

**CERTIFICATE OF INCORPORATION OF
NOVA COMMUNITY HOMEOWNERS ASSOCIATION,**
a Not-for-Profit Corporation

ARTICLE I - NAME OF CORPORATION

ARTICLE II - ADDRESS

ARTICLE III - REGISTERED AGENT

ARTICLE IV - PURPOSE AND POWER OF THE ASOCIATION

ARTICLE V - OWNERSHIP

ARTICLE VI - VOTING RIGHTS & ASSOCIATE MEMBERSHIP

Class A. Members shall be entitled to one vote for each home owned
Associates - Non-voting members

ARTICLE VII - BOARD OF DIRECTORS

Association shall be managed by a board of not less than three (3) or more than nine (9) directors. At each annual meeting members shall elect three (3) directors for a term of three (3) years.

ARTICLE VIII - DISSOLUTION

Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the members, and subject to the approval of the City of Oklahoma City, if required, and subject to the approval of NOVA DEVELOPMENT, INC. AND PRESTON HILLS DEVELOPMENT CORPORATION.

ARTICLE IX - THE CORPORATION SHALL HAVE PERPETUAL EXISTENCE.

ARTICLE X – AMENDMENT

Amendment of Articles require the assent of seventy-five percent (75%) of the entire membership, plus the approval of NOVA DEVELOPMENT, INC. and PRESTON HILLS DEVELOPMENT CORPORATION.

ARTICLE XI – ADDITIONAL SECTIONS OF LAND

**CERTIFICATE OF INCORPORATION OF
NOVA COMMUNITY HOMEOWNERS ASSOCIATION,**
a Not-for-Profit Corporation

In compliance with the requirements of the Oklahoma General Corporation Act, the undersigned, all of who are residents of Oklahoma County, Oklahoma and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the Corporation is NOVA COMMUNITY HOMEOWNERS ASSOCIATION, hereafter called the "Association".

ARTICLE II

The principal office of the Association is located at 7608 N. Council Rd., Oklahoma City, Oklahoma 73132.

ARTICLE III

Bud Bartley, whose address is 7608 N. Council Rd., Oklahoma City, Oklahoma 73132 is hereby appointed the initial registered agent of this Association.

**ARTICLE IV
PURPOSE AND POWER OF THE ASSOCIATION**

The Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and control of the Common Areas and detention areas and public areas as required by public authority, as they are acquired by the NOVA COMMUNITY HOMEOWNERS ASSOCIATION, within that certain tract of property described as: All of the property owned by NOVA DEVELOPMENT, INC. and PRESTON HILLS DEVELOPMENT CORPORATION as of October 18, 1993 in the following parcels of land;

A tract of land lying in the Southeast Quarter (SE/4) of Section Twenty (20), Township Thirteen (13) North, Range Four (4) West of the Indian Meridian, Oklahoma City, Oklahoma, being more particularly described as follows: COMMENCING at the Southeast corner of said Southeast Quarter; THENCE South 89°48'21" West along the South line of said Southeast Quarter a distance of 1099.49 feet to the Pont of Beginning; THENCE continuing South 89° 48'21" West a distance of 947.59 feet; THENCE North 00°20'44" West a distance of 925.00 feet; THENCE South 89°48'21" West a distance of 597.50 feet to a point on the West line of said Southeast Quarter; THENCE North 00°20'44" West along said West line a distance of 593.01 feet to a point being the Southwest corner of WARWICK PLACE SECTION I, a plat filed in Book 52, Page 21,

