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STATE OF OKLAHOMA
WASHINGTON CO. SS.
BEN ELLSWORTH
BY [illegible] DEPUTY

DECLARATION OF UNIT OWNERSHIP ESTATE

FOR

PECAN GROVE GARDEN HOMES

KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS, BIG CHIEF DEVELOPMENT CO., an Oklahoma ficticious partnership, hereinafter referred to as "Declarant", is the owner of the following described real property together with all improvements thereon and appurtenances thereunto belonging situated in Washington County, State of Oklahoma, to-wit:

> Lots numbered Nine (9), Ten (10), Eleven (11) and Twelve (12), in Block numbered Five (5), of Liberty Addition to the City of Dewey, Oklahoma, according to the recorded plat thereof.

AND, WHEREAS, Declarant is in the process of constructing on the above described real property and has plans to construct thereon ten (10) apartment units together with other improvements as hereinafter described; and

WHEREAS, Declarant desires and intends hereby to create and establish ten (10) separately designated unit ownership estates as defined by the Unit Ownership Estate Act of the State of Oklahoma, by submission to the provisions of said Act the above described real property and all buildings and improvements presently under construction or hereafter to be constructed on said real property, all as hereinafter provided.

NOW, THEREFORE, Declarant, as owner of the above described real property and all buildings and other improvements being constructed thereon and hereafter to be constructed thereon, for itself, its successors and assigns, does hereby publish and declare as follows:

ARTICLE I

SUBMISSION OF PROPERTY TO UNIT OWNERSHIP ESTATE ACT

91436

(1) Property Submitted to Act: The above described real property together with the apartment buildings and all other improvements and structures thereon or hereafter to be erected thereon and all easements, rights and appurtenances belonging thereto are hereby submitted to the provisions of the "Unit Ownership Estate Act" of the State of Oklahoma, Title 60, Oklahoma Statutes Annotated, Sections 501-530, inclusive.

(2) Definitions: The language, terms and expressions used in this Declaration shall be defined in accordance with the definitions thereof contained in the aforesaid Unit Ownership Estate Act of the State of Oklahoma unless a contrary intention is expressed herein or unless it is plainly evident from the context hereof that a different definition or meaning was intended.

(3) Act Defined: Wherever used in this Declaration, the word "act" shall have reference to and mean the Unit Ownership Estate Act of the State of Oklahoma, above set forth, and any and all amendments thereto or revisions thereof.

(4) Common Name of Project: The property herein submitted to the Act shall bear the name and be known as "Pecan Grove Garden Homes".

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ARTICLE II

DEVELOPMENT PLAN

(1) Plot Plan: A Plot Plan of the above described real property showing the apartment buildings, the units therein and other improvements to be erected thereon by Declarant is attached hereto, marked Exhibit "A", and made a part hereof. Said Plot Plan further reflects the location of each building to be erected on said real property with reference to the boundaries of said land. There is also shown thereon easements for utility services to serve said land and the improvements to be constructed thereon.

Provided as a courtesy by Southern Abstract Company

(2) Completion of Improvements: It is the intent of the Declarant to complete development of the above described real property and to complete all improvements shown on the attached Exhibit "A" within a period of one (1) year from the date of this Declaration. However, the Declarant shall not be responsible or liable in law or in equity to any purchaser or encumbrancer of any unit or unit ownership estate covered hereby for failure to complete said development and improvements within such period where said failure is due to strikes, war, insurrection, unavilability of materials or labor or financing, Acts of God or any other cause beyond the Declarant's control.

ARTICLE III

UNIT DESIGNATION

The unit designation of each unit covered hereby, its location, approximate area, number of rooms and immediate common area to which it has access is as shown on Exhibit "A" attached hereto.

ARTICLE IV

RESERVATIONS OF DECLARANT

Notwithstanding any other provisions herein contained or contained in the By-Laws, for so long as the Declarant continues to own any of the units, the following provisions shall be deemed to be in full force and effect, none of which shall be construed so as to relieve Declarant from any obligations of a unit owner to pay assessments as to each unit when completed by it ready for sale and occupancy:

(1) The Declarant reserves the unrestricted right to sell, assign, mortgage or lease any units which it continues to own after the recording or filing of this Declaration and to post signs on the property advertising said units for sale, lease or rent.

(2) Declarant reserves the right to change the interior design and arrangements of all units and to alter the boundaries between units and to change the size or price thereof so long as Declarant owns the units so altered. No such change shall increase the number of units, the percentage ownership in the common elements as set forth in Article VI hereof, or alter the boundaries of the common elements outside of any apartment building without amendment of this Declaration by approval of all unit owners and all owners of mortgages of unit ownership estates covered hereby.

(3) Until Declarant has completed and sold all of the unit ownership estates covered hereby, neither the use of the property nor any unit owner, unit owners, Board of Administrators or officers of the Association shall interfere with the completion of the contemplated improvements and the sale of the unit ownership estates. Declarant may make such use of the unsold units and common elements as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of the property and the display of signs.

(4) Declarant shall not be obligated to pay any portion of the common expenses otherwise assessable hereunder to a particular unit owned by it until construction of such unit is completed and the same is ready for sale and occupancy as set forth in the attached By-Laws.

ARTICLE V

CREATION OF UNIT OWNERSHIP ESTATES

The real property, apartment building, and all other improvements and structures on said real property and all easements, rights and appurtenances belonging thereto are hereby divided into ten (10) fee simple estates consisting of ten (10) separately designated units, together with an undivided percentage interest as set forth below in all common elements. Each unit is identified on the attached Exhibit "A" by number designation, dimensions, area and location on the said Exhibit "A" as shown by the attached site plan. The percentage of interest ownership appurtenant to each unit is particularly described on the attached Exhibit "B", which is made a part hereof.

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ARTICLE VI

DESCRIPTION OF GENERAL COMMON ELEMENTS AND PROPORTIONATE INTEREST THEREIN

(1) Description of Common Elements: The "common elements" as that term is used in this Declaration shall mean and include the following:

(a) The tangible personal property required for the maintenance and operation of the unit ownership estates covered hereby.

(b) The sidewalks, driveways, non-designated parking spaces (guest parking), lawns, shrubbery, gardens and fences, and yard tools.

(c) The installations consisting of all equipment and materials making up the central services, such as power, light, water, sewer, wires, cables, and in general, all apparatus, equipment, materials and installations existing for common use.

(d) Easements for access, maintenance, repair, reconstruction, or replacement of the foregoing structural members, equipment, installations and appurtenances, and for all other services necessary or convenient to the existence, maintenance, safety and use of the property.

(e) All portions of the property described in the Act as common elements unless otherwise indicated by the terms of this Declaration.

(2) Proportionate Interest in Common Elements: The common element as described above shall be held and owned as tenants in common by the unit owners in the proportions set opposite their respective unit designations below. The proportionate interest which each unit owner shall hold and own in the common elements is set forth and shown on Exhibit "B" hereto attached. Each undivided interest in the common elements shall be deemed appurtenant to the unit designation set opposite such undivided interest in the table on Exhibit "B". The term "unit owner" as used in this Declaration means any individual or group of individuals, corporation, partnership, association, trust or other legal entity, or any combination or combinations thereof, owning a single unit in any of the buildings described in this Declaration.

ARTICLE VII

AUTHORIZED PERSON TO RECEIVE SERVICE OF PROCESS

The following named person is hereby designated and authorized as the person to receive service of process in all cases required or authorized by the Act and particularly all service of process in any action at law or in equity relating to the common elements or relating to more than one (1) unit included in this Declaration:

George Schumacher
P. O. Box 250
Dewey, Oklahoma 74029

ARTICLE VIII

AMENDMENT TO DECLARATION

Except as otherwise specifically herein provided, this Declaration shall not be amended, modified or changed in whole or in part unless the unit owners representing an aggregate ownership interest in the common elements of eighty per cent (80%) or more and all holders of recorded mortgages covering any unit ownership estates herein, unanimously consent and agree in writing to such amendment, modification or change; PROVIDED, HOWEVER, that the percentage of the undivided interest of each unit owner in the common elements as expressed in this Declaration shall have a permanent character and shall not be altered without the written consent of all of the unit owners and all holders of any recorded mortgages covering any or all unit ownership estates, and

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further provided that no such amendment shall be made which would abrogate or impair the reserved rights of the Declarant herein or as set forth in the attached By-Laws. Each such amendment, modification or change, after being reduced to writing and executed, shall be duly recorded. The effective date of any such amendment, modification or change shall be expressed in the instrument effecting such amendment, modification or change.

ARTICLE IX

ADMINISTRATION OF PROPERTY

(1) By-Laws: The administration of all of the property herein submitted to the Act shall be governed by the By-Laws of "Pecan Grove Garden Homes". A true copy of said By-Laws are attached hereto, marked Exhibit "C", and made a part hereof. Said By-Laws shall constitute the By-Laws of the "Association of Unit Owners", which phrase shall be deemed synonymous with the phrase "Council of Unit Owners" as defined in Section 503 (m) of the Act. The word "Association" as used herein and as used in the attached By-Laws is synonymous with the word "Council" as defined and used in the Act.

(2) Membership in Association: All unit owners of units in Pecan Grove Garden Homes shall constitute the Association of Unit Owners, an unincorporated association. Any person upon becoming the owner of a unit ownership estate in Pecan Grove Garden Homes shall automatically become a member of the Association and shall remain a member for the period of his unit ownership and be subject to the attached By-Laws. Membership in this Association may not be assigned, transferred, sold, pledged, mortgaged or otherwise conveyed or encumbered nor shall ownership thereof devolve in any manner to any other person independently or separately from the unit ownership estate to which such membership appertains.

Membership in this Association or Council shall terminate without any formal action whenever an owner ceases for any reason to own an interest in a unit ownership estate. However, such termination shall not relieve or release any such former owner from any liability or obligation incurred during his period of ownership of an interest in a unit ownership estate. The Association, until permitted as a non-profit corporation by the laws of the State of Oklahoma and until appropriate action is taken by the unit owners as provided in the attached By-Laws, shall remain unincorporated, issue no shares and have no capital stock. However, the governing body of the Association may, if it so elects, issue membership cards to each owner of an interest in a unit ownership estate designated herein. Any membership card so issued shall be surrendered to the Secretary of the Association and/or cancelled by him whenever such member's ownership of an interest in the unit ownership estate designated thereon shall terminate.

There shall be no membership dues or initiation fees as such charged to or collected from any member by the Association. However, this provision shall not be construed or interpreted as limiting, modifying or in any manner affecting assessments for common expenses as provided in the attached By-Laws, this Declaration or the Act.

Membership in this Association of Unit Owners may not be revoked, terminated, cancelled or suspended for any cause except as provided in the Act or this Declaration or as may be provided in the attached By-Laws.

(3) Administrative Control of Property: The property herein submitted to the Act shall be administered, managed and under the control of a Board of Administrators. Said Board of Administrators shall also be the governing body of the Association of Unit Owners. Until ten (10) unit ownership estates have been sold and title thereto transferred by the Declarant herein or until the first day of January, 1982, whichever occurs first, and thereafter until their successors shall have been elected by the unit owners, as provided in the attached By-Laws, the Board of Administrators shall consist of such of the officers and members of the Board of Directors, not exceeding three (3) in number, of the Declarant herein as shall be designated by it. Said officers or directors of Declarant need not be unit owners or occupants of units of Pecan Grove Garden Homes. Thereafter, the number, selection, qualification and tenure of said Board of Administrators shall be as set forth in the attached By-Laws. During their tenure, the Board of Administrators designated by the Declarant shall have and exercise all of the powers and perform all of the duties of the Board of Administrators as set forth in the attached By-Laws.

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ARTICLE X

EASEMENTS

Each deed to a unit ownership estate from the Declarant shall include and shall be subject to the following easements:

(1) Each unit owner shall have an easement in common with the owners of all other units to use all pipes, ducts, cables, wires, conduits, public utility lines or other common elements located in any of the other units and serving his unit. Each unit shall be subject to an easement in favor of the owners of all other units ot use the pipes, ducts, cables, wires, conduits, public utility lines and other common elements serving such other units and located in such unit. The Board of Administrators shall have a right of access to each unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the common elements contained therein or elsewhere in the building in which such unit is situated.

