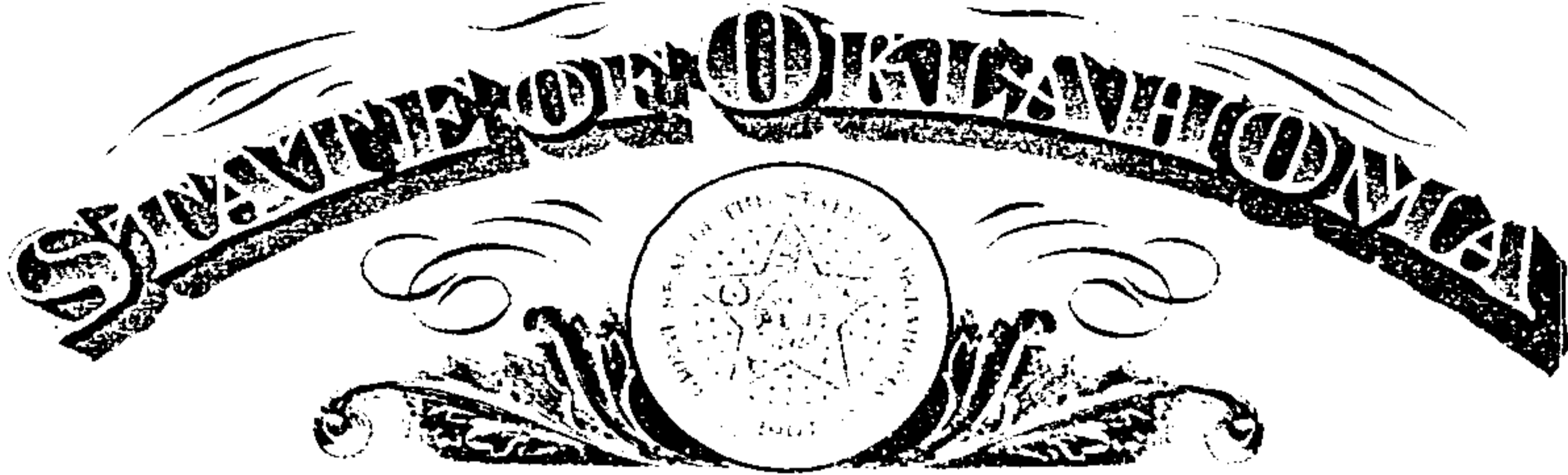


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OFFICE OF THE SECRETARY OF STATE



**NOT FOR PROFIT
CERTIFICATE OF INCORPORATION**

WHEREAS, the Certificate of Incorporation of

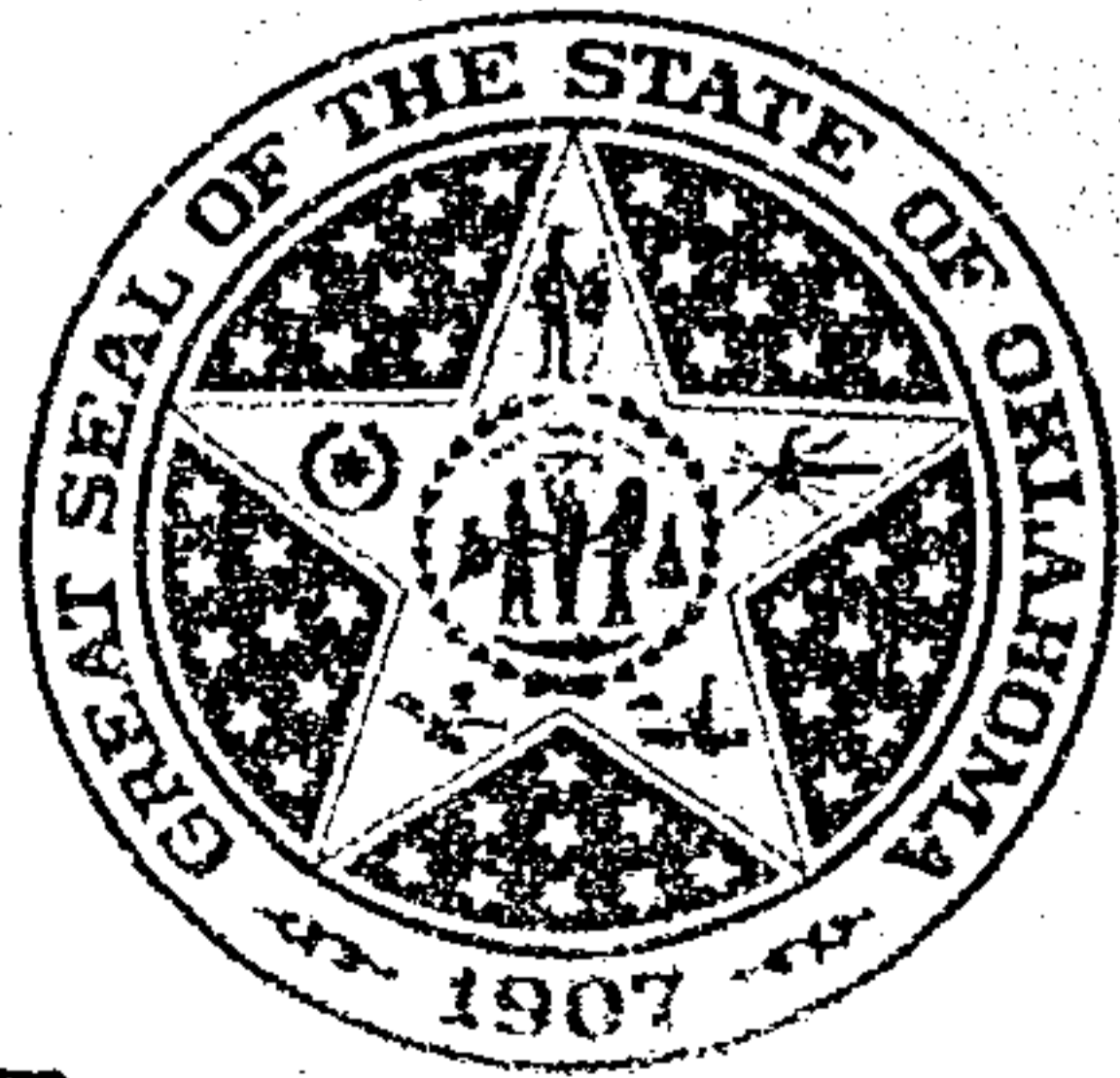
LANCASTER PARK HOMEOWNERS' ASSOCIATION, INC.