in the Office of the County Clerk of Oklahoma County; THENCE, North 89°39'16" East along said Right-of-way line a distance of 499.98 feet; THENCE South 00°20'44" East a distance of 1036.78 feet; THENCE South 32°34'39" East a distance of 240.00 feet; THENCE South 00°20'44" East a distance of 240.00 feet to the Point of Beginning, AND A trace of land lying in the Southwest Quarter (SW/4) of Section Twenty-one (21), Township Thirteen (13) North, Range Four (4) West of the Indian Meridian, Oklahoma County, Oklahoma, being described as follows: BEGINNING at a point on the West line of the Southwest Quarter (SW/4) of Section 21, said point lying 1435.00 feet North 00°19'05" West of the Southwest corner of said Southwest Quarter; THENCE North 00°19'05" West along said West line a distance of 1078.23 feet; THENCE North 89°36'58" East and parallel to the North line of said Southwest Quarter (SW/4) a distance of 290.00 feet; THENCE North 00°19'05" West a distance of 130.00 feet to a point lying on the North line of said Southwest Quarter (SW/4); THENCE North 89°36'58" East along said North line a distance of 910.00 feet; THENCE South 00°10'43" East a distance of 265.00 feet; THENCE North 89°36'17" East a distance of 261.89 feet to a point, said point being the Northwest corner of Lot 27, Block 6 of WARWICK V, an addition to the City of Oklahoma City, according to the recorded plat thereof; THENCE South 00°19'05" East along the West line of said Block 6 a distance of 962.91 feet to a point lying on the North Right-of-way of N. W. 112th Street; THENCE South 89°23'47" West along said Right-of-way a distance of 1386.26 feet; THENCE North 45°27'39" West a distance of 35.27 feet; THENCE South 89°23'47" West a distance of 50.00 feet to the point of beginning. AND A part of the Southeast Quarter (SE/4) of Section 20, Township 13 North, Range 4 West of the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows: COMMENCING at the Southeast corner of the Southeast Quarter of said Section 20; THENCE north 00°19'05" West, along the East line of said Southeast Quarter, a distance of 1175.00 feet to the POINT OF BEGINNING: THENCE South 89°48'21" West, parallel with the South line of said Southeast Quarter, a distance of 850.00 feet; THENCE North 0°19'05" West, parallel with the East line of said Southeast Quarter, a distance of 172.75 feet to a point on the South right-of-way line of N.W. 112th Street; THENCE north 89°39'16" East along said South right-of-way line, a distance of 775.00 feet; THENCE South 45°19'54" East a distance of 35.36 feet; THENCE north 89°40'55" East a distance of 50.00 feet to a point on the East line of said Southeast Quarter; THENCE South 00°19'05" East, along said East line, a distance of 149.97 feet to the PONT OF BEGINNING. Containing 146,230 square feet or 3.3570 acres, more or less. AND A part of the Southeast Quarter (SW/4) of Section 20, Township 13 North, Range 4 West of the Indian Meridian, Oklahoma County, Oklahoma and being described as follows: COMMENCING at the Southeast corner of the Southeast Quarter of said Section 20; THENCE North 00°19'05" West, along the East line of said Southeast Quarter, a distance of 1324.97 feet; THENCE South 89°40'55" West a distance of 50.00 feet; THENCE North 45°19'54" West a distance of 35.36 feet to a point on the South right of way line of N.W. 112th Street; THENCE South 89°39'16" West, along said South right of way line, a distance of 775.00 feet to the POINT OF BEGINNING: THENCE South 00°19'05" East, parallel with the East line of said Southeast Quarter, a distance of 897.75 feet; THENCE South 89°48'21" West, parallel with the South line of said Southeast Quarter, a distance of 294.04 feet; THENCE North 00°20'44" West a distance of 896.97 feet to a point on the South right of way line of said N.W. 112th

Street; THENCE North 89°39'16" East, along said South right of way line, a distance of 294.47 feet to the POINT OF BEGINNING. Containing 264,052 square feet or 6.0618 acres, more or less AND A part of the Southeast Quarter (SE/4) of Section 20, Township 13 North, Range 4 West of the Indian Meridian, Oklahoma County, Oklahoma, and being described as follows: COMMENCING at the Southeast corner of the Southeast Quarter of said Section 20; THENCE South 89°48'21" West, along the South line of said Southeast Quarter, a distance of 850.00 feet to the POINT OF BEGINNING; THENCE continuing South 89°48'21" West, along the South line of said Southeast Quarter, a distance of 249.49 feet; THENCE North 00°20'44" West a distance of 240.00 feet; THENCE North 32°34'39" West a distance of 83.12 feet; THENCE North 00°20'44" West a distance of 139.81 feet; THENCE North 89°48'21" East a distance of 294.04 feet; THENCE South 00°19'05" East, parallel with the East line of said Southeast Quarter, a distance of 450.00 feet to the POINT OF BEGINNING. Containing 120,074 square feet or 2.7565 acres, more or less.