(2) If any portion of the common elements encroaches upon any unit or units, or if any unit or units encroach upon any other unit or units or upon any portion of the common elements, as a result of the construction of the building in which such unit or units are situated, or if any such encroachment shall occur as the result of shifting or settling of the building in which any unit or units are situated, a valid easement for each such encroachment and for the maintenance of the same shall exist so long as the building containing the unit or units so encroaching shall exist. In the event any building on the property or any unit within a building on the property or any common element shall be partially or totally destroyed as a result of fire or other casualty or is taken or damaged as a result of condemnation or eminent domain proceedings, and then the same is rebuilt, encroachment of parts of the same upon any unit or units or upon any of the common elements due to such rebuilding shall be permitted and valid easements for such encroachments and the maintenance thereof shall exist so long as the unit or units or common elements so encroaching shall stand.

Each owner of a unit ownership estate in Pecan Grove Garden Homes, by acceptance of a deed thereto, does hereby specifically consent to each of the foregoing easements and the maintenance thereof.

ARTICLE XI

POWER OF ATTORNEY

Each unit owner shall grant to the persons who shall from time to time constitute the Board of Administrators, an irrevocable power of attorney, coupled with an interest, to acquire title to or lease any unit whose owner desires to surrender, sell or lease the same or which may be the subject of a foreclosure or other judicial sale, in the name of the Board of Administrators or its designee, corporate or otherwise, on behalf of all unit owners, and to convey, sell, lease, mortgage, vote the votes appurtenant thereto or otherwise deal with any such unit so acquired or to sublease any unit so leased by the Board of Administrators. However, the exercise of such power of attorney is subject to the consent of the unit owners as set forth in the attached By-Laws. Title to any unit purchased pursuant to this power of attorney shall be held by the Board of Administrators or its designee, corporate or otherwise, on behalf of all unit owners in proportion to their respective interest in the common elements.

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ARTICLE XII

RESTRICTIVE COVENANTS

Without limiting or impairing in any manner any restrictions or covenants elsewhere in this Declaration or in the By-Laws or contained in the Act itself, the use of the property shall be restricted as follows:

(1) Each unit shall be occupied and used by the owner only as and for a single, one-family residential dwelling, and at no time shall such unit or any portion thereof be used for business, professional, office, industrial or commercial purposes.

(2) Except as reserved to the Declarant herein, no unit may be divided or subdivided into a smaller unit or units.

(3) No noxious or offensive activity or trade shall be carried on in any unit or upon or about the common elements or the vicinity thereof nor shall anything be done thereon or thereabouts by any unit owner, his social or business guests, invitees, tenants, employees, agents, servants or any person residing with him, which may be or become an annoyance or nuisance to any other unit owner.

(4) No unit owner shall do or cause to be done any work upon or about his unit that will impair or jeopardize the structural soundness or safety of the property or that will impair any easement or hereditament.

(5) No common elements shall be utilized for any purpose other than the basic, primary and customary purpose for which the same was installed, designed and constructed. Any question as to the purpose and use to be made of any common element shall be determined by the Board of Administrators.

(6) No portion of a unit (other than the entire unit) may be rented or leased and no transient tenants may be accommodated therein.

(7) Each unit owner covenants and agrees to keep his unit in an orderly and sanitary condition and not to use nor permit the use of his unit or any portion thereof for any purpose or in any manner that will increase the insurance rate or risk thereon or upon the other units or upon the common elements. Each person, upon becoming a unit owner, further agrees to observe and promptly comply with all laws, ordinances and regulations affecting the use of his unit or the common elements and the cleanliness, safety, occupation and ownership of the same. No unit owner will commit nor suffer a person under his control or person on the property at his invitation to commit any waste or damage to the common elements or other units.

(8) Each unit owner agrees to save the Board of Administrators, the Association, its officers, and all other unit owners harmless from and to promptly discharge any impositions or other charges levied or made by any governmental authority by reason of such unit owner's violation of any law, ordinance or regulation of any governmental authority.

(9) Reasonable rules and regulations concerning the use of the property may be made and amended from time to time by the Board of Administrators. Copies of such rules and regulations and amendments thereto shall be furnished by the Board to all unit owners, and, upon request, to lessees or mortgagees of any units.

(10) No unit owner or occupant of any unit shall at any time unreasonably obstruct the corridors, passageways, entrances or exits to and from the property, including streets and parking area points of ingress and egress, or to and from any unit or common element.

(11) Except as herein reserved to the Declarant, no unit owner or occupant of any unit shall post any advertisements, signs, notices, bulletins or posters of any kind in, on or about the property unless and only to the extent authorized in writing by the Board of Administrators.

(12) Owner desires that communication service and the supply of electricity throughout said project be provided, to the fullest extent deemed practicable, through facilities located underground rather than overhead, and for the purpose of facilitating such installation, Declarant agrees to include the following provisions in the Declaration creating said unit ownership estate, to-wit:

(a) The supplier of electric service and communication facilities, through its proper agents and employees shall at all times have right of access to all such easement-ways shown on said plat, or provided for in this Declaration for the purpose of installing, maintaining, removing or replacing any portion of said underground communication and electric facilities so installed by them.

(b) The owner of each unit shall be responsible for the protection of the underground electric and communication facilities located on his

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property and shall prevent the alteration of grade or any construction activity which may interfere with said electric or communication facilities; that the owners of all units collectively shall be responsible for the protection of underground electric and communication facilities located on or under the common elements of Pecan Grove Garden Homes in the same way that each owner is individually responsible for the facilities on his individual property. The company shall be responsible for ordinary maintenance of underground electric and communication facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.

(c) The foregoing covenants concerning underground electric and communication facilities shall be enforceable by the supplier thereof, and the owner of each unit and the owners of all units collectively agree to be bound hereby.

The foregoing restrictions shall not operate to limit or prohibit the adoption by the Board of Administrators of rules and regulations restricting or regulating the use, occupancy and maintenance of the units and the common elements.

ARTICLE XIII

USE AND APPURTENANT INTEREST IN COMMON ELEMENTS UNSEVERABLE

Each unit and the undivided interest in and to the common elements appurtenant thereto shall be inseparable and may be conveyed, leased or encumbered only with the unit ownership estate of which they form a part.

The common elements shall remain undivided and no unit owner shall bring any action for partition or division thereof.

None of the provisions of this Article shall be construed as a limitation on the right of partition of a unit ownership estate between the owners thereof but such partition shall not affect any other unit ownership estate.

ARTICLE XIV

COMPLIANCE WITH DECLARATION, BY-LAWS AND RULES AND REGULATIONS

All present and future owners, tenants and occupants of unit ownership estates covered hereby shall be subject to and shall comply with the provisions of this Declaration, the By-Laws and the rules and regulations as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of any unit ownership estate shall constitute an irrevocable agreement that the provisions of this Declaration, the By-Laws and the rules and regulations as they may be amended from time to time are accepted and ratified by such owner, tenant or occupant and all such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit ownership estate as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

ARTICLE XV

MISCELLANEOUS

(1) Notices and Communications: All notices and communications required or intended to be served or given under the provisions of this Declaration or the Act upon the owner of a unit ownership estate covered hereby shall be deemed sufficient if reduced to writing and delivered personally or if sent by registered or certified mail, postage prepaid, addressed to each such unit owner at the building address of the building on the property in which the unit of such unit owner is situated. Any unit owner may, by prior written notice to the Board of Administrators or Managing Agent or Manager, if any, change the mailing address of any notices to be given to him. All notices or communication required or intended to be served or given under the provisions

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of this Declaration upon the Board of Administrators shall be sent by registered or certified mail to the Board of Administrators in care of any Manager or Managing Agent employed by them, or if there be no Manager or Managing Agent, to the office of the Board of Administrators or to such other address as the Board may hereafter designate from time to time by notice in writing to all unit owners and to all mortgagees of unit ownership estates. All notices to mortgagees of unit ownership estates shall be sent by registered or certified mail to their respective addresses as designated by them from time to time in writing.

Date of any notice or communication served or given by mail shall be the date when the same is deposited in any post office of the United States Post Office Department. Date of any notice or communication served or delivered personally shall be the date when the same is received by the party to whom addressed.

(2) Severability: The provisions of this Declaration are severable and if any Article, paragraph, sub-paragraph, or clause of any Article, or any sentence, phrase, or word of this Declaration or the application thereof in any circumstances be held to be invalid or unenforceable, such invalidity or unenforceability and determination thereof shall not affect the validity or enforceability of any other portion of this Declaration and the application of any such Article, paragraph, sub-paragraph, or clause thereof, or any paragraph, sentence, clause, phrase or word in this Declaration in any other circumstance, shall not be affected thereby.

(3) Captions: The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration or the intent of any provisions herein contained.

(4) Gender: Whenever used herein, unless the context shall otherwise require, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders.

(5) Waiver: No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by all its members this

BIG CHIEF DEVELOPMENT CO.,
an Oklahoma ficticious partnership

By: George Schumacher

By: Glenn B. Schuber

By: Derry B. Ebert

STATE OF OKLAHOMA)
) ss.
WASHINGTON COUNTY)

Before me, the undersigned, a Notary Public in and for said County and State, on this 5th day of October, 1981, personally appeared GEORGE SCHUMACHER, DERRY B. EBERT and GLENN B. SCHUBER, 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 official seal the day and year last above written.

(SEAL)

Stella Lewis
Notary Public

My commission expires 10-28-84.

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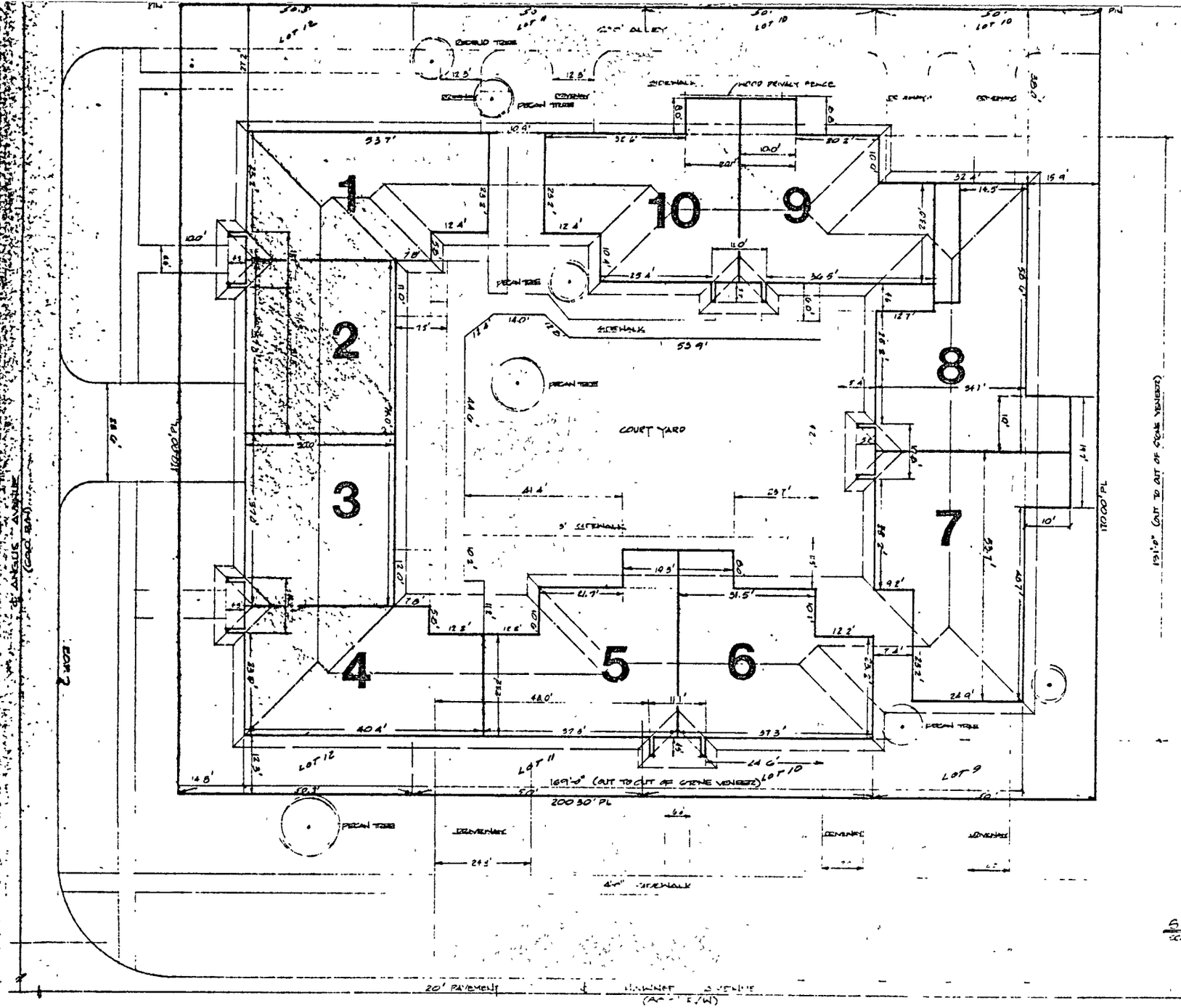

EXHIBIT "A" Sheet 1

I, Darry B. Egatt, an architect licensed to practice my profession within the State of Oklahoma, do hereby certify this Exhibit "A", sheets 1 and 2, is an accurate plan of "PECAN GROVE GARDEN HOMES" Graphically shown insofar as possible.

