of Directors may, from time to time, determine.

ARTICLE V - MEMBERSHIP

The Association shall have no capital stock, and shall not be operated for the benefit of any individual or person. Every person or entity who is a record owner of a fee or undivided interest in any lot which is described by the Restrictive Covenants of any section of The Legacy shall be entitled to membership in the Association upon payment of the home owner dues.

Membership in the Association shall be mandatory.

The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from the ownership of any lot which is subject to assessment by the Association.

ARTICLE VI - MEMBERS AND VOTING RIGHTS

Every owner of each lot, as defined by Article V above, shall be a member of the Association. No member shall be entitled to vote if there are any unpaid HOA dues or assessments owed by the member. Each lot or site, **ON WHICH THE DUES ARE CURRENT**, shall be entitled to one vote per member, for example, one lot or site one vote; four lots or sites four votes, etc. In the event joint owners of a lot are unable to agree among themselves as to how the vote for the lot shall be cast, they shall lose their right to cast the vote for such lot on the matter in question. When any owner casts a vote representing a certain lot, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of all other owners of the same lot, unless the other owner or owners are present and object at the time the vote is cast. A mortgagee who becomes an owner by foreclosure or by deed in lieu of foreclosure, shall have no vote in the Association; however, anyone purchasing said mortgagee's interest for the purpose of residing in the property shall be entitled to full voting rights as herein described. Each member shall have such other rights, duties and obligations as set forth in the Articles, By-Laws, Architectural Rules, and Association Rules, as the same may be amended from time to time.

For so long as the Developer is required to subsidize the Association, the Developer shall control the Association. The member voting privileges herein described shall not become effective until such time as the Developer is no longer subsidizing the Association. Even after the Developer is no longer subsidizing the Association, for so long as the Developer owns any lots in **THE LEGACY** notwithstanding any language herein to the contrary, the Developer shall have the right to override any decision made by the Association and the members of the Association shall be obligated to abide by the decision of the Developer.

The Association membership of an owner shall be appurtenant to the lot of said owner. The rights and obligations of an owner and membership in the Association shall not be assigned,

transferred, pledged, conveyed or alienated in anyway except upon transfer of record ownership of the owner's lot and then only to the transferee of ownership to such lot, or by intestate succession, testamentary disposition, foreclosure of a mortgage of record, or such other legal process as is now in effect or as may hereafter be established under or pursuant to the laws of the State of Oklahoma. Any attempt to make a prohibited transfer shall be void. Any transfer of record ownership of a lot shall operate to transfer said membership to the new owner thereof.

ARTICLE VII - BOARD OF DIRECTORS

The affairs of this Association shall be managed by its Board of Directors, consisting of not less than three (3) nor more than five (5) Directors. The Directors shall be elected at the annual meeting of the members by vote of all of the owners, including Declarants, and each Director shall be elected to serve until his or her successor shall be elected and shall qualify. The names and addresses of the three (3) persons who are to act in the capacity of Directors until the selection of their successors at the first annual meeting are:

| | |
|----------------|---|
| J. W. Mashburn | 8520 S. Pennsylvania, Oklahoma City, OK 73159 |
| Jesse Mashburn | 8520 S. Pennsylvania, Oklahoma City, OK 73159 |
| Paul Frolich | 8520 S. Pennsylvania, Oklahoma City, OK 73159 |

At the first annual meeting after the voting rights of the members commence, the members shall elect no less than three (3) and no more than five (5) Directors. The terms shall be of at least two varying lengths for the purposes of continuity, i.e. some Directors shall have a one year term and others shall have a two year term. The number of directors and the length of the terms shall be decided by the members upon the resignation of the three above-named initial directors.

The Directors may hold their meetings and keep the books of the Association at the principal office of the association or at such other place or places within or without the State of Oklahoma, as they may, from time to time, determine. In addition to the powers and authorities by this Certificate expressly conferred upon them, the Directors may exercise all such powers of the Association and do all such lawful acts and things as are not by Statute or by this Certificate of Incorporation or the By-Laws required to be done by the members.

Any Director, whether elected by members or appointed by the Directors, may be removed from office, with or without cause, at any time, by a majority of the Association. 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 for the unexpired term of his or her predecessor. Directors, as such, shall not receive any stated salary for their services; provided that nothing herein contained shall preclude any Director from serving in any other capacity and receiving compensation therefor.

ARTICLE VIII - AMENDMENTS

Amendments of this Certificate shall require the assent of fifty-one percent (51%) of the entire membership of the Association WHOSE DUES ARE CURRENT except that the provision in Article VI granting the Developer the power of veto shall be amended only with the Developer's written consent.

INCORPORATORS:

The names and addresses of the undersigned incorporators are as follows:

J. W. Mashburn 8520 S. Pennsylvania, Oklahoma City, OK 73159
Jesse Mashburn 8520 S. Pennsylvania, Oklahoma City, OK 73159
Paul Frolich 8520 S. Pennsylvania, Oklahoma City, OK 73159

IN WITNESS WHEREOF, for the purposes of forming a not for profit corporation under the laws of the State of Oklahoma, we, the undersigned, constituting the incorporators of this Association, do make, file and record this Certificate, and do certify that the facts herein stated are true, and have accordingly hereunto set our hands this 12 day of July, 2004.


I. W. Mashburn


Jesse Mashburn



Paul Frolich

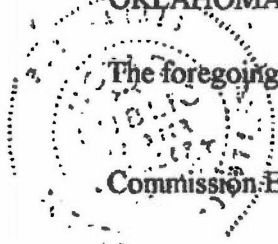
ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss
OKLAHOMA COUNTY)

The foregoing instrument was acknowledged before me this 12 day of July, 2004.

Commission Expires: June 5, 2007


Notary Public



OFFICE OF THE SECRETARY OF STATE



**NOT FOR PROFIT
CERTIFICATE OF INCORPORATION**

WHEREAS, the Not For Profit Certificate of Incorporation of

THE LEGACY HOME OWNER'S ASSOCIATION, INC.

has been filed in the office of the Secretary of State 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 issue this certificate evidencing such filing.

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



*Filed in the city of Oklahoma City this
19th day of July, 2004.*

M. Susan Savage

Secretary of State