

* * * * *

152898

COMPARED

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the hereinafter described real property, with other land, has heretofore been surveyed and platted, as an addition of suburban lots, under the name of SIVALLS HEIGHTS, Washington County, Oklahoma, and has been subdivided into lots, blocks and streets, as shown by the plat on file in the office of the County Clerk for Washington County, Oklahoma, said land being described as follows:

All of SIVALLS HEIGHTS, Washington County, Oklahoma,
except LOT 1 in BLOCK 1, and except LOT 1 in BLOCK
2 of said SIVALLS HEIGHTS,

all of which said property is situated in Washington County, State of Oklahoma, and is now owned by the undersigned, TERRANCE F. LOBAUGH;

NOW, THEREFORE, The said TERRANCE F. LOBAUGH, owner of said above described real property, in order to assure the proper use of said property above described and owned by him, does hereby impress upon and attach to said land above described the following restrictions and conditions, to-wit:

1. All lots shall for a period of twenty years from the 20th day of MARCH, 1940, be

used exclusively for residential purposes, except LOT 1 in BLOCK 4, LOTS 2, 3 and 4 in BLOCK 2, and LOT 13 in BLOCK 1, which said lots so excepted may be used for either residential purposes or for business purposes.

2. Only one-family residences may be erected, and only one such residence upon each lot, except LOT 3 in BLOCK 5, which said LOT 3 in BLOCK 5 is hereby restricted to two one-family residences.

3. No residence shall be built upon any lot that shall cost less than \$1750.00, including the cost of subsidiary buildings, walks, and driveways. Each residence shall be constructed of masonry, stucco, or standard frame construction with wood siding, or materials equal in quality and appearance.

4. No building shall be moved from another location to any lot in the tract hereinabove described.

5. No residence, or building appurtenant thereto, shall be built nearer than 30 FEET to any street or road line, and each residence shall be at least 15 FEET from any lot line. This paragraph shall not apply to LOT 1 in BLOCK 4, LOTS 2, 3 and 4 in BLOCK 2, and LOT 13 in BLOCK 1 used for business purposes.

6. No lot herein described shall ever be sold to or be rented to or occupied by any person of African descent, commonly called negroes, or by any person who is of Chinese or Japanese descent.

7. No bill-boards or advertising signs shall be erected or maintained on any lot herein restricted to residence purposes, nor shall buildings or structures be erected for advertising purposes on any lot herein restricted to residence purposes.

8. No garage or other outbuilding erected upon any lot shall be used for residence purposes.

9. No live stock shall be kept on any lot in the land herein described.

10. All of the restrictions above set out shall be binding upon the purchaser of any lot, or portion of any lot, hereinabove described and upon his or her respective heirs, successors and assigns, for a period of 20 years, and shall continue after such 20 year period unless changed by agreement in writing between the owners of a majority of the area of said land hereinabove described. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

The restrictions and covenants herein contained shall be annexed to and run with the land, and the grantor herein or any owner of any part of the land described shall have the right to enforce said restrictions in any court of competent jurisdiction, either by suit or injunction, to prevent the violation of such restrictions, or to recover damages for a violation of such restrictions.

IN WITNESS WHEREOF, the said TERRANCE F. LOBAUGH has hereunto set his hand this 20th day of MARCH, 1940.

TERRANCE F. LOBAUGH

STATE OF OKLAHOMA,
SS
WASHINGTON COUNTY,

BEFORE ME, THE undersigned, a Notary Public, in and for said County and State, on this 25th day of MARCH, 1940, personally appeared TERRANCE F. LOBAUGH to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and ^{deed} for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.

My commission expires JAN. 23, 1943.

J. D. LANE, Notary Public.

(Seal)

(Seal of J. D. LANE, Notary Public, in and for State of Oklahoma, Bartlesville, Oklahoma)

AAJ649

Filed for Record MAR. 27, 1940, at 10:35 o'clock A. M.

MRS. H. H. MONTGOMERY, County Clerk

By L. ALEXANDER, Deputy

* * * * *

AGREEMENT TO AMEND RESTRICTIONS

We, the undersigned, owners of the lots in Sivalis Heights Addition, Washington County, Oklahoma, as hereinafter set out, do hereby agree that the Declaration of Restrictions on the said Sivalis Heights Addition as set forth and recorded in Book 147, Page 114, in the Office of the County Clerk, may be, and are hereby amended as follows:

1) The erection of Garden-Type Apartments shall be permitted in said addition, provided that the same are to be built and constructed in compliance and in accordance with the ordinances of the City of Bartlesville, Oklahoma, relating to such type of apartments.

2) That the restriction reading as follows:

No residence or building appurtenant thereto, shall be built nearer than 30 feet to any street or road line, and each residence shall be at least 15 feet from any lot line.

shall be changed to read as follows:

No residence or building appurtenant thereto, shall be built nearer than 25 feet to any street or road line, and each residence shall be at least 10 feet from any lot line.

3) That said Declaration of Restrictions shall in all other respects remain in full force and effect as provided therein.

SIGNED:	NAME (Husband & Wife)	Lot	Block
	Owner Out of Town	1	1
	Owner Out Of Town	2	1
	HENRY NEWMASER		
	RUTH NEWMASER	3	1
	KENNETH YOUNG		
	EDITH YOUNG	4	1
	PANSY LOYD	5	1
	JAMES W. DAVIS		
	VERA H. DAVIS	6	1
	E. L. HOPPER		
	RAMONA H. HOPPER	7	1
	E. L. HOPPER		
	E. L. HOPPER - RAMONA H. HOPPER	8	1



AGREEMENT TO AMEND RESTRICTIONS - Page 2

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E. L. HOPPER	9	1
E. W. EDWARDS		
HELEN L. EDWARDS	10	1
ESTELLA M. GOSNELL	11	1
M. C. SIPPY		
PAULINE SIPPY	12	1
Owner out of Town	13	1
D. B. CLOTHIER		
J. L. DIAMOND	1	2
C. M. <u>LEATHERS</u>		
EVA E. <u>LEATHERS</u>	2	2
D. B. CLOTHIER		
J. L. DIAMOND	3	2
	4	2
	5	2
T. J. STOCKTON		
DEE W. WILLIAMS		
VIRGINIA WILLIAMS	6	2
R. P. VRANA		
PHYLLIS VRANA	7	2
BILL J. LEATHERS		
BETTY L. LEATHERS	8	2
C. M. LEATHERS		
EVA E. LEATHERS	9	2
C.M. LEATHERS		
EVA E. LEATHERS	10	2
DON BAXTER		
ANNETTE BAXTER	1	3
MARY A. McFARLAND	2	3
C. E. STOOKEY		
MARY JANE STOOKEY	3	3
J. A. FORESBACK	4	3
J. A. BORESBACK	5	3
JOHN W. BEAN		
MRS. JOHN W. BEAN	6	3
	7	3
A. C. HUDSON		
RUTH HUDSON	8	3
RALPH J. MELTON		
AUDINE MELTON	9	3
Owner out of Town	10	3
	1	4
	2	4



LLOYD A. WELLS		
EDITH M. WELLS	3	4
HAROLD J. ROSS		
JUANITA L. ROSS	4	4
TOMMIE STAMMER		
MRS. TOMMIE STAMMER	5	4
HAROLD MORGAN		
MRS. HAROLD MORGAN	6	4
THOMAS H. HARP, JR.		
MARGARET ANN HARP	7	4
MARY J. KRAUSE	8	4
MARY J. KRAUSE	9	4
WALTER J. KORTHASE		
BEULAH KORTHASE	10	4
NORMAN L. DOOLEY		
MRS. THELMA JO DOOLEY	1	5
WILLIAM E. YOUNG		
MRS. W. E. YOUNG	2	5
HARRIET C. SKINNER		
BRADLEY SKINNER	3	5
ALTON R. AVERYT		
MRS. B. R. AVERYT	4	5

ACKNOWLEDGED: July 1st, 1968 by Henry C. Newmaster and Ruth Newmaster; Kenneth Young and Edith Young; Pansy Loyd; James W. Davis and Vera H. Davis; E. L. Hopper and Ramona B. Hopper; C. W. Edwards and Helen L. Edwards; Estella M. Gasnell; M. C. Sippy and Pauline Sippy; D. B. Clothier; J. L. Diamond; C. M. Feathers and Eva E. Feathers; T. J. Stockton; Dee W. Williams and Virginia Williams; R. P. Vrana and Phyllis Vrana; Bill J. Leather and Betty L. Leather; Don Baxter and Annette Baxter; Mary A. McFarland; C. E. Stookey and Mary Jane Stookey; J. A. Foresback; John W. Bean and Mrs. John W. Bean; A. C. Hudson and Ruth Hudson; Ralph J. Melton and Audine Melton; Lloyd A. Wells and Edith M. Wells; Harold J. Ross and Juanita L. Ross; Tommie Stammer and Mrs. Tommie Stammer; Harold Morgan and Mrs. Harold Morgan; Thomas H. Harp, Jr. and Margaret Ann Harp; Mary J. Krause; Walter J. Korthase and Beulah Korthase; Norman L. Dooley and Thelma Jo Dooley; William E. Young and Mrs. William E. Young; Harriet C. Skinner and Bradley Skinner; Alton R. Averyt and Mrs. Alton R. Averyt, before Margaret R. Davis, Notary Public (SEAL) Commission expires November 1, 1971.

SOUTHERN ABSTRACT COMPANY
BARTLESVILLE, OKLAHOMA



AGREEMENT TO AMEND RESTRICTIONS - Page 4

Book 534, Page 375

Filed, Jul. 8, 1968 at 10:25 A. M. Recorded in ~~Book~~ 534, at page 375 in the office of the County Clerk in Washington County, Oklahoma.



ENABLING DECLARATION

ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF APPLE VILLA II CONDOMINIUM

Recitals

WHEREAS, Rolling Meadows Development Company, Inc., an Oklahoma corporation, hereinafter referred to as "Grantor", owns certain real property herein described; and

WHEREAS, said Grantor has improved said property by constructing thereon two multifamily structures with a total of seven units known as Apple Villa II, said structures having been constructed in accordance with plans and specifications prepared by Jack R. Butz, architect; and

WHEREAS, said Grantor hereby establishes by this declaration a plan for the individual ownership of the real property estates consisting of the area or space contained in each of the apartment units in said multifamily structures, and the co-ownership by the individual and separate owners thereof, as tenants in common, of all the remaining real property which is hereinafter defined and referred to herein as the "common areas and facilities."