LESS AND EXCEPT Lots 1 through 9 inclusive, 12 through 16 inclusive, in Block 1, Lots 1 through 5 inclusive, 9 through 14 inclusive and Lot 16, in Block 2, and Lots 2, 6, 7, 10, 11, 13, 15, 17 and 22 in Block 3, and Lots 5, and 7, in Block 4, in Warwick Heights.

And to promote the health, safety and welfare of the residents within the above described property and any additions thereto and to provide for the maintenance, upkeep and control of the Common Area within and under the control of the NOVA COMMUNITY HOMEOWNERS ASSOCIATION and to do all things necessary thereto; and to have and to exercise the powers, rights and privileges which a corporation organized as a not-for-profit corporation under the Oklahoma General Corporation Act of the State of Oklahoma by law may now or hereafter have to exercise. The NOVA COMMUNITY HOMEOWNERS ASSOCIATION shall be solely responsible for the maintenance, repair and upkeep of any Common Areas including retention and drainage areas and the NOVA COMMUNITY HOMEOWNERS ASSOCIATION shall assume responsibility when the developers, NOVA DEVELOPMENT, INC. and PRESTON HILLS DEVELOPMENT CORPORATION, transfer title to the NOVA COMMUNITY HOMEOWNERS ASSOCIATION of various tracts of land as the developers choose to transfer to the NOVA COMMUNITY HOMEOWNERS ASSOCIATION by the developers shall be at such time and under such conditions as the developers shall choose and be at their discretion. Common Areas and improvements, if any, will not be deeded to NOVA COMMUNITY HOMEOWNERS ASSOCIATION until the developers feel there are an adequate number of owners to support common areas and common areas may, at the discretion of the developers, not be opened until such time as the developers choose to open them.

ARTICLE V

This corporation does not have the authority to issue capital stock. Every person or entity who is a record owner of a fee or undivided fee interest in any home which is subject to the Owners Restrictions and Protective Covenants of additions included in the above referenced lands, including Contract Sellers, shall be members of the Association as herein proposed. Membership in the Association shall commence upon completion and first occupancy of a home in the area herein

described or such other location which at the option of NOVA DEVELOPMENT, INC. and PRESTON HILLS DEVELOPMENT CORPORATION, the developers of the areas herein described shall be made eligible for membership in NOVA COMMUNITY HOMEOWNERS ASSOCIATION. Until such time as completion and first occupancy of a home has occurred, the owners of the property shall not be members of the Association nor shall the land platted or unplatted, as the case may be, be subject to assessment or control by the HOMEOWNERS ASSOCIATION unless specifically deeded to the HOMEOWNERS ASSOCIATION. The first occupancy of homes in the area herein described or other areas which are eligible for membership shall constitute membership in the association without any costs to the owner other than normal dues which will be pro-rated for the year based on the date of first occupancy. Membership in the HOMEOWNERS ASSOCIATION is a right of ownership and an obligation of ownership. 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 any may not be separated from ownership of any lot which is subject to assessment by the Association. Commercial buildings, if any, shall not be eligible for membership. The land herein described shall be platted in additions known as Warwick Heights (only the homes built on lots in Warwick Heights owned by Nova Development, Inc. and Preston Hills Development Corporation as of October 18, 1993 will be eligible for membership in the Association), Warwick Heights II, Warwick Place Section II and subsequent sections of Warwick Place.