Darry B. Ebert Date: 10-26-81

Darry B. Ebert

Surveyor's Certificate

I, Jack O. Greenawalt, or William D. Armstrong, or Richard M. Quitter, a registered land surveyor with GREENAWALT-ARMSTRONG, INC., Consulting Engineers of Bartlesville, Oklahoma do hereby certify (1) that the above plat is an accurate representation of a survey done under my direction, and is correct to the best of my knowledge and belief, and shows the size and location of the property, its exterior boundaries, the location of all visible structures and dimensions of all principal buildings thereon, boundary fences, apparent easements, roadways and visible encroachments, if any, (2) that an independent search of the abstract or recorded documents to determine easements or restrictions, other than those shown on the recorded plat, was not made (3) that locations of fence lines, roads, or buildings shown hereon, are shown as information only, and that the property lines shown hereon are those recited in the above legal description. This survey is made for the use of the present owners of the property, and also those who purchase, mortgage, or guarantee the title thereto within one (1) year from the date below

Signed and sealed this 27 day of OCTOBER, 1981

Jack O. Greenawalt RLS #[illegible]
William D. Armstrong RLS #[illegible]
Richard M. Quitter RLS #958

(SEAL)

*NOTE: THESE PLANS AND THE DIMENSIONS SHOWN HEREON ARE COMPILED FROM PLANS AND DATA FURNISHED BY EBERT-CRAMER ARCHITECTS, DATED 10/25/81 SUPPLEMENTED BY SUCH FIELD SURVEYS AS DEEMED NECESSARY OF THE STRUCTURE THEREFORE THE RESULTANT SAID DIMENSIONS SHOWN HEREON MAY VARY SLIGHTLY (WITHIN 0.2 OF A FOOT) WITH RESPECT TO THE ACTUAL DIMENSIONS

LEGAL DESCRIPTION OF AREA

Lots numbered Nine (9), Ten (10), Eleven (11) and Twelve (12), in Block numbered Five (5), of Liberty Addition to the City of Dewey, Oklahoma, according to the recorded plat thereof.

SITE PLAN
SCALE 1"=10'

NORTH

Ebert · Cramer a.i.a. Architects, Inc.
P.O. BOX 3097 BARTLESVILLE
918-333 5100 OKLAHOMA

DRAWN PHINNEY
CHECKED DEB
ISSUED
JOB NO
DRAWER

PECAN GROVE CONDOMINIUMS
DEWEY, OKLAHOMA

SHEET 1

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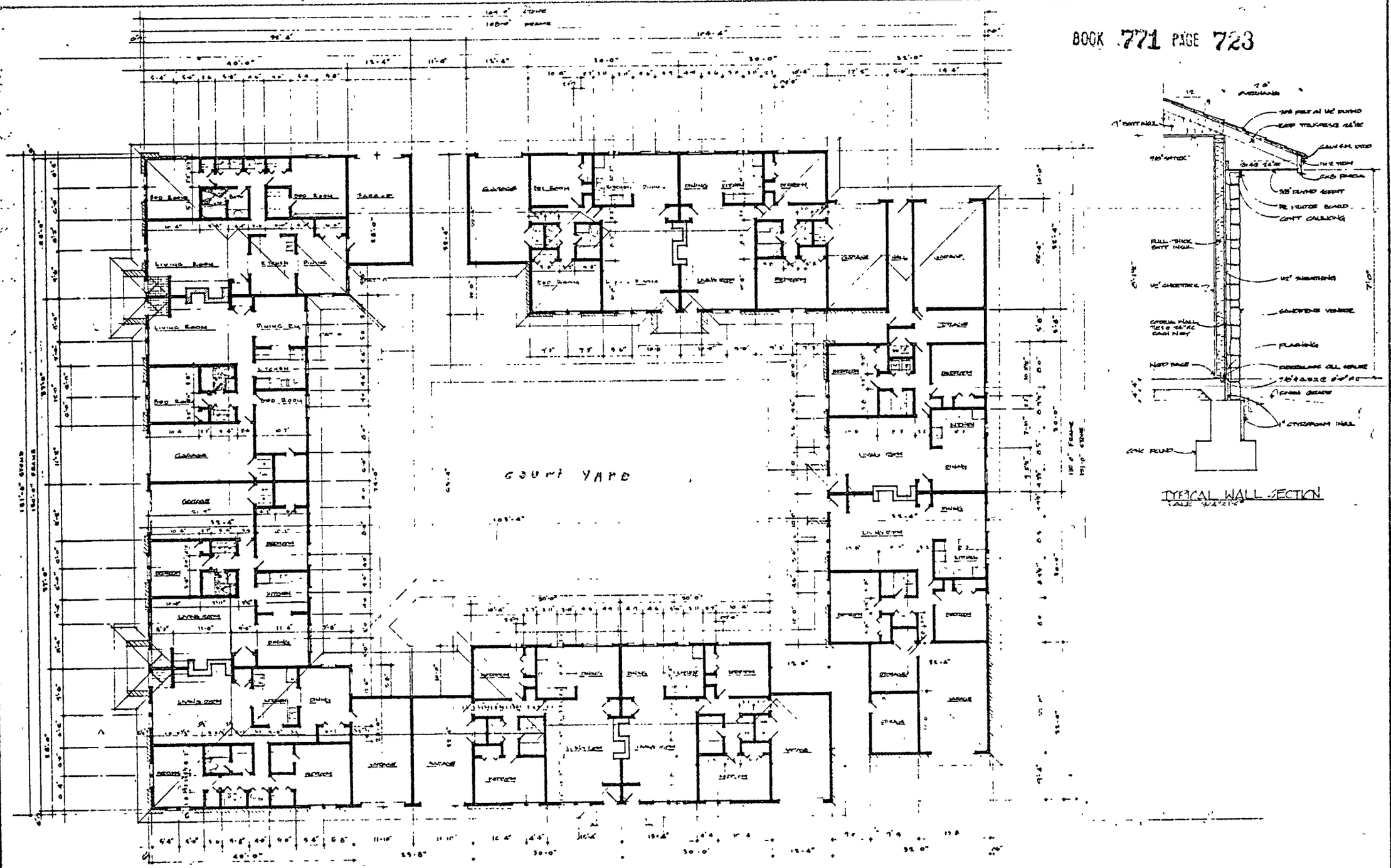

TYPICAL WALL SECTION

Ebert · Cramer a.i.a. Architects, Inc.

PECAN GROVE CONDOMINIUMS
LEWISVILLE, OKLAHOMA

SHEET 2

FILED

Dec 31 12 16 PH '81

STATE OF OKLAHOMA
WASHINGTON CO. CL.
BEN ELLSWORTH
BY DEPUTY

EXHIBIT "C"

BY-LAWS

OF

PECAN GROVE GARDEN HOMES

ARTICLE I

IDENTIFICATION

These are the By-Laws of the unit ownership estates collectively known as "Pecan Grove Garden Homes" created by virtue of the submission by Declaration of the following described property to the Unit Ownership Estate Act of the State of Oklahoma (Title 60, Oklahoma Statutes Annotated, Sections 501-30, inclusive):

> Lots numbered Nine (9), Ten (10), Eleven (11) and Twelve (12), in Block numbered Five (5), of Liberty Addition to the City of Dewey, Oklahoma, According to the recorded Plat thereof;

which Declaration has been recorded in the Office of the County Clerk of Washington County, Oklahoma, simultaneous with the recording of these By-Laws.

The administration of all of the above property and its use and occupancy shall be governed by these By-Laws which are the By-Laws required by the provisions of the aforesaid Act and which are referred to therein.

91438

All present and future owners, mortgagees, lessees and occupants of unit ownership estates in Pecan Grove Garden Homes and their employees and any other person who may use the facilities of the property in any manner are subject to these By-Laws, the Declaration and any rules and regulations promulgated pursuant to these By-Laws. The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a unit shall constitute an agreement that these By-Laws, the rules and regulations and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified and will be complied with.

ARTICLE II

DEFINITIONS

The language, terms and expressions used in these By-Laws shall be defined in accordance with the definitions thereof contained in the Unit Ownership Estate Act of the State of Oklahoma unless a contrary intention is expressed herein or unless it is plainly evident from the context hereof that a different definition or meaning was intended. Wherever used in these By-Laws, the word "Act" shall have reference to and mean the aforesaid Unit Ownership Estate Act and any and all amendments thereto or revisions thereof. Wherever used in these By-Laws, the word "Declaration" shall have reference to and mean the Declaration of Unit Ownership Estate for Pecan Grove Garden Homes and any future amendments thereto as recorded in the Office of the County Clerk of Washington County, Oklahoma.

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ARTICLE III

FORM OF ADMINISTRATION OF PROPERTY

(1) The administration and management of all of the property above described and submitted to the provisions of the Act by the Declaration shall be by the Association of Unit Owners acting by and through the Board of Administrators. All of the

unit owners constitute the Association of Unit Owners herein referred to as "Association" which is and shall be synonymous with the term "Council of Unit Owners" as defined in Section 503 (m) of the Act and as used in the Act.

(2) These By-Laws have been prepared and executed pursuant to the requirements for By-laws and references thereto contained in the Act. By acceptance of title to an interest in any unit designated in the Declaration, all unit owners, for themselves, their heirs, executors, administrators, trustees, legal and personal representatives, grantees, successors, assigns, lessees, and tenants, specifically agree that these By-Laws and any subsequent amendments hereto shall for all purposes be construed as the By-Laws required by and referred to in the Act.

ARTICLE IV

BOARD OF ADMINISTRATORS

(1) Number, tenure and qualifications. The management and control of the affairs of the Association and the management and control of the property shall be governed by and be in charge of a Board of Administrators composed of three (3) individual unit owners. Until ten (10) unit ownership estates have been sold and title thereto transferred by the Declarant, or until the first day of January, 1982, whichever occurs first, and thereafter until their successors shall have been elected by the unit owners, the Board of Administrators shallconsist of such of the members of the Declarant, not exceeding three (3) in number, as shall be designated by the Declarant. Said partners of Declarant need not be unit owners or occupy units. Thereafter, the selection, qualification and tenure of said Board of Administrators shall be as hereinafter set forth in these By-Laws. The partners designated by the Declarant as the Board of Administrators shall have and exercise all of the powers, and perform all of the duties of the Board of Administrators hereinafter set forth during the aforesaid period that said Board is comprised of such partners.

Within ten (10) days following the delivery of deed by the Declarant to ten (10) unit ownership estates covered hereby or within ten (10) days after January 1, 1982, whichever occurs first, the Declarant shall notify all unit owners thereof and the first annual meeting of the unit owners shall be held within thirty (30) days thereafter on a call issued by the President. At such meeting, the members of the Board of Administrators designated by the Declarant shall resign and the three (3) persons thereupon elected to said Board shall assume the duties, powers and responsibilities of the Board of Administrators of the property.