NOW, THEREFORE, said Grantor, the fee owner of the following described real property, to-wit:

Lot 2, Block 5, Sivalls Addition to the City
of Bartlesville, Washington County, Oklahoma,

hereby makes the following declarations as to divisions, covenants, restrictions, limitations, conditions and uses to which the above described real property and improvements thereon, consisting of a seven unit multifamily structure and appurtenances, may be put, hereby specifying that said declaration shall constitute covenants to run with the land and shall be binding on said Grantor, its successors and assigns, and all subsequent owners of all or any part of said real property and improvements, together with their grantees, successors, heirs, executors, administrations, devisees or assigns

A. Said Grantor, in order to establish a plan of condominium ownership for the above-described property and improvements, hereby covenants and agrees that it hereby divides said real property into the following separate freehold estates:

1. The Apple Villa II Condominium consists of two single story buildings constructed of wood with firewalls and brick veneer. Totally there are seven (7) separately designated and legally described freehold estates consisting of the spaces or areas, being the space or area contained in the perimeter walls of each of the seven (7) apartment units in the said multifamily structures constructed on said property, said spaces being defined and referred to herein as "Apartment Spaces." That said separately defined freehold estates are described as follows:

Seven (7) separate units containing between 1318.56 to 1392.36 square feet of living area, all containing two bedrooms, two bathrooms, kitchen, living and dining room combination and with each unit having an attached

garage of 270.6 square feet and each unit having an outside patio.

2. A freehold estate consisting of the remaining portion of the real property is described and referred to herein as the "common areas and facilities", which definition includes the multifamily structures and the property upon which it is located, and specifically includes, but is not limited to, the land, roof, main walls, parking, trees, pavement, driveways, pipes, wires, conduits, or other public utility lines.

B. For the purpose of this declaration, the ownership of each "Apartment Space" shall include the respective undivided interest in the common areas and facilities specified and established in "E" hereof, and each "Apartment Space" together with the undivided interest is defined and hereinafter referred to as "Unit."

C. A portion of the "common areas and facilities" is hereby set aside and allocated for the restricted use of the respective "Apartment Spaces," as is hereinafter designated, and as shown on survey attached hereto, and said areas shall be known as "restricted common areas and facilities."

D. The seven individual "Apartment Spaces" hereby established and which shall be individually conveyed are described as follows:

Unit 1-A	Unit 1-B
Unit 2-A	Unit 2-B
Unit 3-A	Unit 3-B
Unit 4-A	

E. The undivided interest in the "common facilities" hereby established and which shall be conveyed with each respective "Apartment Space" is as follows:

Unit 1-A is 14.73%	Unit 1-B is 13.95%
Unit 2-A is 13.95%	Unit 2-B is 13.95%
Unit 3-A is 13.95%	Unit 3-B is 14.74%
Unit 4-A is 14.73%	

The above respective undivided interests established and to be conveyed with the respective "Apartment Spaces" as indicated above, cannot be changed, and said Grantor, its successors and assigns, and grantees, covenant and agree that the undivided interests in the "common areas and facilities" and the fee titles to the respective "Apartment Spaces" conveyed therewith, shall not be separated or separately conveyed, and each said undivided interest shall be deemed to be conveyed or encumbered with its respective "Apartment Space" even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the "Apartment Space."

F. The proportionate shares of the separate owners of the respective "family units" in the profits and common expenses in the "common area and facilities," in the Association of Owners, is based on the proportionate value that each of the "family units" referred to herein, bears the value of \$441,000.00, which represents the total value of all of the "family units." The value of the respective "family units," and their proportionate shares in the common profits and expenses shall be as follows:

<u>Units</u>	<u>Proportionate Representation in Profits and Expenses</u>
Unit 1-A	14.73%

Unit 2-A	13.95%
Unit 3-A	13.95%
Unit 4-A	14.73%
Unit 1-B	13.95%
Unit 2-B	13.95%
Unit 3-B	14.74%

G. The "restricted common areas and facilities" allocated for the restricted uses of the respective "family units" are as follows:

Apartment units 1 thru 7: That portion of the common elements consisting of separate and designated entrance, patio and driveway areas adjoining the Apartment Space associated with the family unit is reserved as an appurtenance to that particular unit.

H. That attached hereto and made a part hereof as Exhibit "A" is a survey consisting of 1 sheet as prepared by Jack O. Greenawalt and Exhibit "B" is a copy of easement dedication consisting of 2 sheets.

I. Said Grantor, its successors and assigns, by this declaration, and all future owners of the "family units," by their acceptance of their deeds, covenant and agree as follows:

1. That the "common areas and facilities" shall remain undivided; and no owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the owners with respect to the operation and management of the condominium.

2. That the "Apartment Spaces" shall be occupied and used by the respective owners only as a private dwelling for the owner, his family, tenants, and social guests and for no other purpose.

3. The owner of the respective "Apartment Spaces" shall not be deemed to own the underdecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding his respective "Apartment Space," nor shall said owner be deemed to own pipes, wires, conduits or other public utility lines running through said respective "Apartment Spaces" which are utilized for, or serve more than one "Apartment Space," except as tenants in common with the other "family unit" owners as heretofore provided in "E". Said owner, however, shall be deemed to own the walls and partitions which are contained in said owner's respective "Apartment Space," and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, etc.

4. The owners of the respective "Apartment Spaces" agree that if any portion of the "common areas and facilities" encroaches upon the "Apartment Spaces," a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event the multifamily structure is partially or totally destroyed, and then rebuilt, the owners of "Apartment Spaces"

agree that minor encroachment of parts of the "common areas and facilities" due to construction shall be permitted and that valid easement for said encroachment and the maintenance thereof shall exist.

5. That the owner of a "family unit" shall automatically, upon becoming the owner of a "family unit or units," be a member of Apple Villa II Condominium Home Owners Association, hereinafter referred to as the "Association," and shall remain a member of said Association until such time as his ownership ceases for any reason, at which time his membership in said Association shall automatically cease.

6. That the owners of "family units" covenant and agree that the administration of the condominium shall be in accordance with the provisions of this Declaration, the By-Laws of the Association which are made a part hereto and attached as Exhibit "C".

7. That each owner, tenant or occupant of a "family unit" shall comply with the provisions of this Declaration, the By-Laws, decisions and resolutions of the Association, or its representative, as lawfully amended from time to time, and failure to comply with any such provisions, decisions, or resolutions, shall be grounds for an action to recover sums due, for damages, or for injunctive relief.

8. That this Declaration shall not be revoked or any of the provisions herein amended unless all of the owners and the first mortgages of all of the mortgages covering the "family units" unanimously agree to such revocation or amendment by, duly recorded instruments.

9. That no owner of a "family unit" may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the common areas and facilities or by the abandonment of his "family unit."

J. All sums assessed by the Association but unpaid for the share of the common expenses chargeable to any family unit shall constitute a lien on such family unit prior to all other liens except only (1) tax liens on the family unit in favor of any assessing unit and special district, and (2) all sums unpaid on the first mortgage of record. Such lien may be foreclosed by suit by the manager or Board of Directors, acting on behalf of the owners of the family units, in like manner as a mortgage of real property. In any such foreclosure the family unit owner shall be required to pay a reasonable rental for the family unit, if so provided in the by-laws, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The manager or Board of Directors, acting on behalf of the owners of the family units, shall have power, unless prohibited herein, to bid in the unit at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien

securing the same.

K. Where the mortgagee of a first mortgage of record or other purchaser of a family unit obtains title to the unit as a result of foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association chargeable to such family unit which became due prior to the acquisition of title to such family unit by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the family units including such acquirer, his successors and assigns.

L. The respective "family units" shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period less than thirty (30) days; or (b) any rental if the occupants of the "family unit" are provided customary hotel services, such as room service for food and beverage, maid service, furnishing laundry and linen, and bellboy service. Other than the foregoing obligations, the owners of the respective "family units" shall have the absolute right to lease same provided that said lease is made subject to the covenants and restrictions contained in this Declaration and further subject to the By-Laws attached hereto.

M. In the event the property subject to this Enabling Declaration is totally or substantially damaged or destroyed, the repair, reconstruction, or disposition of the property shall be provided by 60 Oklahoma Statutes, Section 501, et seq.

N. In a voluntary conveyance of a family unit the grantee of the unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the letter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the manager or Board of Directors of the Association, as the case may be, setting forth the amount of the unpaid assessments against the grantor due the Association and such grantee shall not be liable for, nor shall the family unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount therein set forth.

O. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established in the 60 Oklahoma Statutes, Section 501, et seq., this Declaration or in the By-Laws, shall be deemed to be binding on all owners of family units, their successors and assigns.

P. That the Board of Directors of the Association of Owners, or the Management Agent, or Manager shall obtain and continue in effect blanket property liability insurance in form and amounts satisfactory to mortgages holding first mortgages covering family units but without prejudice to the right of the owner of a family unit to obtain individual family unit insurance.

Q. That insurance premiums for any blanket insurance coverage shall be a common expense to be paid by monthly assessments levied by the Association of Owners; and that such payments shall be held in a separate escrow account of the Association of Owners and used solely for the payment of the blanket insurance premiums as such premiums become due.

✓
✓
R. That so long as said Grantor, its successors and assigns, owns one or more of the family units established and described herein, said Grantor, its successors and assigns shall be subject to the provisions of this Declaration and of Exhibits "A", "B" and "C", attached hereto; and said Grantor covenants to take no action which would adversely affect the rights of the Association with respect to assurances against latent defects in the property or other right assigned to the Association, the members of such association and their successors in interest, as their interests may appear, by reason of the establishment of the condominium.

S. Grantor is or will be the owner of the following described real property situate in Washington County, Oklahoma, to-wit:

Lot 1, Block 5, Sivalls Addition to the City of Bartlesville, Oklahoma.

Such described land may be annexed by the Grantor without the consent of the owners of the unit of Apple Villa II Condominium within two (2) years of the date of this instrument provided that the FNMA determines that the annexation is in accord with the general plan heretofore approved by it.

T. The terms "Declaration" and "Condominium Ownership" as used herein shall mean and include the terms "Master Deed" and "Apartment Ownership" respectively.

U. Ramona B. Hopper, whose address is 1740 S.E. Washington Blvd., Bartlesville, Oklahoma, is appointed to receive service of process.

V. That at such time as seventy-five percent (75%) of the apartment units are sold then Grantor shall relinquish total control of Apple Villa II Condominium Home Owners Association to said association, but in no event to exceed three (3) years after the first unit is sold.

W. If FNMA, VA or FHA require any changes in the condo documents to provide financing for either Apple Villa II or Apple Villa III the unit owners hereby agree to same and will execute the necessary documents.

Dated this 7th day of October, 1982, at Bartlesville, Oklahoma.

ROLLING MEADOWS DEVELOPMENT COMPANY, INC.

BY:

Ramona B. Hopper
Ramona B. Hopper, President

Albert C. Overton
Albert C. Overton, Secretary

STATE OF OKLAHOMA, Washington County.) ss.

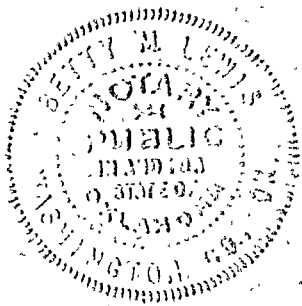
Before me, the undersigned Notary Public in and for said County and State, on this 7th day of Oct., 1982, personally appeared RAMONA B. HOPPER to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President, and acknowledged to me that she executed the same as her free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes set forth.