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.

DI 654787



*Filed in the City of Oklahoma City this 6th
day of November, 2000.*

[Signature]
Secretary of State

By: *[Signature]*

CERTIFICATE OF INCORPORATION
LANCASTER PARK HOMEOWNERS' ASSOCIATION, INC.
(Not For Profit)

FILED
NOV 6 2000
OKLAHOMA SECRETARY
OF STATE

TO THE SECRETARY OF STATE OF THE STATE OF OKLAHOMA:

We, the undersigned incorporators:

<u>Name</u>	<u>Address</u>
Lynn Lewis	6655 South Lewis, Suite 222 Tulsa, Oklahoma 74136
Jon Prather	6655 South Lewis, Suite 222 Tulsa, Oklahoma 74136
Shirley Reece	6655 South Lewis, Suite 222 Tulsa, Oklahoma 74136

do hereby associate ourselves for the purpose of forming a not-for-profit corporation pursuant to the provisions of the Oklahoma General Corporation Act.

ARTICLE I

Name

The name of the corporation is LANCASTER PARK HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association."

ARTICLE II

Registered Office and Agent

The address of the registered office of the Association in Tulsa County and the name of the registered agent at such address are:

Stephen E. Jackson	6655 South Lewis, Suite 222 Tulsa, Oklahoma 74136
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RECEIVED

NOV 6 2000

OKLAHOMA SECRETARY
OF STATE

ARTICLE IIIPurpose

This Association is formed for purposes not involving pecuniary gain or profit, incidentally or otherwise, to the members thereof, and shall have no capital stock. The purposes for which it is formed are to maintain the common areas and to enhance and protect the value, desirability and attractiveness of the real property described as follows:

Lots 1 through 10, Block 1, Lots 1 through 11, Block 2, Lots 1 through 45, Block 3, Lots 1 through 15, Block 4, Lots 1 through 11, Block 5, Lots 1 through 26, Block 6, Lots 1 through 5, Block 7, Lots 1 through 46, Block 8, and all reserve areas denoted on the recorded plat, all within LANCASTER PARK, an Addition to the City of Broken Arrow, being a subdivision of part of Section 8, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, according to the recorded plat thereof,

and such other property located within Section 8, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, as may be annexed to and included within the jurisdiction of the Association so long as the same may be used as single-family subdivision (collectively, "Lancaster Park").

In addition, the Association shall promote the health, safety and welfare of the residents, owners and tenants of lots within Lancaster Park, and for these purposes, to:

- a) own, acquire, build, operate and maintain landscaping, walls, fences, entryways, signs and common areas, facilities and structures of any and all kinds for the use and benefit of the members of the Association;
- b) exercise such powers pertaining to Lancaster Park, including architectural plan review, as may from time to time be vested in or granted to the Association;
- c) fix, levy, collect and enforce payment by any lawful means, all charges or assessments made for acquisition, construction, maintenance and operation of common facilities, 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;
- d) 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;

- e) borrow money, and with the assent of two-thirds (2/3) of each class of members, to mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and
- f) have and to exercise any and all powers, rights and privileges which a corporation organized under the Oklahoma General Corporation Act by law may now or hereafter have or exercise.