Each Administrator elected at the aforesaid meeting of the unit owners and each Administrator thereafter elected must be a unit owner, must possess the capacity to contract and must in fact occupy a unit in Pecan Grove Garden Homes. At the aforesaid meeting, the three (3) individual owners will be elected as the Association's Board of Administrators. The term of one (1) such Administrator shall be fixed for three (3) years; the term of another for two (2) years, and the term of the third Administrator for one (1) year. At the expiration of the initial term of office of each of said Administrators, their respective successors shall be elected to serve for a term of three (3) years. Each Administrator shall hold office until his successor has been elected, qualified and takes office.

(2) Powers and Duties of Board of Administrators. The Board of Administrators shall have and exercise the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the property and may do all such lawful acts and things as are authorized by the Act, by any other statutes of the State of Oklahoma, by the Declaration or by these By-Laws not directed or required thereby to be exercised or done by the unit owners. As an incident of the general powers and duties vested in the Board of Administrators by the Act, the Declaration and these By-Laws, but without limiting such general powers, the Board of Administrators shall be empowered with the following authority and shall have the following duties:

(a) To administer and enforce the covenants, conditions, restrictions, uses, limitations, obligations and all other provisions set forth in the Declaration and in these By-Laws.

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(b) To establish, make and enforce compliance with such reasonable rules and regulations as may be necessary for the operation, use and occupancy of the property with the right to amend such rules and regulations from time to time. A copy of all rules and regulations shall be delivered or mailed to each unit owner promptly upon the adoption thereof.

(c) To maintain, operate and keep in good state of repair all of the common elements.

(d) To establish, determine, levy and collect assessments for common expenses as such common expenses are defined in the Act, the Declaration and these By-Laws; to levy and collect special assessments whenever in the opinion of the Board it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies. The Board, by a majority vote thereof, may adjust, decrease or increase the amount of periodic assessments for common expenses. All assessments for common expenses shall be in itemized statement form and shall set forth the detail of the various expenses for which the assessments are being made. The assessments shall be estimated by the Board in the manner hereinafter set forth.

(e) To file statements of lien for unpaid common expenses, to foreclose the same and in general, to collect delinquent assessments for unpaid expenses by suit or otherwise, as provided in the Act and in these By-Laws; to enjoin or seek damages from a unit owner for violation of any restrictive covenants contained in the Declaration, these By-Laws or the rules and regulations in any manner authorized by law; to institute suits at law or in equity for and on behalf of the unit owners or for one or more unit owners in the protections of a common right; to protect and defend all of the property submitted to the provisions of the Act by the Declaration from loss and damage by any means including the institution of suits at law or in equity.

(f) To enter into contracts within the scope of the powers and duties of the Administrators as set forth in these By-Laws or as expressed or implied in the Act, or as may be contained in the Declaration.

(g) To employ such personnel as in the sole discretion of the Board of Administrators is necessary for the maintenance, upkeep, surveillance and protection of the buildings and the common elements and services; to establish the salary or rate of pay for all such employees and to discharge or suspend any such employee for any cause which in the sole judgment of the Board of Administrators justifies such action.

(h) To establish a bank account or bank accounts for the common treasury and for all separate funds which are required or may be deemed advisable by the Board of Administrators or which may be authorized by the Declaration.

(i) To keep and maintain full and accurate books of account and records reflecting all receipts, expenses and disbursements and to permit examination thereof at any reasonable time by any unit owner and to cause a complete certified audit of the books and accounts of the Board by a competent certified public accountant at least once each year which audit shall be a common expense.

(j) To purchase or lease or otherwise acquire in the name of the Board of Administrators or its designee, corporate or otherwise, on behalf of all unit owners, unit ownership estates offered for sale or lease or surrender by other owners to the Board of Administrators.

(k) To purchase unit ownership estates at foreclosure or other judicial sales in the name of the Board of Administrators or its designee, corporate or otherwise, on behalf of all unit owners.

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(l) To sell, lease, mortgage, vote the votes appurtenant to (other than for the election of members of the Board of Administrators), or otherwise deal in unit ownership estates acquired by, and sub-leasing unit ownership estates leased by the Board of Administrators or its designee, corporate or otherwise, on behalf of all unit owners.

(m) To organize corporations to act as designee of the Board of Administrators in acquiring title to or leasing of unit ownership estates on behalf of all unit owners.

(n) To lease or purchase any equipment or personal property necessary for the operation of the common elements in the opinion of such board.

(o) To obtain insurance on the common elements pursuant to the provisions of Article IX hereof.

(p) To make repairs, additions and improvements to or alterations of the property and repairs to and restoration of the property in accordance with the other provisions of these By-Laws after damage or destruction by fire or other casualty, or as the result of eminent domain proceedings.

(q) To accept and exercise all powers of attorney or appointments of attorney in fact directed and authorized to be made by the Declaration.

(r) In general, to carry on the administration of the Association and the property and to do all things necessary and reasonable in order to carry out the basic administrative functions of this Association of unit owners and to do all acts and perform all functions reasonably implied in the unit ownership estate form of property ownership.

(3) Managing Agent and Manager. The Board of Administrators may employ on behalf of the unit owners a Managing Agent and/or a Manager of the property at a compensation established by the Board of Administrators, to perform such duties and services as the Board of Administrators shall authorize including but not limited to the duties listed in sub-sections (a), (b), (c), (d), (e), (f), (g), (i), (n), (o), and (p) of Section (2) of this Article. The Board of Administrators may delegate to the Managing Agent or Manager all of the powers granted to the Board of Administrators by these By-Laws other than the powers set forth in sub-sections (h), (j), (k), (l), (m) (q) of Section (2) of this Article.

(4) Manner of Removal of Board of Administrators. At any regular or special meeting of unit owners, any one or more of the members of the Board of Administrators may be removed with or without cause by a majority of the unit owners and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any Administrator whose removal has been proposed by a unit owner shall be given an opportunity to be heard at the meeting called for his ouster.

(5) Vacancies. Any vacancy occurring in the Board of Administrators caused by any reason other than the removal of a member thereof by a vote of the unit owners, shall be filled by the affirmative vote of a majority of the remaining Administrators though less than a quorum unless otherwise provided by law. An Administrator elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. The election fo any Administrator occasioned by reason of an increase in the authorized number of Administrators shall be filled by election at an annual meeting or a special meeting of the unit owners called for that purpose.

(6) Organization Meeting. Immediately following the first annual meeting of the unit owners set forth in Section (l) of this Article, the first meeting of the Board of Administrators elected at such meeting shall be held. No notice shall be necessary for said organizational meeting of the Board. Said organizational meeting of the Board shall be held at the same place as said meeting of unit owners.

(7) Annual and Regular Meetings. The annual meeting of the Board of Administrators shall be held without other notice than this By-Law immediately after and at the

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same place as the annual meeting of the unit owners. The Board of Administrators may provide by resolution the time and place for the holding of such regular meetings as the business of the Association requires.

(8) Special Meetings. Special meetings of the Board of Administrators may be called by the President or Secretary of the Association or by or at the request of any two (2) Administrators.

(9) Notice of Meetings. Notice of regular meetings (except annual) and any special meeting of the Board shall be given at least three (3) days previous thereto by written notice delivered personally or mailed or sent by telegraph to each Administrator at his unit address. Such notice must set forth the time and place of such meeting and if a special meeting, must also set forth the purpose thereof. All notices shall be given by the Secretary of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States Post Office, addressed as above set forth, with postage thereon prepaid. If sent by telegraph, such notice shall be deemed to be delivered when deposited with any federally licensed telegraph office.

Any administrator may waive notice of any meeting. The attendance of an Administrator at a meeting shall constitute a waiver of notice of such meeting except where an Administrator attends a meeting for the express purpose of objecting to the transaction of any business thereat because the meeting is not lawfully called or convened.

(10) Quorum. At all meetings of the Board of Administrators, a majority of the Administrators shall constitute a quorum for the transaction of business and the acts of the majority of the Administrators at a meeting at which a quorum is present shall be the acts of the Board of Administrators. If, at any meeting of the Board of Administrators, 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.

(11) Informal Action by Administrators. Unless otherwise provided by law or by the Declaration, any action required to be taken at a meeting of the Board of Administrators or any other action which may be taken at a meeting of the Board of Administrators, may be taken without a meeting if a consent in writing, setting forth the action so taken shall be signed by all of the Administrators.

(12) Compensation. The Administrators as such shall not be paid any compensation for their services rendered to the Association. However, they may be paid any expenses advanced or incurred by them for and on behalf of the Association. This provision shall not be construed, however, to preclude any Administrator from serving the Association in any other capacity and receiving compensation therefor. No Administrator may be employed by the Board as a Managing Agent for the Association unless simultaneous with his employment as such Managing Agent, he resigns his position as Administrator.

(13) Fidelity Bonds. The Board of Administrators shall require that all officers, agents and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds in such company and in such amounts as is satisfactory to the Board of Administrators. The premiums on such bonds shall constitute a common expense.

(14) Liability. The members of the Board of Administrators shall not be liable to the unit owners or any of them for any mistake of judgment, negligence or otherwise except for their own individual willful misconduct or bad faith. The unit owners shall indemnify and hold harmless each of the members of the Board of Administrators against all contractual liability to others arising out of contracts made by said Board on behalf of the unit owners or Association of Unit Owners unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or these By-Laws. It is intended that the members of the Board of Administrators shall have no personal liability with respect to any contract made by them on behalf of the unit owners or Association of Unit Owners. It is also intended that the liability of any unit owner arising out of any contract made by the Board of Administrators or out of the aforesaid indemnity in favor of the members of the Board

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of Administrators shall be limited to such proportion of the total liability thereunder as his interest in the common elements bears to the interest of all the unit owners in the common elements. Every agreement or contract made by the Board of Administrators on behalf of the unit owners or Association of Unit Owners shall provide that the members of the Board of Administrators are acting only as agents for the unit owners or Association of Unit Owners and shall have no personal liability thereunder (except as unit owners) and that each unit owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the common elements bears to the interest of all unit owners in the common elements.

ARTICLE V

OFFICERS

(1) Designation. The officers of the Association shall be a President, a Vice-President, a Secretary, and a Treasurer, all of whom shall be elected by the Board of Administrators. The Board may but shall not be required to appoint such other officers and assistant officers as may be deemed necessary by the Board. The President and Vice-President must be elected from the membership of the Board.

(2) Election and Term of Office. The officers of the Association shall be elected annually by the Board of Administrators at the first meeting of the Board of Administrators held after each annual meeting of the unit owners. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as may be convenient. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided, whichever occurs first.

(3) Removal of Officers. Any officer or agent elected or appointed by the Board of Administrators may be removed by affirmative vote of a majority of the Board of Administrators either with or without cause and his successor elected at any regular meeting of the Board of Administrators or at any special meeting of the Board called for such purpose.

(4) Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Administrators for the unexpired portion of the term of such office.

(5) President. The President shall be the principal executive officer of the Association and, subject to the control of the Board of Administrators, shall in general supervise and control all of the business and affairs of the Association. The President shall preside at all meetings of the Association and of the Board of Administrators. He shall have all of the general powers and duties which are usually vested in the office of President of an incorporated 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 necessary or appropriate to assist in the conduct of the affairs of the Association. He may sign with the Secretary or Assistant Secretary, if the latter office exists, any deeds, mortgages, contracts or other instruments which the Board of Administrators has authorized to be executed except in cases where the signing and execution thereof shall be expressly required and/or delegated by the Board of Administrators or required by the Act, Declaration or these By-Laws to be executed by some other officer, agent, or other person, or shall be required by law to be otherwise signed or executed; and, in general, the President shall perform all duties incident to the office of the President and such other duties as may be prescribed by the Board of Administrators from time to time.

(6) Vice-President. The Vice-President shall, in the absence of the President or in the event of his death, inability or refusal to act, perform all duties of the President and when so acting, shall have all the powers and be subject to all the restrictions upon the President, and shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Administrators.

(7) Secretary. The Secretary shall:

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(a) Keep all minutes of all meetings of the unit owners and of the Board of Administrators and shall compile and maintain a Minute Book where all such minutes shall be recorded and wherein all resolutions and actions of the unit owners and of the Board of Administrators shall be recorded.

(b) Prepare all notices and discharge the responsibility of seeing that all notices are duly given in accordance with the provisions of these By-Laws or as required by the Act, these By-Laws, resolutions of the Association, resolutions of the Board or as may be required by any other law or statute of the State of Oklahoma.