Witness my hand and official seal the day and year above written.

Betty M. Lemmi, Notary Public.

My commission expires: Dec. 22, 1984.

(S E A L)



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* UNIT SQ. FT. GARAGE SQ. FT. TOTAL SQ. FT.

A	1-A	1121.76	270.6	1392.36
	4-A	1121.76	270.6	1392.36
	2-A	1047.96	270.6	1318.56
	3-A	1047.96	270.6	1318.56
B	3-B	1121.76	270.6	1392.36
	1-B	1047.96	270.6	1318.56
	2-B	1047.96	270.6	1318.56
		7557.12	1894.2	9451.32

UNIT	SQUARE FEET	PERCENTAGE SHARE
1-A	1392.36	14.73%
4-A	1392.36	14.73%
2-A	1318.56	13.95%
3-A	1318.56	13.95%
3-B	1392.36	14.74%
1-B	1318.56	13.95%
2-B	1318.56	13.95%
9451.32 TOTAL		100%

SURVEYOR'S CERTIFICATE:

I, Jack O. Greenawalt, do hereby certify that I am a registered Professional Engineer and Land Surveyor in the State of Oklahoma and at the insistence of the owner made the above described survey and that the annexed plat is a true and accurate representation of the improvements shown, and of that there can be determined therefrom the identification, location, dimensions and size of each unit and of the common elements.

L. S. No. 439

STATE OF OKLAHOMA

COUNTY OF WASHINGTON S.S.

Before me the undersigned, a notary public in and for said county and state on this 16TH day of JULY, 1982, personally appeared Jack O. Greenawalt to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he(they) executed the same as his(their) free and voluntary act and deed for the uses and purposes set forth.

My commission expires:

SEPT 9TH, 1984

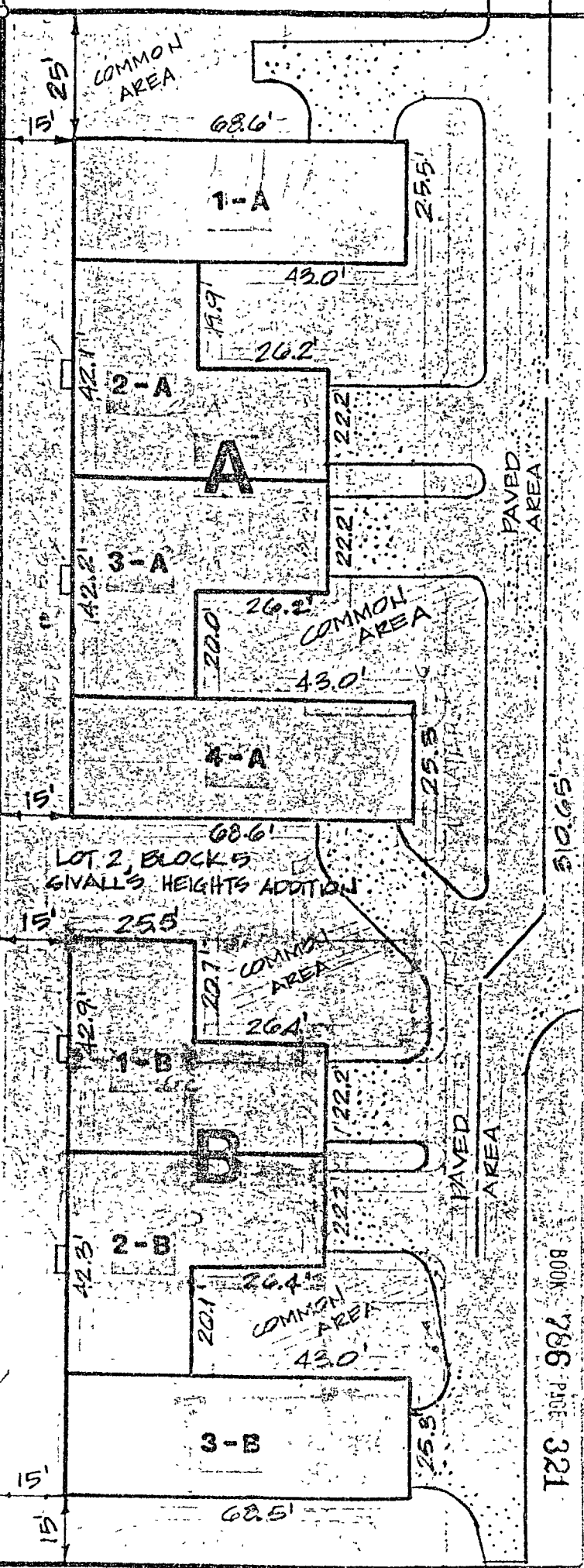
NOTES:

- All paved areas as shown on said plat are dedicated as common areas (Private Access Easements) to and for the building site owners of Apple Villa II except that all said common areas shall additionally serve as utility easements and access easements for emergency, postal and health service such as fire, police, mail pick-up, garbage collection, etc.
- See U/E on attached Exhibit "B".

*Square feet calculations are based from architect's frame line dimensions, which may vary slightly \pm 0.3 feet from field notes.

APPLE VILLA II - PHASE I

EXHIBIT "A"
TO THE DECLARATION OF UNIT OWNERSHIP
ESTATES RECORDING FOR: APPLE VILLA II
TOLEDO ROAD
117.11'



117.11'
SCALE 1"=30'

LEGAL DESCRIPTION

LOT 2, BLK 5, GIVALL'S HEIGHTS ADDITION

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EXHIBIT "B"

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, ROLLING MEADOWS DEVELOPMENT COMPANY, INC., party of the first part, for valuable consideration, receipt of which is hereby acknowledged, does hereby, for itself, its heirs, successors and assigns, grants and conveys to the City of Bartlesville, Oklahoma, a municipal corporation, of the second part, a right of way and easement for the purpose of laying, relaying constructing, maintaining, repairing and operating public utilities together with all the necessary appurtenances under and across the following described real property situate in Washington County, State of Oklahoma, to-wit:

On and across Lot 2, Block 5, Sivalis Heights Addition to the City of Bartlesville, Oklahoma, as per attached Exhibit.

This easement shall be in addition to any easements of record heretofore that may have been given by first party's predecessors.

The purpose of the within grant is to permit Second Party to construct, operate, maintain and keep in repair public utility lines, also granting to Second Party the temporary right to use such additional adjacent land of First Party as may be required to construct said sewer facility.

Executed this 20th day of Sept., 1982.

ROLLING MEADOWS DEVELOPMENT COMPANY, INC.

Attest:

BY:

Ramona B. Hopper
Ramona B. Hopper, President

Albert C. Overton
Albert C. Overton, Secretary

(S E A L)

SEP 22 2 50 PM '82
STATE OF OKLAHOMA
WASHINGTON COUNTY
NOTARY PUBLIC
BETH M. LEWIS

STATE OF OKLAHOMA, Washington County.) ss

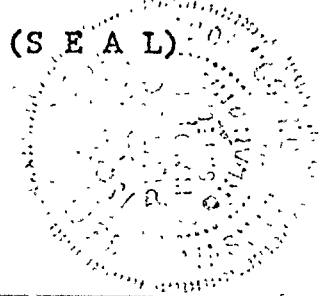
Before me, the undersigned Notary Public in and for said County and State, on this 20th day of Sept, 1982, personally appeared RAMONA B. HOPPER, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President, and acknowledged to me that she executed the same as her free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year above written.

Beth M. Lewis, Notary Public.

My commission expires: 12/22/84

(S E A L)



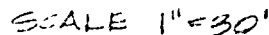
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BOOK 786 PAGE 322

BOOK 785 PAGE 427

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BOOK	PAGE	BOOK	PAGE
786	323	785	28

EXHIBIT "B"

BY-LAWS OF APPLE VILLA II CONDOMINIUM HOME OWNERS ASSOCIATION

Dated this 1st day of October, 1982.

ARTICLE I. PLAN OF APARTMENT OWNERSHIP

Section 1. Apartment Ownership. The project located at 3811 S.E. Toledo Road, Bartlesville, Washington County, Oklahoma, known as Apple Villa Condominium is submitted to the provisions of Title 60 of the Oklahoma Statutes, Sections 501 through 530.

Section 2. By-law Applicability. The provisions of these by-laws are applicable to the project. (The term "project" as used herein shall include the land.)

Section 3. Personal Application. All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the project in any manner, are subject to the regulations set forth in these by-laws and to the recorded Plan of Apartment Ownership.

The mere acquisition or rental of any of the family units (hereinafter referred to as "units") of the project or the mere act of occupancy of any of said units will signify that these by-laws are accepted, ratified, and will be complied with.

ARTICLE II. VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section 1. Voting. Voting shall be one vote per apartment unit.

Section 2. Majority of Owners. As used in these by-laws the term "majority of owners" shall mean those owners holding 51% of the votes.

Section 3. Quorum. Except as otherwise provided in these by-laws the presence in person or by proxy of a majority of owners as defined in Section 2 of this Article shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy. Proxies must be in writing and be filed with the Secretary before the appointed time of each meeting.

ARTICLE III. ADMINISTRATION

Section 1. Association Responsibilities. The owners of the units will constitute the Association of Owners (hereinafter referred to as "Association") who will have the responsibility of administering the project, approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the project pursuant to an agreement, containing provisions relating to the duties, obligations, removal and compensation of the management agent. Except as otherwise provided, decisions and resolutions of the Association shall require approval by a majority of owners.

Section 2. Place of Meetings. Meetings of the Association shall be held at the principal office of the project or such other suitable place convenient to the owners as may be designated by the Board of Directors.

Section 3. Annual Meetings. The first annual meeting of the Association shall be held on the 11th day of October, 1982. Thereafter, the annual meetings of the Association shall be held on the first Tuesday of January each succeeding year except that if said day is a holiday then said meeting shall be held the following day. At such meetings there shall be elected by ballot of the owners a Board of Directors in accordance with the requirements of Section 5 of Article IV of these by-laws. The owners may also transact such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Directors or upon a petition signed by a majority of the owners and having been presented to the Secretary, or at the request of the Lenders. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths of the owners present, either in person or by proxy.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at least five but not more than ten days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served. Notices of all meetings shall be mailed to the Lenders.

Section 6. Adjourned Meetings. If any meeting of owners cannot be organized a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Order of Business. The order of business at all meetings of the owners of units shall be as follows:

- (a) Roll Call
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading of minutes of preceding meeting
- (d) Reports of officers
- (e) Report of Lenders, if present
- (f) Report of committees
- (g) Election of inspectors of election
- (h) Election of directors
- (i) Unfinished business
- (j) New business

ARTICLE IV. BOARD OF DIRECTORS

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of three persons, all of whom must be owners of units in the project.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these by-laws directed to be exercised and done by the owners.