ARTICLE VI VOTING RIGHTS & ASSOCIATE MEMBERSHIP

Class A. Members shall be all of the owners of a home and shall be entitled to one vote for each home owned. When more than one person holds an interest in any home, all such persons shall be members. The vote for such home shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any homes unless more than one home is built on the lot or lots which is to say one vote per home is allowed. The NOVA COMMUNITY HOMEOWNERS ASSOCIATION may at their option accept associate non-voting members who are not entitled to membership in NOVA COMMUNITY HOMEOWNERS ASSOCIATION by virtue of the rights conveyed in the Articles of Incorporation and By-laws of NOVA COMMUNITY HOMEOWNERS ASSOCIATION and the Restrictive Covenants of lands covered in the NOVA COMMUNITY HOMEOWNERS ASSOCIATION Articles of Incorporation and By-laws. Associate members shall be accepted on terms and conditions agreeable to NOVA COMMUNITY HOMEOWNERS ASSOCIATION and NOVA DEVELOPMENT, INC. and PRESTON HILLS DEVELOPMENT CORPORATION and shall have annual rights as contractually agreed to by the Association and PRESTON HILLS DEVELOPMENT CORPORATION AND NOVA DEVELOPMENT, INC. and any potential associate member. No associate membership rights shall be for more than one (1) year and shall not be renewed unless renewal is approved by NOVA COMMUNITY HOMEOWNERS ASSOCIATION, NOVA DEVELOPMENT, INC. and PRESTON HILLS DEVELOPMENT CORPORATION. PRESTON HILLS DEVELOPMENT CORPORATION and NOVA DEVELOPMENT, INC. approval of associate membership agreements will be required until December 31, 1997, thereafter their approval will no longer be required.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a board of not less than three (3) or more than nine (9) 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: Bud Bartley 7608 N. Council Rd., Oklahoma City, Okla. James C. Meniffee 8312 W. Reno, Ste B, Oklahoma City, Okla. Elaine Floresca 7608 N. Council Rd., Oklahoma City, Okla.

The first meeting shall occur after nine or more homes are occupied in the area herein described. Until such time the HOMEOWNERS ASSOCIATION will be inactive. At the first meeting the members shall elect three (3) directors for a term of one (1) year, three (3) directors for a term of two (2) years and three (3) directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect three (3) directors for a term of three (3) years.

ARTICLE VIII DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds ($2/3$) of the members, and subject to the approval of the City of Oklahoma City, if required, and subject to the approval of NOVA DEVELOPMENT, INC. AND PRESTON HILLS DEVELOPMENT CORPORATION. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to the appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, Association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX

The corporation shall have perpetual existence.

ARTICLE X

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership, plus the approval of NOVA DEVELOPMENT, INC. and PRESTON HILLS DEVELOPMENT CORPORATION.

ARTICLE XI

It is contemplated that additional sections of lands may be platted and developed on land not herein referred to. Such additional sections may have a homeowners' association for said section. Such newly created homeowners' association may merge with NOVA COMMUNITY HOMEOWNERS ASSOCIATION upon the affirmative vote of at least $2/3$ of the members entitled to vote and also upon the concurrence and affirmative vote of $2/3$ of the members of NOVA COMMUNITY HOMEOWNERS ASSOCIATION who are entitled to vote, which is to say, it will take the

concurrence and affirmative vote of 2/3 of the members of each Association, as the case may be, to merge same into one homeowners' association. If and in the event 2/3 of such affirmative vote is not received from either homeowners' association involved, a new vote and attempt to secure merger may be made within three months thereafter, and so on, pursuant to meetings regularly called for said vote or at any annual meeting of the members entitled to vote. It is contemplated that the Association may be expanded to cover homes in additional sections of land or other subdivisions which are not in the land herein referred to at the option of NOVA DEVELOPMENT, INC. and PRESTON HILLS DEVELOPMENT CORPORATION. Such additional lands shall be included in the membership on the same basis as the existing lands referred to in the original NOVA COMMUNITY HOMEOWNERS ASSOCIATION. Any lands developed for nonresidential usage will not be eligible for membership in the NOVA COMMUNITY HOMEOWNERS ASSOCIATION unless owned by NOVA COMMUNITY HOMEOWNERS ASSOCIATION. NOVA DEVELOPMENT, INC. and PRESTON HILLS DEVELOPMENT CORPORATION are the present developers of the land herein referred to. It is anticipated that they will file Owners Restrictions and Protective Covenants for each Section of development in the land herein referred and these Owners Restrictions and Protective Covenants shall supersede the Articles of Incorporation and By-Laws of NOVA COMMUNITY HOMEOWNERS ASSOCIATION and it shall be the responsibility of Homeowners Association to adhere to the Owners Restrictions and Protective Covenants. NOVA DEVELOPMENT, INC. and PRESTON HILLS DEVELOPMENT CORPORATION reserves the right to assign their right and interest to any third party.

WITNESSES LISTED IN ORIGINAL DOCUMENT.