(c) Compile and maintain in a current condition at the office of the Board a complete registry of unit owners and their last known addresses as shown on the Board's records. Such registry shall also show opposite each unit owner's name the unit designation of the unit owned by him, his interest therein, and the percentage ownership of such owner in the common elements. The registry herein referred to and the information shown in such registry shall be substantiated by a certified copy of the instrument evidencing ownership by any unit owner of an interest in a unit ownership estate included inthe Declaration. The Secretary shall compile the list of unit owners referred to in Section (6) of Article VI of these By-Laws from such registry.

(d) In general, have charge of such books and papers as the Board of Administrators may direct and perform all duties incident of the Office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Administrators.

8. Treasurer. The Treasurer shall:

(a) Have charge and custody of all funds and securities of the Association; receive and give receipts for moneys due and payable to the Board of Administrators from any source whatsoever, and deposit all moneys and other valuable effects in the name of the Board of Administrators and to its credit in such banks, trust companies or other depositories as may from time to time be designated and selected by the Board of Administrators.

(b) Be responsible for and keep and maintain a book with a detailed account in chronological order of the receipts and expenditures affecting the common elements specifying and itemizing the maintenance and repair expenses of the common elements and any other expenses incurred in the administration of the property; maintain an accurate file containing said book of account together with all vouchers accrediting and substantiating the entries made on said book of account, which said book of account and vouchers shall be available for examination by all unit owners at convenient hours on working days that shall be set and announced by the Treasurer to all unit owners for their general knowledge.

(c) Supervise any accountants, bookkeepers or other employed by the Board in connection with the maintenance of accurate accounts, rendition of statements of assessments and any financial statements or financial reports or information, tax reports, and in general, the Treasurer shall be responsible for the furnishing of any financial information required to be furnished by the Act, the Declaration or these By-Laws to any person whomsoever.

(d) Be responsible for the rendition by any employees or agents of the Board of statements of assessments for common expenses made to the unit owners.

(e) Be responsible for collection from the unit owners of all assessments for common expense, whether current or delinquent, and for the filing of any lien statements required or authorized by the Act, Declaration or these By-Laws, and in general be responsible for the initiation through the Board of Administrators of any collection procedures authorized by the Act, the Declaration, these By-Laws or resolution of the Association or Board of Administrators.

(f) Disburse funds in payment of all common expenses incurred by the Board in the administration of the property and discharge any indebtedness of the property.

(g) If required by the Board of Administrators, the Treasurer or any person working under the Treasurer's supervision and direction shall give a bond for the

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faithful discharge of his or their duties in such sums and with such surety or sureties as the Board of Administrators shall determine.

(h) In general, perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Administrators.

(9) Assistant Officers. Assistant Officers may be designated by the Board of Administrators to perform the functions of Secretary or Treasurer in the absence of the Secretary or Treasurer or in the event of their death, inability or refusal to act; in the event of the occurrence of any of the latter acts and when so acting, such assistants shall have all the powers of and be subject to all the restrictions upon the office for which they are assistant.

(10) Contracts, Agreements, Deeds, Checks,etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by any two (2) officers of the Association unless the Board designates a member or members thereof for any such execution or designates some other person or persons.

(11) Compensation. The officers of the Association shall not receive any salary for the performance of their duties as such officers. However, they shall be entitled to reimbursement for any expenses advanced by them or incurred by them in the discharge of their duties as such officers. This provision shall not be construed to preclude any officer from serving the Association in a professional or other capacity and receiving compensation therefor. No officer may be employed by the Board of Administrators as Managing Agent for the property unless simultaneous with his employment as such Managing Agent, he resigns his position as an officer of the Association.

(12) Indemnification of Officers. The unit owners shall indemnify each officer against all loss, costs and expenses including counsel fees, reasonably incurred by such officer in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been an officer of the Association, except as to matters as to which he shall be finally adjudged by final decree, order or judgment of a court of competent jurisdiction in any such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement of any such action, suit or proceeding, indemnification shall be provided only in connection with such matters covered by the settlement agreement as to which the Board of Administrators is advised by its counsel that the officer to be indemnified has not been guilty of gross neglect or willful misconduct in the performance of his duty as such officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such officer may be entitled by law. All liability, loss, costs, expenses and damages incurred or suffered by the unit owners by reason or arising out of or in connection with the indemnification provisions of this Article are hereby declared to be common expenses to be handled as are all other common expenses. Nothing herein contained shall be construed in any manner to obligate the unit owners to indemnify any officer as owner of a unit ownership estate with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of his ownership of a unit ownership estate designation in the Declaration.

ARTICLE VI

MEETINGS OF THE UNIT OWNERS

(1) Annual Meeting. The first annual meeting of the unit owners shall be held as set forth in Section 1 of Article IV above. Thereafter, annual meetings of the unit owners shall be held on the second Tuesday in the month of October in each year, at the hour of 7:00 o'clock P.M. for the purpose of electing a Board of Administrators and for the transaction of such other business as may come before the meeting. If the date fixed for the annual meeting shall be a legal holiday in the State of Oklahoma, such meeting shall be held on the next succeeding business day. If the election of a Board of Administrators shall not be held on the day designated herein for any annual meeting of the unit owners or at any adjournment thereof, the Board of Administrators shall cause the election to be held at a special meeting of the unit owners as soon thereafter as conceniently may be held.

(2) Special Meetings. Special meetings of the unit owners for any purpose or purposes unless otherwise prescribed by the Act may be called by the President of the

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Association or by any member of the Board of Administrators and shall be called by the President upon a petition signed and presented to the Secretary by unit owners entitled to vote at the meeting and owning in the aggregate at least 25% of the undivided interests in the common elements. No business shall be transacted at a special meeting except as stated in the notice of such meeting.

(3) Place of Meetings. The Board of Administrators may designate any place within the United States of America, unless otherwise prescribed by statute, as the place of meeting for any annual or special meeting. If no designation is made by the Board, the place of meeting shall be the principal office of the Association in the County of Washington, State of Oklahoma.

(4) Notice of Meetings. Written or printed notice shall be given by the Secretary of the Association to each unit owner stating the place, day and hour of the meeting and in case of a special meeting, the purpose or purposes for which the meeting is called. Any such notice shall be delivered by the Secretary not less than ten (10) days nor more than twenty (20) days before the date of the meeting, either personally or by mail, to each owner entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited with postage prepaid in the United States Post Office addressed to the unit owner at his unit address, or to such other address as such owner shall have previously designated in writing by notice to the Secretary.

(5) Closing of Unit Owners' Registry. For the purpose of determining unit owners entitled to notice of or to vote at any meeting of unit owners or any adjournment thereof or in order to make a determination of unit owners for any proper purpose, except as otherwise provided, the Board of Administrators may provide that the unit ownership registry shall be closed for a stated period but not to exceed in any case twenty (20) days prior to such meeting. However, in any event, the registry shall be closed for the purpose of determining unit owners entitled to notice of or to vote at a meeting of the unit owners for at least ten (10) days immediately preceding any meeting. When a determination of unit owners entitled to vote at any meeting thereof has been made, as provided in this section, such determination shall apply to any adjournment thereof.

(6) Unit Ownership Registry. Any person becoming an owner of an interest in any unit ownership estate as designated in the Declaration shall, within ten (10) days from the date of acquisition of such interest, furnish to the Secretary of the Association a certified copy of the instrument evidencing such ownership. The Secretary shall maintain a file of all such instruments. From these instruments, the Secretary shall compile and maintain a current and complete registry of the owners of any interest in the unit ownership estates in Pecan Grove Garden Homes, arranged in alphabetical order with the address of and the percentage ownership in the common elements held by each interest owner. Such registry shall be kept on file at the office of the Association and shall be subject to inspection by any unit owner at any time during usual business hours. Such registry or a list compiled therefrom shall also be produced and kept open at the time and place of any meeting and shall be subject to inspection of any unit owner during the whole time of any such meeting. The registry shall be prima facie evidence as to who are the unit owners entitled to examine such registry or to vote at any meeting of the unit owners.

No change in the ownership of any interest in a unit ownership estate in Pecan Grove Garden Homes shall be binding upon this Association or the Board of Administrators until the Secretary of the Association has been furnished a certified copy of the instrument evidencing such change of ownership.

(7) Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of unit owners" as defined in the Act, shall constitute a quorum at any meeting of the unit owners. If less than a majority of unit owners as defined by the Act are represented at a meeting of unit owners, a majority of the unit owners, based upon their percentage of ownership in the common elements so represented, may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

(8) Proxies. At all meetings of unit owners, a unit owner may vote by proxy, executed in writing by such owner. Such proxy shall be filed with the Secretary of the

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Association before or at the time of the meeting, and shall be revocable at any time without notice to the Secretary. A proxy holder need not be a unit owner.

(9) Voting. On all matters submitted to a vote of the unit owners, each unit owner shall have a vote equal to his, her or its proportionate undivided interest in the common elements shall be determined in accordance with the percentage of interest ownership in the common elements attributed to and shown opposite such owner's unit designation in the schedule set forth in Article VII of the Declaration.

Cumulative voting is prohibited.

Where a unit ownership estate is owned in joint tenancy, each joint tenant shall be deemed to own an equal undivided interest in such unit ownership estate with all other joint tenants therein for the purpose of computing his vote unless otherwise provided by law. Where title to a unit ownership estate is held in life tenancy with either vested or contingent remainderment or both vested and contingent remaindermen, all voting rights shall be exercised solely by the life tenant or life tenants and neither the vested or contingent remaindermen shall have any voting rights, unless otherwise provided by the Act or the Declaration.

Unless a larger percentage is otherwise provided by the Act or the Declaration or other provisions of these By-Laws, affirmative votes of unit owners owning more than fifty per cent (50%) of the aggregate interest in the common elements as established by the Declaration shall be necessary to make or adopt any decision by the unit owners.

Voting shall be by roll call unless a unit owner requests that any particular matter be by written ballot and if such a request is made, the written ballot must be utilized reflecting the signature of each unit owner casing a ballot.

(10) Voting by Certain Members. A unit ownership estate held in the name of a corporation may be voted by any officer, agent or proxy of such corporation designated by it.

A unit ownership estate held by an administrator, executor, guardian or conservator shall be voted by him either in person or by proxy without a transfer of such unit ownership estate into his name. A unit ownership estate standing in the name of a trustee may be voted by him either in person or by proxy.

A unit ownership estate standing in the name of a receiver may be voted by such received and a unit ownership estate held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his name if authority so to do be contained in an appropriate order of the Court by which such receiver was appointed.

A unit ownership estate acquired by the Board of Administrators or held by it in a fiduciary capacity may be voted at any meeting by the President and shall be counted in determining the total undivided percentage interest in the common elements except that no such unit ownership estate shall be voted in the election of a member to the Board of Administrators or for removal of an Administrator.

Anyone claiming the right to vote under this paragraph shall present the appropriate evidence of such right to the Secretary prior to or at the time of any meeting.

(11) Informal Action by Unit Owners. Unless otherwise provided by law, any action required or permitted to be taken at a meeting of the unit owners may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all the unit owners entitled to vote with respect to the subject matter thereof.

(12) Persons Authorized to be Present at Meetings. Any or all unit owners or their proxies or owners of any interest therein, including mortgagees, may be present at any meeting of unit owners whether entitled by the provisions hereof to vote or not.

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(13) The Order of Business. The order of business at all meetings of the unit owners shall be as follows:

(a) Roll Call.
(b) Proof of Notice of meeting or waiver of notice.
(c) Reading of minutes of the preceding meeting.
(d) Reports of officers.
(e) Report of Board of Administrators or Managing Agent, if any.
(f) Reports of Committees.
(g) Election of inspectors of election (when so required).
(h) Election of members of the Board of Administrators (when so required).
(i) Unfinished business.
(j) New business.
(k) Adjournment.

ARTICLE VII

CARE, MAINTENANCE, REPAIR AND SURVEILLANCE

(1) Common Elements. The care, maintenance, repair and surveillance of all common elements shall be under the exclusive direction and control of the Board of Administrators. All services provided to or by the common elements or for the benefit of all unit owners shall also be under the exclusive direction and control of the Board of Administrators.