Section 3. Other Duties. In addition to duties imposed by these by-laws or by resolutions of the Association, the Board of Directors shall be responsible for the following:

- (a) Care, upkeep and surveillance of the project and the common areas and the restricted common areas and facilities.
- (b) Collection of monthly assessments from the owners.
- (c) Designation and dismissal of the personnel necessary for the maintenance and operation of the project, the common areas and facilities and the restricted common areas and facilities.

Section 4. Management Agent. The Board of Directors may employ for the Association a management agent at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Section 3 of this Article.

Section 5. Election and Term of Office. At the first annual meeting of the Association the term of office of one Director shall be fixed for three (3) years. The term of office of one Director shall be fixed at two (2) years, and the term of office of one Director shall be fixed at one (1) year. At the expiration of the initial terms of office of each respective Director, he shall be elected for a term of three (3) years so that the terms of the directors are always staggered. Therefore, one new director shall be elected each year.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Section 7. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

Section 8. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on three days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided)

and purpose of the meeting. Special meeting of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three Directors.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Board of Director's Quorum. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called by be transacted without further notice.

Section 13. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

ARTICLE V. OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, and a Secretary-Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an assistant secretary-treasurer, and such other officers as in their judgment may be necessary.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of an Association, including but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of

Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. Secretary-Treasurer. The Secretary-Treasurer shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary. The Secretary-Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE VI. OBLIGATIONS OF THE OWNERS

Section 1. Assessments. All owners are obligated to pay monthly assessments imposed by the Association to meet all project communal expenses, which may include a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of tornado, fire, earthquake or other hazard. The assessments shall include monthly payments to a General Operating Reserve and a Reserve Fund for Replacements. At the election of the owners the Association may purchase a blanket policy to cover all losses of even the unit owners to be assessed.

Section 2. Maintenance and Repair.

- (a) Every owner must perform promptly all maintenance and repair work within his own unit, which if omitted would affect the project in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.
- (b) All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the unit area shall be at the owner's expense.
- (c) An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common areas and facilities damaged through his fault.

Section 3. Use of Family Units-Internal Changes.

- (a) All units shall be utilized for residential purposes only.
- (b) An owner shall not make structural modifications or alterations in his unit or installations located therein without previously notifying the Association in

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writing, through the Management Agent, if any, or, through the President of the Board of Directors, if no management agent is employed. The Association shall have the obligation to answer within fifteen (15) days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

Section 4. Use of Common Areas and Facilities and Restricted Common Areas and Facilities. An owner shall not place or cause to be placed in the project areas and facilities, both common and restricted, any objects of any kind. Such areas shall be used for no other purpose than for normal transit through them.

Section 5. Right of Entry.

- (a) An owner shall grant the right of entry to the management agent or to any other person authorized by the Board of Directors or the Association in case of any emergency originating in or threatening his unit, whether the owner is present at the time or not.
- (b) An owner shall permit other owners, or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

Section 6. Rules of Conduct.

- (a) No resident of the project shall post any advertisements, or posters of any kind in or on the project except as authorized by the Association.
- (b) Residents shall exercise extreme care about making noises or the use of musical instruments, radios, television and amplifiers that may disturb other residents. Keeping domestic animals will abide by the Municipal Sanitary Regulations.
- (c) It is prohibited to hang garments, rugs, etc. from the windows or from any of the facades of the project.
- (d) It is prohibited to dust rugs, etc., from the windows, or to clean rugs, etc., by beating on the exterior part of the project.
- (e) It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service areas.
- (f) No owner, resident or lessee shall install wiring for electrical or telephone installation, television antennae, machines or air conditioning units, etc., on the exterior of the project

or that protrude through the walls or the roof of the project except as authorized by the Association.

ARTICLE VII. AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP

By-Laws. These By-Laws may be amended by the Association in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by owners representing at least 67% of the units in the project.

ARTICLE VIII. MORTGAGES

Section 1. Notice to Association. An owner who mortgages his unit shall notify the Association through the Management Agent, if any, or the President of the Board of Directors in the event there is no Management Agent, the name and address of his mortgagee; and the Association shall maintain such information in a book entitled "Mortgagees of Units."

Section 2. Notice of Unpaid Assessments. The Association shall at the request of a mortgagee of a unit report any unpaid assessments due from the owner of such unit.

ARTICLE IX. Compliance

These By-Laws are set forth to comply with the requirements of Title 60 of the Oklahoma Statutes, Sections 501 through 530.

In case any of these By-Laws conflict with the provision of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

ARTICLE X. MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date hereof.

IN WITNESS WHEREOF, we, the undersigned, being all of the directors of the Association, have hereunto set our hands this 1st day of October, 1982.

Raymond B. Hopper
Albert C. Oerter
Jack Herbert

FIRST AMENDMENT TO ENABLING DECLARATION OF
APPLE VILLA II CONDOMINIUM

Recitals

WHEREAS, Rolling Meadows Development, Inc., an Oklahoma corporation, hereinafter referred to as "Grantor", established a plan for condominium ownership of Apple Villa II Condominium by filing the Enabling Declaration on 7 October, 1982, in the office of the County Clerk of Washington County, Oklahoma, in Book 786 at page 314; and

WHEREAS, said Grantor provided in said Enabling Declaration that Grantor is or will be the owner of Lot 1, Block 5, Sivalls Addition to the City of Bartlesville, Washington County, Oklahoma, and that such land may be annexed by the Grantor without the consent of the owners of the units of Apple Villa II Condominium within two years of the date of the Enabling Declaration; and

WHEREAS, said Grantor has acquired said described property and has improved said property by constructing thereon two multifamily structures with a total of eight units known as Apple Villa III; and

WHEREAS, said Grantor hereby establishes by this amendment to declaration a plan for the individual ownership of the real property estates consisting of the area or space contained in each of the apartment units in said multifamily structures, and the co-ownership by the individual and separate owners thereof, as tenants in common, of all the remaining real property which was heretofore described in this document and in the Enabling Declaration.

NOW, THEREFORE, said Grantor, the fee owner of the following described real property, to-wit:

Heights
Lot 1, Block 5, Sivalls/~~Addition~~ to the City of
Bartlesville, Washington County, Oklahoma, and the
30 ft adjacent thereto on the East side of said Lot 1.

hereby annexes said property to Apple Villa II Condominium as part of Phase II, called Apple Villa III, pursuant to paragraph S of the Enabling Declaration of Apple Villa II Condominium and hereby adopts all of the provisions of the enabling declaration and other documents, except that the unit ownerships and unit ownerships in the commons shall change as is shown on the attached exhibits, which are made a part hereof.

Dated this 19th day of October, 1983, at Bartlesville, Oklahoma.

ROLLING MEADOWS DEVELOPMENT COMPANY, INC.

BY:

Ramona B. Hopper
President, Ramona B. Hopper

Attest:

Ramona B. Hopper
Secretary

1740 SE Washington Blvd.
Bartlesville, Oklahoma 74003

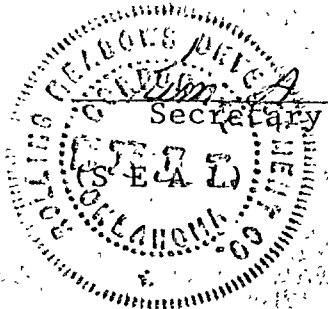
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BOOK 836 PAGE 705
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STATE OF OKLAHOMA
WASHINGTON CO. CL.
BY *FAE A. MORELAND*
REC'DS. DEPUTY

FAE A. MORELAND



STATE OF OKLAHOMA, Washington County.) ss.

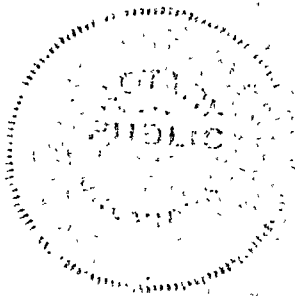
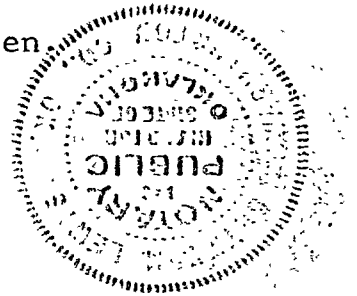
Before me, the undersigned Notary Public in and for said County and State, on this 19th day of October, 1983, personally appeared RAMONA B. HOPPER to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its _____ President, and acknowledged to me that she executed the same as her free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Witness my hand and seal the day and year above written

Betty M. Lewis, Notary Public.

My commission expires: 12/22/84

(S E A L)