ARTICLE IV

Membership

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject to assessment by the Association, including contract sellers, shall be a member of the Association; provided, however, 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 ownership of the lot which is subject to assessment by the Association. Ownership of a lot which is subject to assessment by the Association shall be the sole qualification for membership.

ARTICLE V

Voting Rights

The Association shall have two classes of voting membership:

Class A: Class A members shall be all the owners of lots subject to assessment by the Association, with the exception of American Land 71st Street Company, an Oklahoma corporation and its successors and grantees, if such successors and grantees should acquire all of the lots within Lancaster Park then owned by American Land 71st Street Company, and the lots so acquired exceed ten (10) in number. Class A members shall be entitled to one (1) vote for each lot owned. When more than one person holds an ownership interest in any one lot, all such persons shall be members, but shall have jointly only one vote for the lot, and that vote shall be exercised as they among themselves determine.

Class B: The Class B member shall be American Land 71st Street Company, and its successors and grantees, if such successor or grantee should acquire all of the lots within Lancaster Park then owned by American Land 71st Street Company, and the lots so acquired exceed ten (10) in number. The Class B member shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- a) when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or
- b) on December 31, 2000.

ARTICLE VI

Board of Directors

The affairs of the Association shall be managed by a Board of Directors, consisting of not less than three (3) nor more than eleven (11) Directors who need not be members of the Association. The names and addresses of the initial Directors are:

Stephen E. Jackson	6655 South Lewis, Suite 222 Tulsa, Oklahoma 74136
Stephen J. Heyman	c/o Nadel & Gussman 3200 First National Tower 15 E. 5 th Street Tulsa, Oklahoma 74103
James F. Adelson	c/o Nadel & Gussman 3200 First National Tower 15 E. 5 th Street Tulsa, Oklahoma 74103

who shall serve as Directors until the first annual meeting of the membership, or until their successors are elected. Five (5) Directors shall be elected at the first annual meeting of the membership. Subsequent changes in the number of Directors shall be made by amendment to the bylaws of the Association.

ARTICLE VII

Non-Liability of Directors

To encourage participation of members or other persons as Directors of the Association, limitation of personal liability shall be established to the extent permitted by the Oklahoma General Corporation Act (18 O.S.A. §863) as it now exists or may be later amended, and the limitations of liability shall be deemed to include the following:

- a) No Director shall have personal liability to the Association or its members for monetary damages for breach of fiduciary duty as a Director, provided the foregoing shall not limit liability:
 - i) for any breach of the Director's duty of loyalty to the Association or its members;

- ii) for acts or omissions not in good faith or which involve intentional misconduct or a known violation of law; or
 - iii) for any transaction for which the Director derived an improper personal benefit.
- b) No Director shall have personal liability for monetary damages resulting from:
- i) any negligent act or omission of any employee of the Association; or
 - ii) any negligent act or omission of another Director.

ARTICLE VIII

Bylaws

The Board of Directors shall have the power to adopt, amend or repeal the bylaws of the Association; provided, however, nothing herein shall divest the membership of the residual power to adopt, amend or repeal said bylaws.

ARTICLE IX

Mergers and Consolidations

To the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for similar purposes; provide, however, such merger or consolidation shall require the assent of two-thirds (2/3) of each class of members.

ARTICLE X

Authority to Dedicate

The Association shall have the power to dedicate, sell or transfer all or any part of its lands or any easement which it holds to any public agency, authority or utility; provided, however, the transfer shall require the assent of two-thirds (2/3) of each class of members.

ARTICLE XI

Dissolution

The Association may be dissolved by resolution approved by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, the assets, both real and personal, of the Association shall be dedicated to an appropriate public agency to be devoted to purposes the same as those to which they were required to be devoted by the Association. In the event such dedication is refused acceptance, the assets

shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to the purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by the Association.

ARTICLE XII

Duration

The Association shall exist perpetually.

ARTICLE XIII


Amendments

This Certificate of Incorporation may unilaterally be amended by appropriate action of American Land 71st Street Company (and its successors and grantees, if such successor or grantee should acquire all of the lots within Lancaster Park then owned by American Land 71st Street Company, and the lots so acquired exceed ten (10) in number) for so long as it retains its Class B membership rights. Thereafter, amendment of this Certificate of Incorporation shall require the assent of the holders of two-thirds (2/3) of the eligible votes of the Class A membership.

IN WITNESS WHEREOF, for the purposes of forming this corporation under the laws of the State of Oklahoma, we, the undersigned, constituting the incorporators of this Association, have executed this Certificate of Incorporation this 3 day of November, 2000.


LYNN LEWIS


JON PRATHER


SHIRLEY REECE