All maintenance, repairs and replacements to the common elements as defined in the Declaration, whether located inside or outside of the units, shall be made by the Board of Administrators and be charged to all the unit owners as a common expense except:

(a) Each unit owner shall be responsible, at his sole cost and expense, for keeping any limited common element appurtenant to his unit clean and in a sanitary condition and free and clear of any snow, ice, accumulation of water or debris.

(b) All maintenance, repairs and replacements to the common elements made by the Board of Administrators and necessitated by the negligence, misuse or neglect of a unit owner, his family, tenants, lessees, agents or business or social invitees and guests shall not be a common expense but shall be charged to and paid by said unit owner. A unit owner shall be obligated to reimburse the Board of Administrators for the cost and expense thereof immediately upon receipt of a statement therefor.

(c) Each unit owner shall be responsible, at his sole cost and expense for the maintenance, repair and replacement of the air-conditioning compressor unit or any component part thereof, serving his particular unit, and all service lines therefrom to his unit.

All incidental damage caused to a unit by maintenance, repair or replacement of any common elements shall be promptly repaired by the Board of Administrators and shall be deemed a common expense.

(2) Units. Exclusive of replacements, reconstruction and repairs necessitated by casualty as hereinafter set forth, all maintenance of and repairs or replacements to any unit, structural or non-structural, ordinary or extraordinary, shall be made by the owner of such unit at his sole expense. The maintenance, repair and replacement obligations of the unit owner shall include without limitation, all repairs, maintenance and replacement of the hot water tank, bathroom fixtures, electrical fixtures, built-in kitchen appliances, air-conditioning and heating units and their component parts (including individual air-conditioning compressor serving said unit and all service lines therefrom as above set forth), all floor coverings, window coverings, door or window glass, and all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility service contained within such owner's unit which do not service any other unit or units.

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Each unit owner must promptly perform, at his sole expense, maintenance, replacement and repair work within his own unit which, if omitted, would affect the value, comfort, safety, or well-being of other units in Pecan Grove Garden Homes or the common elements. All redecoration and other expenditures made on the interior of any unit for the sole enjoyment, convenience or safety of that particular unit owner shall be at his sole expense.

Nothing in this numerical paragraph contained shall be construed to impose upon a unit owner the duty or expense of maintenance, reapir or replacement of any common elements located or installed within his unit and utilized or operated for the benefit of other unit owners.

(3) Right of Entry. A unit owner shall grant the right of entry or access to his unit to the Board of Administrators, Manager and/or the Managing Agent, and/or any other person authorized by the Board of Administrators, the Manager or the Managing Agent, for the purpose of making inspections or for the purpose of correcting any condition originating in his unit and threatening another unit or a common element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other common elements in his unit or elsewhere in the building, or to correct any condition which violates the provisions of any mortgage covering another unit, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the unit owner. However each owner, by acceptance of a deed to his unit, specifically agrees that the aforenamed persons and those persons authorized by them shall have the right of entry to such owner's unit in case of any emergency originating in or threatening his unit or units of others or the common elements, whether the unit owner is present at the time or not. In case of an emergency, such right of entry shall be immediate, whether the unit owner is present at the time or not.

(4) Restriction on Repairs of Common Elements. No unit owner, as such, will attempt to make any repairs to the common elements personally or direct or authorize others to do so. If any unit owner observes any portion of the common elements to be in a state of disrepair, he shall promptly call such to the attention of a member of the Board of Administrators or the Manager or Managing Agent and make no effort himself to remedy the situation. No maintenance or repair tools or equipment owned as a common element may be utilized by a unit owner for his personal needs.

The Board of Administrators may set forth such rules and regulations as deemed by it expedient, necessary or desirable to aid the minimizing of any maintenance, repair or surveillance costs. Such rules and regulations shall be binding upon all unit owners and must be promptly observed by them. Copies of any such rules and regulations promulgated by the Board must be furnished to each unit owner.

Each unit owner shall use the common elements in accordance with the purpose for which they were intended and shall cooperate with the Board of Administrators and any Manager or Managing Agent in maintaining the common elements and minimizing repairs.

(5) Maintenance and Repair Tools and Equipment. Any equipment or tools determined by the Board of Administrators to be necessary for use in the maintenance and repair of the common elements may be purchased by the Board and shall be maintained, stored and repaired by the Board. The selection and purchase of any such equipment or tools or any replacements thereof shall be the sole responsibility of the Board of Administrators and the acquisition cost of the same and expenses of maintenance or repair thereof shall be deemed a common expense.

(6) Maintenance, Upkeep and Repair Personnel

(a) There shall be employed by the Board of Administrators such maintenance employees as said Board shall deem necessary to perform all maintenance, upkeep, repair and surveillance of the common elements. Said employees shall have such duties and responsibilities as are designated from time to time by the Board of Administrators or Manager or Managing Agent. All directions and orders for the performance of services by said employees shall originate from the Board of Administrators or Manager or Managing Agent and no unit owner, as such, shall attempt to exercise any authority, control or direction over any such employees. Requests for services of any maintenance employee must be directed to the Board of Administrators or the Manager or the Managing Agent and any procedures therefor established by the Board strictly adhered to.

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(b) The selection, tenure of employment, salary or other rate of pay, and conditions of employment of any maintenance personnel shall be within the sole discretion, judgment and control of the Board of Administrators or Manager or Managing Agent. The compensation of all such personnel shall be deemed a common expense. The Board shall be limited in the establishment of such compensation only by what similar services are valued in the County of Washington, State of Oklahoma. The Board shall not, however, employ any member thereof or any relative of the Board as maintenance employee. The same restriction shall apply to any Manager or Managing Agent. Such restriction on the employment of relatives, however, may be waived by a majority vote of the unit owners.

(c) No maintenance personnel employed by the Board shall be authorized to obligate the unit owners for any tools, equipment or for any materials or labor necessary in the making of repairs or necessary to maintain or protect the property. However, in the event damage to any of the common elements occurs creating an emergency jeopardizing the safety of the unit owners or their property or the common elements and no member of the Board of Administrators or Managing Agent or manager is immediately available to authorize emergency repairs, such maintenance personnel as are on duty at the particular time may authorize the making of any such emergency repair.

(d) The Board of Administrators may discharge, suspend or otherwise discipline any maintenance employee for any cause which in the sole judgment of the Board, justifies such disciplinary action. No unit owner, as such, may dismiss or otherwise discipline any maintenance employee of the Board.

(e) The Board of Administrators shall be authorized to maintain or cause to be maintained such employment records as may be required by any state or federal law, act or statute or any subdivision of state or federal government and to render such reports as may be required without regard to personnel employed by them.

ARTICLE VIII

ADDITIONS, ALTERATIONS OR IMPROVEMENTS

(1) Approval of Unit Owners. No additions, alterations or improvements to the common elements may be made by the Board of Administrators unless such additions, alterations or improvements have been authorized by at least eighty per cent (80%) of the unit owners computed on the basis set forth in Section 503 (n) of the Act and unless authorized by all mortgagees holding first real estate mortgages on any unit or units within Pecan Grove Garden Homes. The expense of any such additions, alterations or improvements so authorized shall be assessed and payable by all unit owners as a common expense. Such additions, alterations and improvements shall be made by the Board of Administrators. Additions, alterations or improvements shall not be deemed to include ordinary maintenance, repairs and replacements contemplated by the preceding Article.

(2) Additions, Alterations or Improvements by Unit Owners. No unit owners shall make any structural addition, alteration or improvements to any of the common elements.

No unit owner shall make any structural addition, alteration or improvement in or to his unit without the prior written consent thereto of the Board of Administrators. The Board shall have the obligation to answer any written request by a unit owner for approval of a proposed structural addition, alteration or improvement in or to his unit within thirty (30) days after such request and failure to do so within said period shall constitute a consent to the proposed addition, alteration or improvement. Any authorized structural addition, alteration or improvements to the unit of a unit owner shall be at the sole cost and expense of such unit owner. Any application to any department of the County of Washington, State of Oklahoma, or to any other governmental authority for a permit to make an addition, alteration or improvement in or to any unit shall be executed by the Board of Administrators only, without, however, incurring any liability on the part of the Board or any of them to any contractor, subcontractor or materialmen on account of such addition, alteration or improvement or to any person having any claim for injury to person, including death, or damages to property arising therefrom. The Board may make any requirements as a condition prerequisite to the making of any such addition, alteration or improvement which it deems reasonably necessary for the protection of any other unit owner or owners for the protection of the common elements.

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ARTICLE IX

INSURANCE

(1) Except builder's risk insurance and other insurance which may be furnished by the Declarant during construction, the Board of Administrators shall obtain and maintain to the extent available insurance on the common elements, machinery, equipment and all other personal property as may be held and administered by the Board for the benefit of the unit owners. The Board of Administrators shall counsel with a responsible and reputable general insurance broker and/or counselor and shall obtain such insurance necessary to cover the interest of the Association and the Board. The insurance shall be purchased from recognized insurance companies duly licensed to do business in the State of Oklahoma.

(2) (a) With reference to paragraph numbered (1) above, the property shall be covered by casualty to physical damage insurance in an amount equal to the full replacement value of the buildings and common elements as determined annually by the Board of Administrators with the assistance of the insurance company or companies affording such coverage. Such coverage shall afford protection against the following:

1. Loss or damage by fire and other hazards covered by the standard extended coverage endorsement together with coverage for payment of common expenses with respect to damaged units during the period of reconstruction. Public liability insurance in such amounts and in such forms as shall be required by the Board of Administrators including, but not limiting, the same to legal liability, hired automobile, non-owned automobile and off-premises employee coverages. The Board of Administrators shall review the limits and coverage of such public liability insurance at least once each year.

2. Workmen's Compensation to meet the requirements of the law.

3. Such other insurance as the Board of Administrators shall determine from time to time to be desirable.

(3) Each unit owner, at his own expense, shall carry and constantly maintain in force:

(a) Insurance as normally afforded under home ownership type policy for an amount equal to full replacement value of his unit. Public liability insurance shall be carried by each unit owner in such amount as the said unit owner deems necessary, but in any event for not less than $50,000.00.

(b) A certificate evidencing such coverage shall be furnished by the unit owner to the Board of Administrators concurrently with the delivery of a deed and the owner shall furnish certificates evidencing renewal or substituted coverage on or before the expiration or cancellation of any such policies of insurance.

(c) If it is determined by the Board of Administrators that a unit owner is inadequately insured, he shall be so notified in writing and shall increase his insurance without any undue delay, taking into consideration the protection afforded to himself and adjoining unit owners.

(4) Premiums upon insurance policies purchased by the Board of Administrators for the common elements shall be assessed and paid as a common expense. Premiums for an insurance policy purchased by any unit owner individually shall be paid by him as his own separate expense.

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ARTICLE X

RECONSTRUCTION OR REPAIR AFTER FIRE OR OTHER CASUALTY

(1) Damage to or destruction of any building or other improvements on the land by fire or other casualty shall be promptly repaired and reconstructed by the unit owner.

(2) In the event of reconstruction or repair pursuant to the terms hereof, the following provisions shall apply:

(a) Any such reconstruction or repair shall be substantially in accordance with the original plans and specifications.

(b) Immediately after a casualty causing damage to the property, the Board of Administrators shall obtain reliable and detailed estimates of the cost to place the damaged property in as good a condition as before the casualty. Such cost may include professional fees and premiums for such bonds as the Board of Administrators desire.

ARTICLE XI

COMMON EXPENSES

(1) Assessment of Common Expenses. The Board of Administrators is hereby authorized to make, levy and impose, from time to time, assessments against all unit owners in an amount estimated by such Board to be necessary to meet the common expenses. Except as otherwise provided in paragraph (2) of this Article, assessments for common expenses shall be allocated among the unit owners according to their respective percentage interest in the general common elements as set forth in Article VII of the Declaration of Pecan Grove Garden Homes.

Within thirty (30) days prior to the commencement of any calendar year, the Board of Administrators shall prepare a budget of common expenses of the property for that year. The total amount of said budget as determined by the Board of Administrators shall be allocated and assessed among the unit owners according to their respective interests in the general common elements as set forth in the Declaration. If the estimated total common expenses set forth in the budget proves inadequate for any reason, including non-payment of any unit owner's assessment, the Board of Administration may at any time during the calendar year, levy a further assessment which shall be allocated among and assessed to the unit owners according to their percentage interest in the general common elements as set forth in the Declaration.