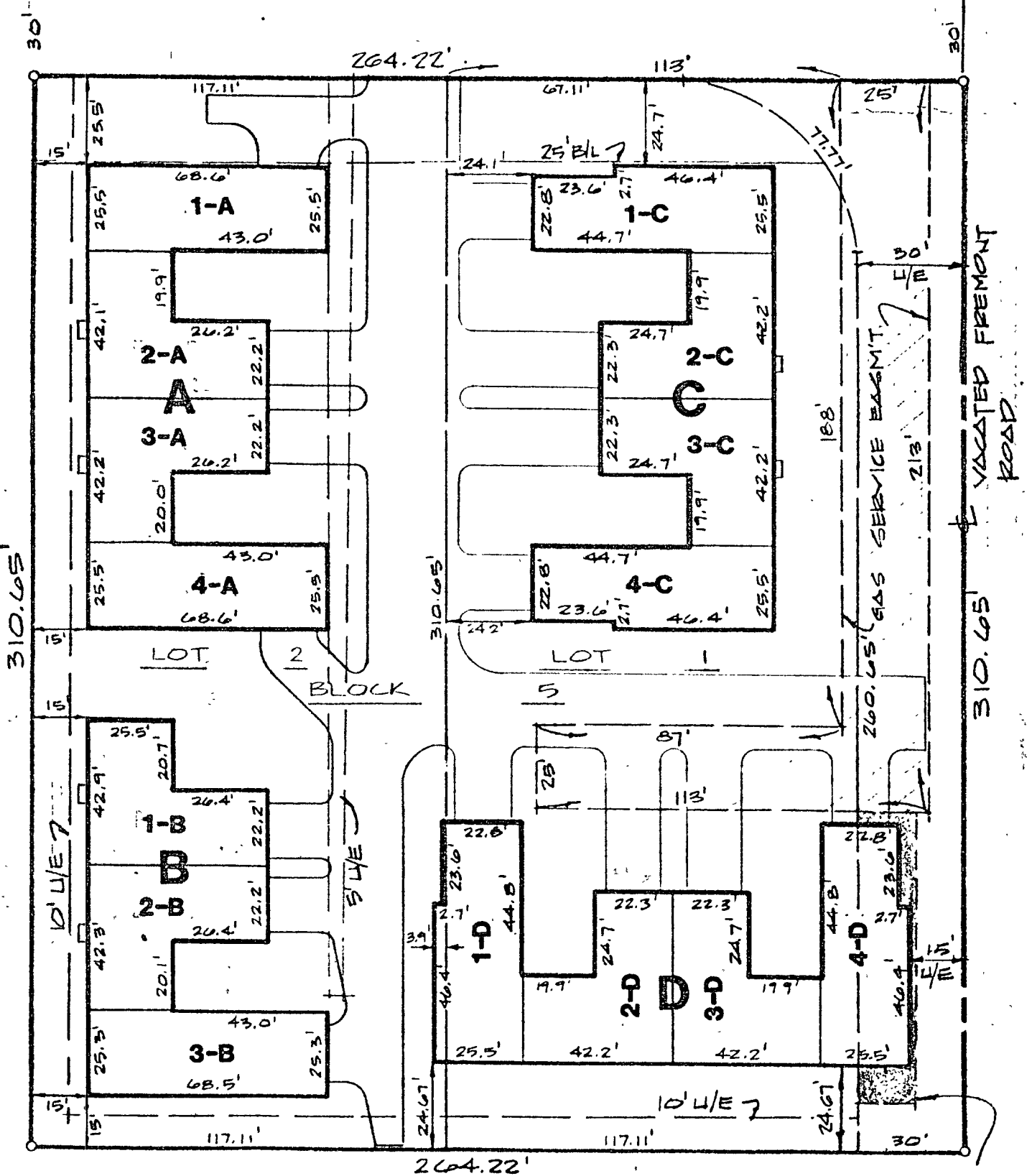


BOOK 806 PAGE 706

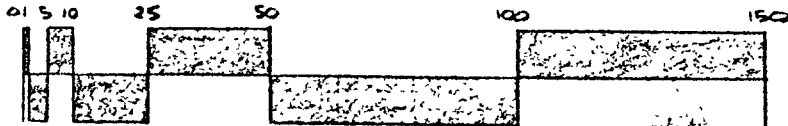
APPLE VILLA II

EXHIBIT "A" - TO THE DECLARATION OF UNIT OWNER-SHIP ESTATES RECORDING FOR APPLE VILLA II.
 & TOLEDO ROAD

60' R/W



NORTH

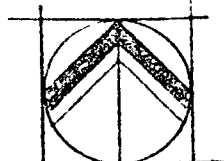


SCALE: 1"=40'

PORTION OF UTILITY & DRAINAGE EASMS VACATED. SEE ATTACHED SHEET

LEGAL DESCRIPTION

LOT 1 AND 2, BLK 5, SIVALLS HEIGHTS ADDITION
 BARTLESVILLE, OKLAHOMA



SCALE: 1" = 10'

		* UNIT SQ. FT.	½ GARAGE SQ. FT.	TOTAL SQ. FT.
A	1-A	1121.76	270.6	1392.36
	4-A	1121.76	270.6	1392.36
	2-A	1047.96	270.6	1318.56
	3-A	1047.96	270.6	1318.56
B	3-B	1121.76	270.6	1392.36
	1-B	1047.96	270.6	1318.56
	2-B	1047.96	270.6	1318.56
C	1-C	1121.76	241.98	1363.74
	4-C	1121.76	241.98	1363.74
	2-C	1047.96	270.6	1318.56
	3-C	1047.96	270.6	1318.56
D	1-D	1121.76	241.98	1363.74
	4-D	1121.76	241.98	1363.74
	2-D	1047.96	270.6	1318.56
	3-D	1047.96	270.6	1318.56

	UNIT	SQUARE FEET	PERCENTAGE SHARE
A	1-A	1392.36	6.90%
	4-A	1392.36	6.90%
	2-A	1318.56	6.53%
	3-A	1318.56	6.53%
B	3-B	1392.36	6.90%
	1-B	1318.56	6.53%
	2-B	1318.56	6.53%
C	1-C	1363.74	6.76%
	4-C	1363.74	6.76%
	2-C	1318.56	6.53%
	3-C	1318.56	6.53%
D	1-D	1363.74	6.77%
	4-D	1363.74	6.77%
	2-D	1318.56	6.53%
	3-D	1318.56	6.53%
		20180.52 Total	100.00%

*Square feet calculations are based from architect' frame line dimensions, which may vary slightly \pm 0.3 feet from field notes.

SURVEYOR'S CERTIFICATE:

I, Jack O. Greenawalt, do hereby certify that I am a registered Professional Engineer and Land Surveyor in the State of Oklahoma and at the insistence of the owner made the above described survey and that the annexed plat is a true and accurate representation of the improvements shown, and of that there can be determined therefrom the identification, location, dimensions and size of each unit and of the common elements.

Jack O. Greenawalt
L. S. No. 439

STATE OF OKLAHOMA
COUNTY OF WASHINGTON S.S.

Before me the undersigned, a notary public in and for said county and state on this 7 day of JULY, 1988, personally appeared Jack O. Greenawalt to me known to the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he(they) executed the same as his(their) free and voluntary act and deed for the uses and purposes set forth.

My commission expires: 17 NOV. 1985

Radford W. [Signature]

NOTES:

1. All paved areas as shown on said plat are dedicated as common areas (Private Access Easements) to and for the building site owners of Apple Villa II except that all said common areas shall additionally serve as utility easements and access easements for emergency, postal and health service such as fire, police, mail pick-up, garbage collection, etc.
2. See U/E on attached Exhibit "B".

EXHIBIT "B"

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, ~~ROLLING MEADOWS~~ DEVELOPMENT COMPANY, INC., parties of the first part, for valuable consideration, receipt of which is hereby acknowledged, does hereby, for itself, its heirs, successors and assigns, grants and conveys to the City of Bartlesville, Oklahoma, a municipal corporation, of the second part, a right-of-way and easement for the purpose of laying, relaying constructing, maintaining, repairing and operating public utilities together with all the necessary appurtenances under and across the following described real property situated in Washington County, Oklahoma, to-wit:

On and across Lot 1, Block 5, Sivalis Heights Addition to the City of Bartlesville, Oklahoma, as per the exhibit attached to the First Amendment to Enabling Declaration of Apple Villa II Condominium, and the 30 ft adjacent thereto on the East side of said lot 1.

This easement shall be in addition to any easements of record heretofore that may have been given by first parties' predecessors.

The purpose of the within grant is to permit Second Party to construct, operate, maintain and keep in repair public utility lines, also granting to Second Party the temporary right to use such additional adjacent land of First Parties as may be required to construct said sewer facility.

Executed this 19th day of October, 1983.

ROLLING MEADOWS DEVELOPMENT COMPANY, INC.

BY:

Ramona B. Hopper
Ramona B. Hopper, President

A. Hopper
Secretary

STATE OF OKLAHOMA, Washington County.) ss.

Before me, the undersigned Notary Public in and for said County and State, on this 19th day of October, 1983, personally appeared RAMONA B. HOPPER to me known to be the identical person who subscribed the name of the maker thereof to the foregoing easement as its President, and acknowledged to me that she executed the same as her free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Witness my hand and seal the day and year above written.

Betty M. Lewis, Notary Public.

My commission expires:

12/22/84

(Seal)

CORRECTION TO FIRST AMENDMENT TO
ENABLING DECLARATION OF APPLE VILLA II CONDOMINIUM

Recitals

WHEREAS, Rolling Meadows Development Company, Inc., an Oklahoma corporation, hereinafter referred to as 'Grantor', did on the 19th day of October, 1983, by the First Amendment to Enabling Declaration of Apple Villa II Condominium, recorded in the office of the County Clerk of Washington County, Oklahoma, in Book 806 at page 705, annexed the following described real property, to-wit:

Lot 1, Block 5, Sivalis Heights Addition to the City of Bartlesville, Washington County, Oklahoma, and the 30 feet adjacent thereto on the East side of said Lot 1,

to Apple Villa II Condominium; and

WHEREAS, that a scrivener's error, omission or mistake in said First Amendment said the annexation would be called Apple Villa III when in fact the annexation should have in all events been called Apple Villa II.

NOW, THEREFORE, said Grantor by this correction document does hereby correct said error, omission or mistake.

Dated this 1ST day of November, 1983, at Bartlesville, Oklahoma.

ROLLING MEADOWS DEVELOPMENT COMPANY, INC.

BY: Ramona B. Hopper
Ramona B. Hopper, President

Attest:

Tim A. Hopper
Secretary

(S. E. A. L.)

STATE OF OKLAHOMA, Washington County.) ss.

Before me, the undersigned Notary Public in and for said County and State, on this 1ST day of November 1983, personally appeared RAMONA B. HOPPER to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President, and acknowledged to me that she executed the same as her free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Witness my hand and seal the day and year above written.

Beth M. Lewis
Notary

(Seal)

1740 SE Washington Blvd.
Bartlesville, Oklahoma 74006

12/22/84
My commission expires

111776

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BOOK 807 PAGE 277

Rolling Meadows Development Co Inc.
Box 3009
City

SECOND AMENDMENT TO ENABLING DECLARATION OF APPLE VILLA II CONDOMINIUM
AND
AMENDMENT OF BY-LAWS OF APPLE VILLA II CONDOMINIUM HOME OWNERS ASSOCIATION

WHEREAS, the owners of all the interests in and to Apple Villa II Condominium desire to change the enabling declaration and by-laws by making the association responsible for only the streets and green areas and to affirm the first amendment to the enabling declaration.

NOW, THEREFORE, said owners of all of the various interests in and to the following described real property, to-wit:

Lots 1 and 2, Block 5 of Sivalis Heights Addition to the City of Bartlesville, Washington County, Oklahoma, and the 30 feet adjacent thereto on the East side of said Lot 1,

agree that the enabling declaration and the by-laws are hereby changed to provide that each unit owner shall be the owner and responsible for the roof, exterior, plumbing, heat and air, etc., of their respective unit and that the association will only be responsible for the streets and green areas.

In all other respects the enabling declaration, by-laws, etc. are reaffirmed, except that the unit ownerships and unit ownerships in the commons shall be as shown in the First Amendment to Enabling Declaration of Apple Villa II Condominium dated 19 October, 1983, recorded in the office of the County Clerk of Washington County, Oklahoma on 24 October, 1983, in Book 806 at page 705.

Dated this 31st day of May, 1984.

ROLLING MEADOWS DEVELOPMENT COMPANY, INC.

Attest:

BY:

Ramona B. Hopper
Ramona B. Hopper, President

Ann A. Hopper
Secretary

APPLE VILLA II CONDOMINIUM
HOME OWNERS ASSOCIATION, an
unincorporated association

BY:

Ramona B. Hopper
President

Franklin W. Middleton
Franklin W. Middleton
(a single man)

Mary J. Vermillion
(a single woman)

118434

BOOK 818-1000

FILED

JUN 14 9 37 AM '84

STATE OF OKLAHOMA
WASHINGTON COUNTY
FALLS CHURCH
DEPUTY

Minnie E. Young
Minnie E. Young
(a single woman)

and

Kenneth Young
Kenneth Young
(her son)

Harold H. Hill
Harold H. Hill
(husband)

and

Katherine L. Hill
Katherine L. Hill
(wife)

Carolee G. Villarreal
(a single woman)

Helen T. DuVal
(a single woman)

John Thomas Gilbert
(a single man)

UNION BANK AND TRUST

BY:

Mark A. Lead
President

Attest:

[Signature]
Secretary

PEOPLES FEDERAL SAVINGS & LOAN ASSOCIATION

BY:

William D. Langley III
Vice President

Attest:

Mary M. Downing
Secretary

(S E A L)

STATE OF OKLAHOMA, Washington County.) ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 31st day of May, 1984, personally appeared RAMONA B. HOPPER to me known to be the identical person who subscribed the name of the maker thereof, ROLLING MEADOWS DEVELOPMENT COMPANY, INC., to the foregoing instrument as its president and acknowledged to me that she executed the same as her free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Betty M. Lewis
Notary Public

12/22/84
My commission expires

(S E A L)

STATE OF OKLAHOMA, Washington County.) ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 31st day of May, 1984, personally appeared Ramona B. Hoyer to me known to be the identical person who subscribed the name of the maker thereof, APPLE VILLA II CONDOMINIUM HOME OWNERS ASSOCIATION, an unincorporated association, to the foregoing instrument as its president and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed and as the free and voluntary act and deed of such association, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Betty M. Lewis
Notary Public
(S E A L)

12/22/84
My commission expires

STATE OF OKLAHOMA, Washington County.) ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 21 day of June, 1984, personally appeared, FRANKLIN W. MIDDLETON to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

Margaret C. Tranter
Notary Public
(S E A L)

May 31, 1988
My commission expires

STATE OF OKLAHOMA, Washington County.) ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 1984, personally appeared, MARY J. VERMILLION to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

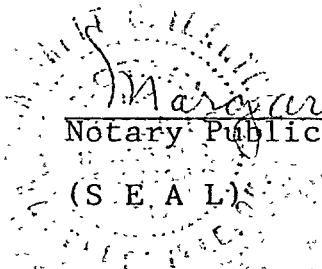
Notary Public
(S E A L)

My commission expires

STATE OF OKLAHOMA, Washington County.) ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 7th day of June, 1984, personally appeared MINNIE E. YOUNG and KENNETH YOUNG to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

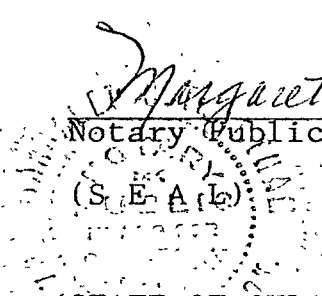
 Margaret C. Trantham
Notary Public
(S E A L)

May 21, 1988
My commission expires

STATE OF OKLAHOMA, Washington County.) ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 4th day of June, 1984, personally appeared, HAROLD H. HILL and KATHERINE L. HILL to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

 Margaret C. Trantham
Notary Public
(S E A L)

May 21, 1988
My commission expires

STATE OF OKLAHOMA, Washington County.) ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 1984, personally appeared CAROLEE G. VILLARREAL to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

Notary Public
(S E A L)

My commission expires

BOOK 818 PAGE 1003

STATE OF OKLAHOMA, Washington County.) ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 1984, personally appeared, HELEN T. DuVAL to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

Notary Public

My commission expires

(S E A L)

STATE OF OKLAHOMA, Washington County.) ss.

Before me, the undersigned, a Notary Public in and for said County and State on this _____ day of _____, 1984, personally appeared, JOHN THOMAS GILBERT to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

Notary Public

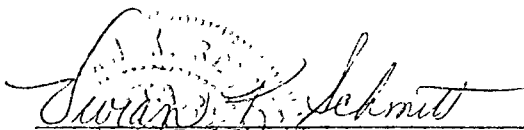
My commission expires

(S E A L)

STATE OF OKLAHOMA, Washington County.) ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 31st day of May, 1984, personally appeared Mahlon S. Neal to me known to be the identical person who subscribed the name of the maker thereof, UNION BANK AND TRUST, to the foregoing instrument as its president and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



Notary Public

February 14, 1987

My commission expires

(S E A L)

BOOK 818 PAGE 1004

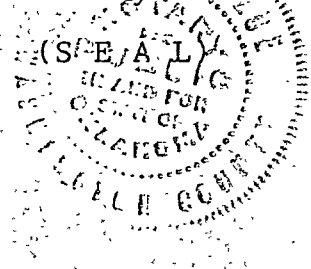
STATE OF OKLAHOMA, Washington County.) ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 31st day of May, 1984, personally appeared Hiram G. Langley, III to me known to be the identical person who subscribed the name of the maker thereof, PEOPLES FEDERAL SAVINGS & LOAN ASSOCIATION, to the foregoing instrument as its Vice president and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Karen E. Blue
Notary Public

October 3, 1984
My commission expires



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SECOND AMENDMENT TO ENABLING DECLARATION OF APPLE VILLA II CONDOMINIUM
AND
AMENDMENT OF BY-LAWS OF APPLE VILLA II CONDOMINIUM HOME OWNERS ASSOCIATION

WHEREAS, the owners of all the interests in and to Apple Villa II Condominium desire to change the enabling declaration and by-laws by making the association responsible for only the streets and green areas and to affirm the first amendment to the enabling declaration.

NOW, THEREFORE, said owners of all of the various interests in and to the following described real property, to-wit:

127336

Lots 1 and 2, Block 5 of Sivalis Heights Addition to the City of Bartlesville, Washington County, Oklahoma, and the 30 feet adjacent thereto on the East side of said Lot 1,

agree that the enabling declaration and the by-laws are hereby changed to provide that each unit owner shall be the owner and responsible for the roof, exterior, plumbing, heat and air, etc., of their respective unit and that the association will only be responsible for the streets and green areas.

In all other respects the enabling declaration, by-laws, etc. are reaffirmed, except that the unit ownerships and unit ownerships in the commons shall be as shown in the First Amendment to Enabling Declaration of Apple Villa II Condominium dated 19 October, 1983, recorded in the office of the County Clerk of Washington County, Oklahoma on 24 October, 1983, in Book 806 at page 705.

Dated this 31st day of May, 1984.

ROLLING MEADOWS DEVELOPMENT COMPANY, INC.

Attest:

BY:

Ramona B. Hopper
Ramona B. Hopper, President

Ramona B. Hopper
Secretary

APPLE VILLA II CONDOMINIUM
HOME OWNERS ASSOCIATION, an
unincorporated association

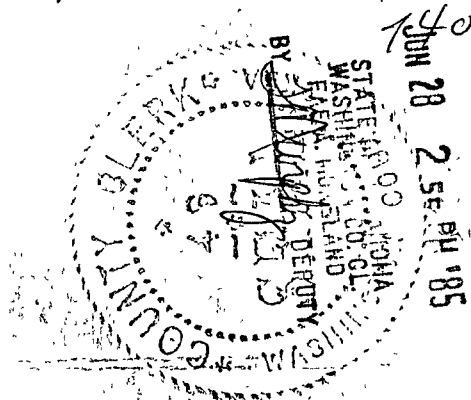
BY:

President

Franklin W. Middleton
Franklin W. Middleton
(a single man)

Mary J. Vermillion
(a single woman)

Box 3009
Bartlesville, Okla.



BOOK 833 PAGE 334

Ninnie E. Young
Ninnie E. Young
(a single woman)

and Kenneth Young
Kenneth Young
(her son)

Harold H. Hill
Harold H. Hill
(husband)

and Katherine L. Hill
Katherine L. Hill
(wife)

Carolee G. Villarreal
Carolee G. Villarreal
(a single woman)

Helen T. DuVal
(a single woman)

John Thomas Gilbert
John Thomas Gilbert
(a single man)

UNION BANK AND TRUST

BY: Frank S. Lee
President

Attest:

John B. Gomer
Secretary

PEOPLES FEDERAL SAVINGS & LOAN ASSOCIATION

BY: Liam S. Gungley III
Vice President

Attest:

Mary M. Downing
Secretary

STATE OF OKLAHOMA, Washington County.) ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 31st day of May, 1984, personally appeared RAMONA B. HOPPER to me known to be the identical person who subscribed the name of the maker thereof, ROLLING MEADOWS DEVELOPMENT COMPANY, INC., to the foregoing instrument as its president and acknowledged to me that she executed the same as her free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Betty M. Lewis
Notary Public

12/22/84
My commission expires

STATE OF OKLAHOMA, Washington County.) ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 1984, personally appeared _____ to me known to be the identical person who subscribed the name of the maker thereof, APPLE VILLA II CONDOMINIUM HOME OWNERS ASSOCIATION, an unincorporated association, to the foregoing instrument as its president and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed and as the free and voluntary act and deed of such association, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public

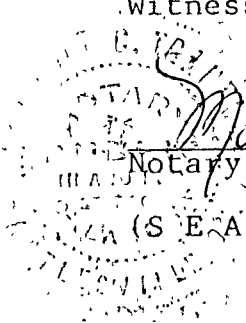
My commission expires

(S E A L)

STATE OF OKLAHOMA, Washington County.) ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 4th day of June, 1984, personally appeared, FRANKLIN W. MIDDLETON to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

 Margaret C. Tranterham
Notary Public

May 21, 1988
My commission expires

(S E A L)

STATE OF OKLAHOMA, Washington County.) ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 1984, personally appeared, MARY J. VERMILLION to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

Notary Public

My commission expires

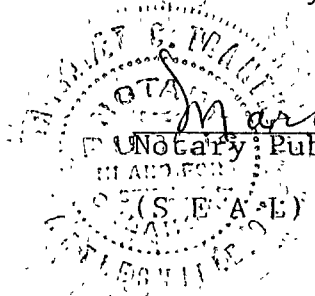
(S E A L)

BOOK 833 PAGE 336

STATE OF OKLAHOMA, Washington County.) ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 7th day of June, 1984, personally appeared MINNIE E. YOUNG and KENNETH YOUNG to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.



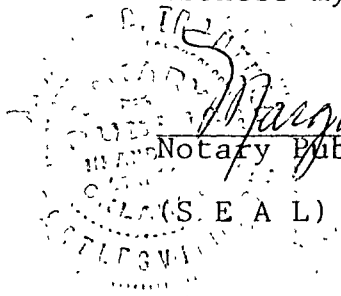
Margaret C. Trautham
Notary Public

May 21, 1988
My commission expires

STATE OF OKLAHOMA, Washington County.) ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 4th day of June, 1984, personally appeared, HAROLD H. HILL and KATHERINE L. HILL to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.



Margaret C. Trautham
Notary Public

May 21, 1988
My commission expires

STATE OF OKLAHOMA, Washington County.) ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 8th day of August, 1984, personally appeared GAROLLE G. VILLARREAL to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

Margaret C. Trautham
Notary Public

May 21, 1988
My commission expires

(S E A L)

BOOK 833 PAGE 337

STATE OF OKLAHOMA, Washington County.) ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 1984, personally appeared, HELEN T. DuVAL to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

Notary Public

My commission expires

(S E A L)

STATE OF TEXAS, Harris County,) ss.