Within fifteen (15) days following completion of the budget of common expenses for any calendar year and prior to the commencement of such calendar year, a statement of the assessment against each unit owner together with a copy of such budget shall be sent to the unit owner. Such annual assessments shall be paid by the unit owners in equal monthly installments on or before the first day of each month during the calendar year for which such assessments are made. As stated above, the Board of Administrators may review and reconsider the assessments made for common expenses for any calendar year and may increase or decrease the same at any time during such calendar year and the unit owners shall pay any such increase on the first day of the month following notice of the increase. If any assessment for common expenses shall remain due and unpaid for more than fifteen (15) days, the Board of Administrators is empowered to proceed in the collection of the same as set forth in numerical paragraph (7) below.

(2) Assessment of Common Expenses Pending Completion of All Units. Notwithstanding any provisions contained herein or in the Declaration, it is expressly agreed by all unit owners that until all units comprising Pecan Grove Garden Homes are completed, ready for sale and occupancy, common expenses will be assessed and paid by each owner of a completed unit in the proportion that such owner's undivided interest in the general common elements bears to the total undivided interest in the general common elements of all units completed and ready for sale or occupancy, except that the Declarant shall not be obligated to pay more than 30% of common expenses of units under construction, completed, ready for sale or occupancy, which have not been sold and deed transferred to a third party. When all units are completed ready for sale or occupancy, assessment for 70% of common elements will be allocated among the unit owners and paid by them according to their interest inthe general common elements as set forth in Article VII of the Declaration. A unit will be deemed completed and ready for sale or occupancy and subject to assessment for common expenses when construction of the same has been completed in accordance with the plans and specifications therefor and when all utilities servicing the unit are connected and ready for use. A unit will be deemed completed and ready for sale or occupancy notwithstanding any minor items of construction not then completed.

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This provision has been inserted for the benefit of the Declarant to prevent assessment against Declarant for common expenses for units described in the Declaration but that have not even been constructed, ready for sale. The rights herein given to Declarant to defer commencement of participation in common expense assessments are expressly subject to the limitation and restriction that until a particular unit ownership estate becomes subject to assessment for its proportion of common expenses, the interest therein represented as set forth in the Declaration may not be voted or counted in the vote of any matter for decision by the unit owners (except on any vote to remove the property from provisions of the Act as set forth in Section 517), nor shall said unit ownership estate participate in the distribution of any surplus in the common expense fund as set forth in paragraph (4) of this Article, subject, however, to the provisions of Article XVII in the Declaration.

(3) Detailed Statements of Assessments. All statements for assessments of common expenses against the unit owners, including the statement of any annual assessment, shall be itemized and detailed for the benefit of each unit owner.

(4) Surplus. If, in the sole judgment of the Board of Administrators, a surplus exists from assessments made and collected in any calendar year over and above that necessary to meet estimated common expenses, the Board may, in its discretion, distribute to the unit owners all or any portion of such surplus. Distribution of any such surplus so determined by the Board of Administrators shall be made to the unit owners according to their respective interests in the general common elements.

(5) Assessment Roll. The assessments against all unit owners shall be set forth upon a roll of the units which shall be available in the office of the Board of Administrators for inspection at all reasonable times by unit owners or their duly authorized representatives. Such roll shall indicate for each unit the name and address of the owner or owners, the amount of each assessment for common expenses, when such assessment was made and the due date thereof, and the amounts paid upon each assessment and the balance due thereon, if any. In making up the assessment roll, each unit ownership estate is to be treated as such and no division thereof shall be made because such unit ownership estate is owned by more than one person.

A certificate made by the Board of Administrators as to the status of a unit owner's assessment account shall limit the liability of any person for whom such certificate is made, other than the unit owner or owners. The Board of Administrators shall issue to the first mortgagee of any unit, upon its demand, a certificate showing the status of the assessments due from the unit owner or owners of the unit on which such morgage exists and shall also issue such certificates to such persons as a unit owner or owners may request in writing.

(6) Common Expenses Defined. "Common expenses" to be allocated among and paid by the unit owners as herein provided is defined to include the following items of expense:

(a) The expenses of administration, maintenance, repair or replacement of the common elements except as provided below.

(b) Expenses declared common by provisions of the Act.

(c) Expenses declared common by other provisions of these By-Laws and by the Declaration.

(d) Premiums for all insurance procured or to be procured under the provisions of these By-Laws.

(e) All charges for water, gas and electricity used or consumed on the property or supplied to any common element.

(f) Any deficit in common expenses remaining from a previous assessment period.

(g) Such amounts as the Board of Administrators may deem proper for the establishment of a reserve fund for replacement or contingencies or emergencies.

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The following are declared herein not to be common expenses:

(a) All expenses and charges incurred by a unit owner in the performance of the maintenance and repair obligations imposed upon such unit owner by the provisions of these By-Laws or by the Declaration or by the Act.

(b) Telephone expense incurred by any unit owner for telephone installations and service to his unit.

(c) The repairs to any common elements necessitated by the negligence or misuse of a unit owner, his guests, lessees, family members of sublesses or subtenants of any lessees or tenants of a unit owner. The cost of any such repairs shall be charged to the unit owner or owners by the Board of Administrators and all sums assessed or charged therefor, if not paid when due, shall constitute a lien on the unit of such owner in accordance with the provisions of Section 524 of the Act and may be enforced as in such Act and in these By-Laws provided.

(7) Collection of Assessments. The Board of Administrators shall take prompt action to collect any assessment for common expenses due from any unit owner which remains unpaid for more than fifteen (15) days from the due date for payment thereof. Except as provided in this Article, if the time of payment is not set forth in any particular assessment for common expenses, the same shall be determined by the Board of Administrators.

In the event of default by any unit owner in paying to the Board of Administrators the common expenses as determined by the Board of Administrators, such unit owner shall be obligated to pay interest at the legal rate on such common expenses from the due date of the assessment thereof, together with all expenses, including attorney's fees, incurred by the Board of Administrators in any proceeding brought to collect such unpaid common expenses. The Board of Administrators shall have the right and duty to attempt to recover such common expenses, together with interest thereon, and the expenses of the proceeding, including reasonable attorney's fees, in an action to recover the same brought against such unit owner or owners or by foreclosure of the lien on such unit ownership estate granted by Section 524 of the Act. All sums assessed as hereinabove provided by the Board of Administrators for the share of the common expenses chargeable to any unit ownership estate, which sums are not paid when due, shall constitute a lien on such unit ownership estate from the due date thereof in accordance with the provisions of said Section 524 and may be enforced as therein provided. To evidence such lien, the Board of Administrators may, but shall not be required to, prepare and file a written notice in the Office of the County Clerk of Washington County, Oklahoma, setting forth the amount of any such paid indebtedness, the nature of the indebtedness, the date the assessment was made, the name of the owner or owners of the unit ownership estate and a description of such unit ownership estate. Such a notice shall be signed by the Secretary of the Association or by the Manager or Managing Agent.

In any action to foreclose a lien on any unit ownership estate, the unit owner or owners thereof shall be jointly and severally liable for the reasonable rental value of such unit ownership estate from the date of institution of foreclosure proceedings on said lien until said foreclosure proceedings are terminated; and the Board of Administrators shall be entitled to the appointment of a receiver to collect said rentals. In any such foreclosure proceedings, the unit owner or owners shall also be jointly and severally liable for all costs and expenses of such foreclosure proceedings on their unit ownership estate, the cost and expenses for filing the notice or claim of lien and all reasonable attorney's fees incurred in the foreclosure proceeding. The Board of Administrators, acting on behalf of all unit owners, shall have the power to acquire and hold, lease, mortgage, convey, vote the vote appurtenant to or otherwise deal with the same, subject to the requirements set forth in Article XII below.

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The amount of the common expenses assessed against each unit ownership estate shall also be a debt of the owner or owners thereof, jointly and severally, from the date any such assessment is made. Suit to recover a money judgment for any unpaid assessment of common expenses shall be maintainable without foreclosure or waiver of the lien securing the same. In any such suit for money judgment, in addition to the unpaid common expense assessment, the owners jointly and severally shall be liable for and shall pay all costs and expenses of collection and suit, including a reasonable attorney's fee.

Any assessment of common expenses not paid when due shall bear interest from the due date thereof at the rate established by the Dewey Bank, Dewey, Oklahoma, as its prime for consumer loans, until paid. The aforesaid statutory lien for common expenses shall also secure such interest and any costs and expenses of collection of any unpaid assessment, including all reasonable attorney's fees.

(8) Miscellaneous Provisions.

(a) No unit owner may exempt himself from the liability for payment of his share of the common expenses by waiver of the use or enjoyment of any of the common elements or by abandonment of his unit ownership estate.

(b) The omission or failure of the Board of Administrators to fix the assessment for common expenses for any calendar year or the omission or failure of such Board of Administrators to include an item of expense in any particular assessment shall not be deemed a waiver, the modification or release of any unit owner from the obligation to pay such assessment when fixed or made or to pay the assessment for such omitted expense when made.

(c) The Board of Administrators may employ such person or persons as it deems advisable or necessary to assist it in the preparation of any budget for common expenses, the assessments therefor and the allocation of assessments among the unit owners. The compensation and terms of employment of any such person or persons shall be determined solely by the Board of Administrators and shall be deemed a common expense.

ARTICLE XII

SALES, LEASES AND MORTGAGES OF UNIT OWNERSHIP ESTATES

(1) Sales and Leases. No unit owner may sell or lease his unit ownership estate or any interest therein except by complying with the following provisions:

Any unit owner who receives a bona fide offer for the sale of his unit ownership estate or a bona fide offer for a lease or for rental of his unit ownership estate, which he intends to accept, shall give notice to the Board of Administrators of such offer and of such intention, the name and address of the proposed purchaser or lessee, the terms of the proposed transaction and such other information as the Board of Administrators may reasonably require. An executed copy of such offer shall accompany said notice. At the same time as the giving of such notice to the Board of Administrators, such unit owner shall offer to sell his unit ownership estate or to lease the same to the Board of Administrators or its designee, corporate or otherwise, on behalf of the owners of all other unit ownership estates, on the same terms and conditions as contained in the aforesaid bona fide offer. The giving of the afiresaid notice shall constitute a warranty and representation by the unit owner who has received such third party offer to the Board of Administrators on behalf of the other unit owners that such unit owner believes the third party offer to be bona fide in all respects. Within twenty (20) days after receipt of such notice, the Board of Administrators may elect, by written notice to such unit owner, to purchase his unit ownership estate or to lease the same, as the base may be (or to cause the same to be purchased or leased by its designee, corporate or otherwise) on behalf of all other unit owners, on the same terms and conditions as contained in the third party offer and as stated in the notice from the offering unit owner. In the event the Board of Administrators shall elect to purchase such unit ownership estate, or to lease the same, or to cause the same to be purchased or leased by its designee, corporate or otherwise, such purchase or lease transaction shall be closed at the office of the attorneys for the Association at the time specified in said third party offer for the closing thereof and in the absence of said third party offer specifying a time for closing, the same shall be closed ten (10) days after approval of title to said unit ownership estate by the attorneys for the Association. In the event said third party offer does not contain a provision for examination of title, the selling unit owner shall furnish an abstract of title to the Board of Administrators within ten (10) days after the giving of notice by said Board of its election to accept such offer. Said abstract shall reflect merchantable title to said unit ownership estate in the offering unit owner. The Board shall have ten (10) days after receipt of such abstract in which to examine the same and in which to furnish to the offering unit owner a list of written objections, if any, to the merchantability of his title. If no objections are made to such unit owner's title within said period, the transaction shall be closed as provided above. This procedure for examination of title shall only

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apply in the event of a sale and shall not apply to any offer for lease. In the event of a sale, at the closing, the unit owner shall convey said unit ownership estate to the Board of Administrators or to its designee on behalf of all other unit owners by General Warranty Deed, free and clear of any liens, claims or encumbrances whatsoever unless the same are set forth in the third party bona fide offer. In the event of sale, unless otherwise provided in the third party offer:

(a) All common expenses and advalorem taxes shall be prorated to the date of delivery of deed.