~~STATE OF OKLAHOMA, Washington County,) ss.~~

X
Before me, the undersigned, a Notary Public in and for said County and State on this 28th day of JUNE, 1984, personally appeared, JOHN THOMAS GILBERT to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.



Notary Public

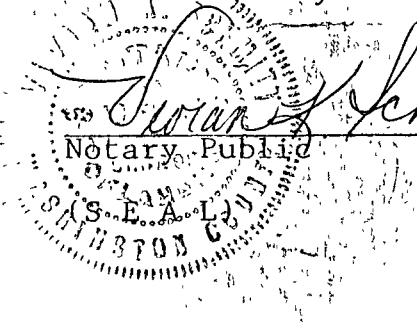
September 22, 1984
My commission expires

(S E A L)

STATE OF OKLAHOMA, Washington County.) ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 31st day of May, 1984, personally appeared Mahlon S. Neal to me known to be the identical person who subscribed the name of the maker thereof, UNION BANK AND TRUST, to the foregoing instrument as its president and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



Notary Public

February 14, 1987
My commission expires

(S E A L)

BOOK 833 PAGE 338

STATE OF OKLAHOMA, Washington County.) ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 31st day of May, 1984, personally appeared Hiram G. Langley III to me known to be the identical person who subscribed the name of the maker thereof, PEOPLES FEDERAL SAVINGS & LOAN ASSOCIATION, to the foregoing instrument as its Vice president and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Karen E. Blue
Notary Public
(S.E.A.L.)
NOTARY PUBLIC
WASHINGTON COUNTY
OKLAHOMA
COMMISSION EXPIRES
OCTOBER 3, 1984

October 3, 1984
My commission expires

SECOND AMENDMENT
OF THE BY-LAWS
OF APPLE VILLA II CONDOMINIUM HOME OWNERS ASSOCIATION

The By-Laws of Apple Villa II Condominium Home Owners Association, an unincorporated owners association of Apple Villa II Condominiums, a condominium development of the following described real property situated in Washington County, Oklahoma, to-wit:

Lots 1 and 2, Block 5 of Sivalls Heights Addition to the City of Bartlesville, Washington County, Oklahoma, and the 30 feet adjacent thereto on the East side of said Lot 1;

are hereby amended to read in toto as set forth in the attached pages 1 through 9. Said amendment is approved by the Owners of the units of said development as evidenced by the signatures of over sixty-seven (67%) of the owners of the condominium units of said development on attached page 10 and acknowledgments thereof on attached pages 11 through 24.

Dated this 3rd day of October, 2005.

APPLE VILLA II CONDOMINIUM HOME OWNERS
ASSOCIATION, an unincorporated association

By Ray D. Powell
President

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

Before me, a Notary Public in and for said County and State, on this 10th day of October, 2005, personally appeared Ray D. Powell, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said association, for the uses and purposes therein set forth.

Given under my hand and seal the day and year above written.

Marylyn B. Hudman
Notary Public

My commission expires: 2-17-2009

My commission number is: 01000510

010245

BK 1035 PG 2740

BY-LAWS OF APPLE VILLA II CONDOMINIUM HOME OWNERS
ASSOCIATION

Dated this 12 day of SEPTEMBER, 2005

Throughout these by-laws the terms he, his, him, shall also mean she, hers, her.

ARTICLE I. PLAN OF APARTMENT OWNERSHIP

Section 1. Apartment Ownership. The project located at 3811 and 3815 S.E. Toledo Road, Bartlesville, Washington County, Oklahoma, known as Apple Villa II Condominiums is submitted to the provisions of Title 60 of the Oklahoma Statutes, Sections 501 through 530.

Section 2. By-Law Applicability. The provisions of these by-laws are applicable to the project. (The term "project" as used herein shall include the land.)

Section 3. Personal Application. All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the project in any manner, are subject to the regulations set forth in these by-laws and the recorded Enabling Declaration, and the First and Second Amendments thereto.

The mere acquisition or rental of any of the family units (hereinafter referred to as "units") of the project, or the mere occupancy of any of said units will signify that these by-laws are accepted, ratified, and will be complied with.

ARTICLE II. VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section 1. Voting. Voting shall be by one vote per unit.

Section 2. Majority of Owners. As used in these by-laws, the term "majority of owners" shall mean those owners holding 51% of the votes.

Section 3. Quorum. Except as otherwise provided in these by-laws the presence in person or by proxy of a majority of owners as defined in Section 2 of this Article shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy. Proxies must be in writing and be filed with the Secretary before the appointed time of each meeting. All proxies must state the starting date and the termination date of the proxy.

BK 1035 PG 2741

ARTICLE III. ADMINISTRATION

Section 1. Association Responsibilities. The owners of units will constitute the Association of Owners (hereinafter referred to as "Association") who will have the responsibility of electing a Board of Directors as set out in Article IV, administering the project, approving the annual budget, and establishing and collecting annual and special assessments.

Section 2. Place of Meetings. Meetings of the Association shall be held at such suitable place within the project convenient to the owners as may be designated by the Board of Directors.

Section 3. Annual Meetings. The annual meeting of the Association shall be held during each month of May on a day determined by the Board of Directors and promulgated by the Secretary at least five days prior to the meeting. At such meetings there shall be elected by ballot of the owners, a Board of Directors in accordance with the requirements of Section 5 of Article IV of these by-laws. The owners may also transact such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Directors or upon a petition signed by a majority of the owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths of the owners present, either in person or by proxy.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to deliver to the address of each owner of record a notice of each annual or special meeting stating the purpose thereof as well as the time and place where it is to be held at least five days prior to such meeting.

Section 6. Adjourned Meetings. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Order of Business. The order of business at all meetings of the owners of units shall be as follows:

- (a) Roll Call
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading of minutes of preceding meeting
- (d) Reading of the annual Treasurer's report
- (e) Reports of committees and officers
- (f) Election of directors
- (g) Unfinished business
- (h) New business

ARTICLE IV. BOARD OF DIRECTORS

Section 1. Number and Qualifications. The affairs of the Association shall be governed by a Board of Directors composed of three to five persons all of whom must be owners of units of the project.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or these by-laws directed to be exercised and done by the owners; provided that the Board of Directors may not expend funds exceeding \$1,000 for any purpose without prior approval by a majority of the owners exercising one vote per unit.

Section 3. Other Duties. In addition to duties imposed elsewhere in these by-laws or by resolutions of the Association, the Board of Directors shall be responsible for the following:

- (a) Care, upkeep and surveillance of the project and thoroughfares, the common areas and the restricted common areas and facilities.
- (b) Collection of semi-annual and special assessments as approved by the Directors, from the owners.
- (c) Hiring and dismissal of individuals and organizations necessary for the maintenance of the project, the common areas and facilities and the restricted common areas and facilities.
- (d) Open and maintain a single bank account at the local office of a bank for the administration of the property to be under the control of the Secretary-Treasurer who shall co-sign all checks with one other officer (See Article V).
- (e) Engage such attorneys, accountants, architects, engineers, insurance experts and other professionals as shall be deemed necessary by the Board of Directors.

Section 4. Election and Term of Office. The term of office of all Directors shall be three (3) years and shall be staggered terms so that at least one director is elected each year.

Section 5. Vacancies. Vacancies on the Board of Directors created by any cause other than removal by vote of the Association shall be filled by a majority of the remaining Directors, and such directors so elected shall serve until the next annual meeting.

Section 6. Removal of Directors. At any regular or special meeting, duly called, any one or more of the Directors may be removed with or without cause by a majority of the owners exercising one vote per unit and a successor may then and there be elected. Any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director personally or by telephone at least three (3) days prior to the day named for such a meeting.

Section 8. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director given personally or by mail or telephone; which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Upon the written request of at least three (3) directors, special meetings of the Board of Directors shall be called by the President or Secretary in like manner on like notice.

Section 9. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed the equivalent to the giving of such notice. Attendance of a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 10. Board of Directors Quorum. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

ARTICLE V. OFFICERS

Section 1. Designation. The Officers of the Association shall be a President, a Vice-President and a Secretary-Treasurer. The Directors may appoint an assistant Secretary-Treasurer who need not be a Director.

Section 2. President. The President is the chief executive officer of the Association. He shall preside at all meetings of the Association and the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of an Association, including but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 3. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 4. Secretary-Treasurer. The Secretary-Treasurer shall keep the minutes of all meetings of the Board of Directors and minutes of the Association. He shall have charge of such books and papers as the Board of Directors may direct and he shall, in general, perform all the duties incident to the office of the Secretary. The Secretary-Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors. All checks on Association accounts shall be signed by the Secretary-Treasurer and co-signed by one other Officer.

Section 5. Qualifications. All Officers shall be serving members of the Board of Directors.

Section 6. Election of Officers. Officers shall be elected by the Association from members of the Board of Directors. An Officer shall serve for three (3) years or for a lesser period if he should cease to be a member of the Board of Directors. Officers may be reelected for further terms of office.

Section 7. Removal of Officers. At any regular or special meeting of the Association or Board of Directors, duly called, any one or more of the Officers may be removed with or without cause by a majority of the owners exercising one vote per unit or by a majority of the Directors, as the case may be. The Board of Directors shall elect a successor to the office. Any Officer whose removal has been proposed shall be given an opportunity to be heard at the meeting.

ARTICLE VI. OBLIGATIONS OF THE OWNERS

Section 1. Assessments. All owners are obliged to pay semi-annual assessments within one week of semi-annual due dates imposed by the Association to meet all project communal expenses, which may include a liability insurance policy premium or a policy to cover repairs and reconstruction work in case of tornado or other strong winds, fire, earthquake or other hazard.

Section 2. Maintenance and Repair.

- (a) Every Owner must perform promptly all maintenance and repair work within his own unit which if omitted would affect the project in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.
- (b) All the repairs of units shall be at the owner's expense, other than streets and green areas, which shall be maintained by the Association.
- (c) An Owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common areas (streets and green areas) damaged through an owner's fault.
- (d) Unit Owners are required to make listing real estate agents aware of the Enabling Declaration and these by-laws prior to listing a unit for sale and are required to make purchasers aware of the Enabling declaration and these by-laws prior to the closing of the sale of their unit.

Section 3. Use of Units - Internal Changes.

- (a) All units shall be utilized for residential purposes only.

- (b) An owner shall not make structural modifications or alterations in his unit or installations located therein without previously gaining the Board of Directors assent in writing. The Association shall have the obligation to answer within fifteen (15) days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

Section 4. Use of Common Areas and Facilities and Restricted Common Areas and Facilities. An owner shall not place or cause to be placed in the project areas and facilities, both common and restricted, any objects of any kind. Such areas shall be used for no other purpose than for normal transit through them.

Section 5. Right of Entry.

- (a) An owner shall grant the right of entry to any person authorized by the Board of Directors in case of an emergency deemed to be originating in or threatening his unit, whether the owner is present at the time or not.
- (b) An owner shall permit other owners, or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

Section 6. Rules of Conduct.

- (a) No resident of the project shall post any advertisements or posters of any kind in or on the project except as authorized by the Board of Directors.
- (b) Residents shall exercise extreme care about making noises or the use of musical instruments, radios, television and amplifiers that may disturb other residents. Keepers of domestic animals will abide by the Municipal Sanitary Regulations.
- (c) It is prohibited to hang garments, rugs, etc., from the windows or from any of the facades of the project.
- (d) No owner, resident or lessee shall install wiring for electrical or telephone installation, television antennae, machine units, etc., on the exterior of the project or that protrude through the walls or the project except as authorized by the Association.

- (e) Owners are responsible for watering, pruning, trimming, fertilizing, weeding and the other general maintenance of the trees, shrubbery other plants around their units. New trees and/or shrubs may be installed to replace older ones with the approval of the Board of Directors as to their size, nature and locations. All such landscaping shall be at the expense of the owner.
- (f) Lawn care, thoroughfare and concrete main entrance footpath maintenance shall be the responsibility of the Association.
- (g) All exterior maintenance, painting, repair and/or replacement of windows, sills and frames, roofs, roof drainage systems, chimneys and vents, doors and door frames are the responsibility of the concerned owner and shall be undertaken at the demand of the Association. All such alterations shall be in compliance with the architectural design, style and motif of Apple Villa II.
- (h) Snow removal from the project's main thoroughfares and driveways to owner's garages shall be the responsibility of the Association and shall be undertaken at the decision of the Board of Directors. Snow removal of footpaths leading to owner's units shall be undertaken by the owners themselves.
- (i) Maintenance of the property's west fence and of retaining walls shall be the responsibility of the Association.
- (j) Owners shall garage their automobiles and are encouraged not to station them out of doors overnight.
- (k) Owners are encouraged to leave a door key to their unit with a neighbor when they are away from the project for an extended period.

ARTICLE VII. AMENDMENTS TO THE PLAN OF APARTMENT OWNERSHIP

Section I. By-Laws. These By-Laws may be amended by the Association in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by the owners representing at least 67% of the units in the project who are present at the meeting.

ARTICLE VIII. MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the thirty-first day of December of every year.

Section 2. Compliance. These By-Laws are set forth to comply with the requirements of Title 60 of the Oklahoma Statutes, Sections 501 through 530. In case any of these By-Laws conflict with the provision of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

mail to: Patrick H Roark
PO Box 2566
Bartlesville, OK 78005

Doc # 2005010245
Bk 1035
Pg 2740-2764
DATE 10/10/05 15:54:24
Filing Fee \$61.00
Documentary Tax \$0.00
State of Oklahoma
County of WASHINGTON
WASHINGTON County Clerk
M. PARRISH



BK 1035 PG 2749

APPLE VILLA II CONDOMINIUM ASSOCIATION
3811 and 3815 SE Toledo Road - Bartlesville, OK 74006

IN WITNESS WHEREOF, we, the undersigned, comprising the owners of
at least sixty-seven (67%) percent of the units, have hereunto set our hands, this
5th day of October, 2005.

La Una McClintock
La Una McClintock, Owner, 3811A

Scarlett C. Stallcup, Owner, 3815 C1

Verla Davis
Verla Davis, Owner, 3811B

Robert Stallcup, Owner, 3815 C1

Dwayne Walker, Owner, 3811C

Margie Knight
Margie Knight, Owner, 3815 C2

Helen M Walker, Owner, 3811C

Marian I. Richardson
Marian I. Richardson, Owner, 3815 C3

Katherine L. Hill, Owner, 3811D

V. Lee Vinyard, Owner, 3815 C4

Laura Hines, Owner, 3811 E

Ray D. Powell
Ray D. Powell, Owner, 3815 D1

William J. Hines, Owner, 3811 F

Joye Powell, Owner, 3815 D1

Beverly Hines
Beverly Hines, Owner, 3811 F

Madge E. Johnson
Madge E. Johnson, Owner, 3815 D2

Stephen C. Martin
Stephen C. Martin, Owner, 3811G

A. R. White, Owner, 3815 D3

Dale O. Tieszen
Dale O. Tieszen, Owner, 3815 D4

Ella Friedl Tieszen
Ella Friedl Tieszen, Owner, 3815 D4

STATE OF OKLAHOMA)

COUNTY OF WASHINGTON)

ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 14th day of September, 2008, personally appeared La Una McElintock husband and wife (or a single person), to me known to be the identical person(s) who executed the same within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Tricia Richards
Notary Public

My commission expires: 8/28/10

My commission number is: 02014749



BK 1035 PG 275 11

STATE OF OKLAHOMA)

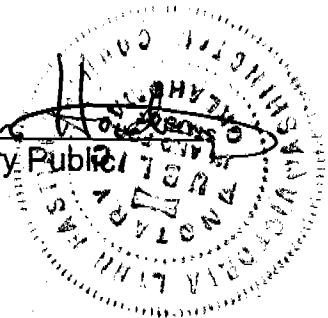
COUNTY OF WASHINGTON)

ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 14th day of September, 2005, personally appeared Verla Davis, Owner husband and wife (or a single person), to me known to be the identical person(s) who executed the same within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Victoria Lynn Henderson
Notary Public



My commission expires: 6/29/2008

My commission number is: 10202

BK1035PG2752

STATE OF OKLAHOMA)

COUNTY OF WASHINGTON)

ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 13th day of September, 2005 personally appeared Katherine Louise Hill husband and wife (or a single person), to me known to be the identical person(s) who executed the same within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Tricia Richards
Notary Public

My commission expires: 8/28/06

My commission number is: 02014749



BK 1035 PG 2753

STATE OF OKLAHOMA

COUNTY OF WASHINGTON

ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 23rd day of September, 2008, personally appeared Laura Hines ~~husband and wife~~ (or a single person), to me known to be the identical person(s) who executed the same within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Tricia Richards
Notary Public

My commission expires: 8/28/09

My commission number is: 02014749



BR1035PG2754

STATE OF OKLAHOMA

COUNTY OF WASHINGTON

SS.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 23rd day of September, 2005, personally appeared William & Beverly Hines (husband and wife) (or a single person), to me known to be the identical person(s) who executed the same within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Tricia Richards
Notary Public

My commission expires: 8/28/06

My commission number is: 02014749



BK1035PG2755

STATE OF OKLAHOMA

COUNTY OF WASHINGTON

SS.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 15th day of September, 2005 personally appeared Stephen C & Barbara A Martin husband and wife (or a single person), to me known to be the identical person(s) who executed the same within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Tricia Richards
Notary Public

My commission expires: 8/28/10

My commission number is: 02014749



BK 1035 PG 275b

STATE OF OKLAHOMA)

COUNTY OF WASHINGTON)

ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 14th day of September, 2005, personally appeared Dale O. Tieszen ~~husband and wife (or a single person)~~, to me known to be the identical person(s) who executed the same within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Tricia Richards
Notary Public

My commission expires: 8/28/06

My commission number is: 02014749



BK 1035 PG 2757

STATE OF OKLAHOMA

COUNTY OF WASHINGTON

SS.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 14th day of September, 200, personally appeared Ella Friedl-Tieszen husband and wife (or a single person), to me known to be the identical person(s) who executed the same within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Tricia Richards
Notary Public

My commission expires: 8/28/00

My commission number is: 02014749



BK 1035 Pg 2758

STATE OF OKLAHOMA

COUNTY OF WASHINGTON

ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 15th day of September, 2008, personally appeared Margie Knight husband and wife (or a single person) to me known to be the identical person(s) who executed the same within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Tricia Richards
Notary Public

My commission expires: 8/28/06

My commission number is: 02014749



BK1035PG2759

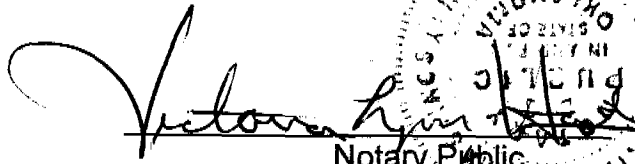
STATE OF OKLAHOMA)

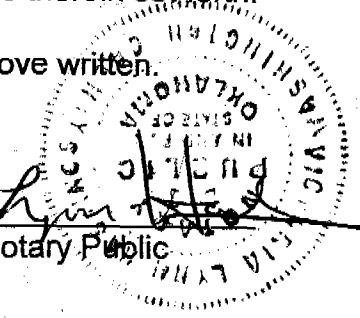
COUNTY OF WASHINGTON)

ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 14th day of September, 2005 personally appeared Marian Richardson husband and wife (or a single person), to me known to be the identical person(s) who executed the same within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.


Notary Public



My commission expires: 6/28/2008

My commission number is: 10202

BK1035PG2760

STATE OF OKLAHOMA)

COUNTY OF WASHINGTON)

ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 14th day of September, 2005, personally appeared V. Lee Vinyard husband and wife (or a single person), to me known to be the identical person(s) who executed the same within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Tricia Richards
Notary Public

My commission expires: 8/28/06

My commission number is: 02014749



BK1035 PG 2761

STATE OF OKLAHOMA

COUNTY OF WASHINGTON

SS.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 14th day of September, 200, personally appeared Ray D & Joyce Powell husband and wife (or a single person), to me known to be the identical person(s) who executed the same within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Tricia Richards
Notary Public

My commission expires: 8/28/06

My commission number is: 02014749



BK 1035 PG 2762

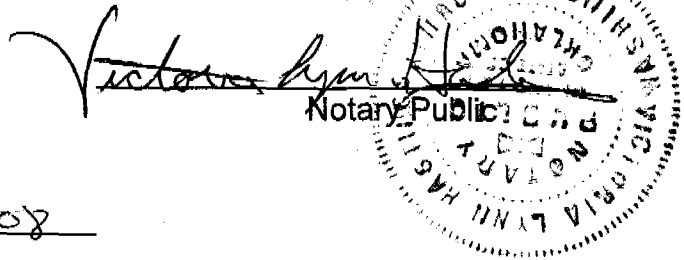
STATE OF OKLAHOMA

COUNTY OF WASHINGTON

ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 23rd day of September, 200 , personally appeared Madege & Johnson husband and wife (or a single person), to me known to be the identical person(s) who executed the same within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



My commission expires: 6/29/2008

My commission number is: 10202

BK1035PG2763

STATE OF OKLAHOMA

COUNTY OF WASHINGTON

ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 28th day of September, 2005 personally appeared A. R. White husband and wife (or a single person) to me known to be the identical person(s) who executed the same within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Tricia Richards
Notary Public

My commission expires: 8/28/06

My commission number is: 02014749



BK 1035 PG 2764