(b) Special assessments by any governmental authority shall be paid in full by the seller, whether installments of such assessments are unmatured or matured.

(c) If the unit ownership estate is then under lease or rented, rentals shall be prorated to the date of delivery of deed.

(d) If a mortgage on the unit ownership estate is to be assumed or purchased subject thereto, interest will also be prorated to date of delivery of deed.

In the event such unit ownership estate is to be leased, the offering unit owner shall execute and deliver to the Board or its designee a lease between the offering unit owner, as landlord, and the Board of Administrators or its designee, as tenant, covering such unit ownership estate, on the terms and conditions contained in such third party offer to lease.

In the event the Board of Administrators or its designee shall fail to accept such offer within twenty (20) days as aforesaid, the offering unit owner shall be free to contract to sell such unit ownership estate or to lease the same, as the case may be, to the third party offeror on the terms and conditions set forth in the notice from the offering unit owner to the Board of Administrators. Any deed to a third party offeror shall provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the Declaration, these By-Laws and the rules and regulations, as the same may be amended from time to time. Any lease with a third party offeror shall be consistent with the Declaration and with these By-Laws and shall provide that it may not be modified, amended, extended or assigned without the prior written consent of the Board of Administrators, that the tenant therein named shall not sublet the premises or any part thereof without the prior written consent of the Board of Administrators and that the Board of Administrators shall have power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder in the event of default by the tenant in the performance of such lease. The form of any such lease shall be subject to the prior written approval of the Board of Administrators.

In the event the offering unit owner shall not, within sixty (60) days after the expiration of the period in which the Board of Administrators or its designee might have accepted the offer of the third party offeror, contract to sell his unit ownership estate or to lease the same, as the case may be, to the third party offeror on the terms and conditions contained in the offer of said third party, or if the unit owner shall so contract to sell or lease his unit ownership estate within such sixty (60) day period, but such sale or lease shall not be consummated pursuant to the terms of such contract, then should such offering unit owner thereafter elect to sell his unit ownership estate or to lease the same, as the case may be, to the same or another third party offeror on the same or other terms and conditions, the offering unit owner shall be required to again comply with all of the terms and provisions of this Article.

In the event any unit owner shall attempt to sell, lease, rent, sublease or subrent his unit ownership estate or any portion therein without first complying with the provisions of this numerical paragraph, such sale, lease, rental, sublease or subrental shall be wholly null and void and shall confer no title or interest or right of possession whatsoever upon the intended purchaser, lessee, tenant, sublessee or subrenter.

The interest of any unit owner in any unit ownership estate acquired by the Board of Administrators or its designee on behalf of all unit owners shall also be subject to the provisions of this paragraph.

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(2) Consent of Unit Owners to Purchase or Lease of Apartment Unit by Board of Administrators. The Board of Administrators shall not purchase or lease any unit ownership estate or any interest in any unit ownership estate or lease any unit ownership estate nor shall the Board of Administrators purchase any unit ownership estate at any judicial sale for and on behalf of the unit owners without the prior written approval of unit owners owning at least sixty per cent (60%) of the aggregate interest in the common elements as established by Article VII of the Declaration.

(3) Restriction on Severance of Appurtenant Interest. No unit owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his unit ownership estate without including therein the following:

(a) The undivided interest in the common elements appurtenant thereto;

(b) The interest of such unit owner in any unit ownership estates theretofore acquired by the Board of Administrators or its designee on behalf of all unit owners, whether acquired pursuant to the provisions of paragraph (1) above or at judicial sale, or the proceeds of the sale or lease thereof, if any; and

(c) The interest of such unit owner in any other assets of the Association.

It is the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interest, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein.

(4) Release of Right of First Refusal and Option. The right of first refusal or options contained in numerical paragraph (1) of this Article may be released or waived by the Board of Administrators as to any particular unit ownership estate in which event said unit ownership estate and the appurtenant interest described in numerical paragraph (3) above may be sold, conveyed or leased, free and clear of the provisions of such paragraph (1). Each such release or waiver must be in writing.

(5) Certificate of Compliance. A certificate executed and acknowledged by the Secretary of the Association or by the Manager or Managing Agent stating that the provisions of numerical paragraph (1) of this Article have been met by a particular unit owner or have been duly waived by the Board of Administrators, shall be conclusive upon the Board of Administrators and the unit owners in favor of all persons who rely thereon in good faith. Such certificate shall be furnished to any unit owner who has in fact complied with the provisions of numerical paragraph (1) of this Article or in respect to whom the provisions of such section have been released or waived, upon request.

(6) Funds for Acquisition of Unit Ownership Estate by Board of Administrators. After securing the prior written approval of the unit owners as set forth in numerical paragraph (2) of this Article, acquisition of unit ownership estates by the Board of Administrators or its designee on behalf of all unit owners, may be made from reserves established for such purpose or from surplus funds in the hands of the Board and not immediately needed to meet existing common expenses. If such funds are insufficient, the Board of Administrators may levy an assessment against each unit owner in proportion to this ownership in the common elements as a common charge or expense, which assessment shall be enforceable in the same manner as provided in Article XI of these By-Laws. In the alternative, the Board of Administrators, in its discretion, may borrow money to finance the acquisition of such unit ownership estate, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the unit ownership estate so to be acquired by the Board of Administrators.

(7) Exceptions to Numerical Paragraph (1) of this Article. The provisions of numerical paragraph (1) of this Article shall not apply or extend to the following:

(a) Any sale or conveyance by a unit owner of his unit ownership estate to his spouse or to any of his children or to his parent or parents or to his brothers or sisters, or any one or more of them.

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(b) In no case shall such provisions apply or extend to or affect the right of a unit owner to subject his unit ownership estate to a real estate mortgage, deed of trust or other security instrument. A bona fide first real estate mortgage loan can be obtained and made on any unit ownership estate included in these By-Laws without the prior approval of any other unit owner or the Association, Board of Administrators or Managing Agent, and without complying with any of the provisions of this Article. Any owner of a first real estate mortgage on any unit ownership estate included herein may take deed thereto in lieu of the institution of foreclosure proceedings or may acquire a sheriff's deed on mortgage foreclosure sale of such mortgagee's first mortgage without obtaining the prior approval of any other unit owner or the Association or the Board of Administrators or Managing Agent and without observing the provisions above set forth in numerical paragraph (1) of this Article; provided, however, if such mortgagee acquires deed in lieu of foreclosure or acquired deed at foreclosure sale, such mortgagee shall thereafter be subject to all of the provisions of the Declaration and these By-Laws as a unit owner and may not thereafter sell or lease such unit ownership estate without observing the provisions of this Article.

(c) Any purchaser at a bona fide mortgage foreclosure sale shall, upon acquiring deed to said unit ownership estate, thereupon and thereafter be subject to all of the provisions of the Declaration and these By-Laws, including all of the provisions of this Article.

(d) The transfer of a deceased joint tenant's interest to his surviving joint tenant or the transfer of a deceased's interest to a devisee by Will or his heirs-at-law under laws of intestate succession shall not be subject to the aforesaid provisions of numerical paragraph (1) of this Article. Further, said provisions shall not apply to a conveyance or transfer by a unit owner of his unit ownership estate by gift. However, any title acquired by the surviving joint tenant, devisees, heirs-at-law or donees, shall thereupon and thereafter be subject to all of the provisions of the Declaration and these By-Laws including all of the provisions of this Article.

(8) Laws Against Perpetuities. The rights granted in numerical paragraph (1) above to the unit owners, acting by and through the Board of Administrators or its designee, corporate or otherwise, shall in no event continue for a period longer than is permitted under the laws against perpetuities of the State of Oklahoma and if it shall be determined that any of the terms of this Article violates any such law, the provisions hereof shall terminate at the end of the longest period permitted to continue under the laws of Oklahoma.

(9) Waiver of Right of Partition with Respect to Acquired Units. In the event that a unit ownership estate shall be acquired by the Board of Administrators or its designee on behalf of all unit owners as tenants in common, regardless of the manner in which such acquisition may be made, all such unit owners shall be deemed to have waived all rights of partition with respect to any such unit ownership estate.

(10) Payment of Assessment for Common Expenses. No unit owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his unit ownership estate unless and until he shall have paid in full to the Board of Administrators all unpaid common expenses theretofore assessed by said Board against his unit ownership estate and until he shall have satisfied all unpaid liens against such unit ownership estate, except permitted mortgages.

(11) Mortgage of Unit Ownership Estate. Any unit owner shall have the express right from time to time to mortgage or encumber his unit ownership estate by mortgage, deed of trust or other security instrument subject to the express limitation that no unit owner shall mortgage his unit ownership estate except by a first mortgage made to a bank, trust company, insurance company, federal or state savings and loan association, pension fund or other institutional lender, or by purchase money mortgage to the Declarant. This limitation, however, shall not extend to a second mortgage to the Declarant or to a unit owner in Pecan Grove Garden Homes where the second mortgage to such unit owner expressly prohibits assignment thereof unless with the prior written consent of the Board of Administrators.

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A unit owner who mortgages his unit ownership estate in Pecan Grove Garden Homes shall immediately, upon the execution and delivery of such mortgage, notify the Board of Administrators of such mortgage, giving the name and address of his mortgagee. A copy of said mortgage shall be enclosed with such notice. The Secretary of the Association shall maintain all mortgage information filed from the copies of the individual mortgages furnished in a book to be designated "Mortgagees of Units". Upon the release of any such mortgage or upon being advised of a change in the ownership of such mortgage, the unit owner shall be responsible for immediately notifying the Secretary of the Association thereof.

(12) Applicability to Declarant. It is expressly understood and agreed that this Article shall not be applicable to the Declarant and the Declarant shall not be required to comply with any of the provisions hereof when offering any unit ownership estate of Declarant for sale, lease or rental.

ARTICLE XIII

RESTRICTIONS AND REQUIREMENTS RESPECTING USE AND MAINTENANCE OF UNIT & COMMON ELEMENTS

(1) Each person, upon becoming the owner of a unit ownership estate or any interest therein, in Pecan Grove Garden Homes, shall fully familiarize himself with the restrictive covenants on the use of the property as set forth in Article IV of the Declaration. He shall also fully familiarize himself with any administrative or house rules and regulations established from time to time by the Board of Administrators and all amendments thereto. Each such restrictive covenant and rules and regulations shall be strictly adhered to by the unit owner. Each unit owner shall be responsible to the Board of Administrators and other unit owners for the violation thereof by any member of said unit owner's family, his social or business guests, invitees, tenants, employees, agents, servants or any occupant of his unit. Ignorance or a claim of ignorance of the existence of any such restrictive covenants or rules and regulations shall not excuse a violation thereof.

(2) The violation of any rule or regulation adopted by the Board of Administrators or the breach of any By-Law contained herein or the breach of any provision of the Declaration, including without limitation the restrictive covenants therein contained, shall give the Board of Administrators the right, in addition to any other rights set forth in these By-Laws, the Act or Declaration:

(a) To enter the apartment unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Administrators shall not thereby be deemed guilty in any manner of trespass; or

(b) To enjoin, abate or remedy, by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

ARTICLE XIV

CONFLICT WITH DECLARATION OR UNIT OWNERSHIP ESTATE ACT

These By-Laws have been compiled and adopted in order to fully comply with the requirements of the Unit Ownership Estate Act of the State of Oklahoma, Title 60, Oklahoma Statutes Annotated, Sections 501-30, inclusive, and to implement and supplement such Act and the Declaration of Unit Ownership Estate for Pecan Grove Garden Homes. If any of these By-Laws conflict with the provisions of said Act or said Declaration, the provisions of the Act or Declaration will control. Such interpretation will be given these By-Laws where possible as will avoid any conflict with such Act or Declaration.

ARTICLE XV

NON-PROFIT ASSOCIATION

The Council or Association of Unit Owners has not been created or organized for profit purposes and shall never at any time engage in any regular business of any kind

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for the purpose of deriving a profit or pecuniary gain for the unit owners. This Association of Unit Owners shall never at any time be used a medium for making a profit for the unit owners, Administrators or officers, incidentally or otherwise, and shall never at any time render or perform any particular service for any unit owner other than in such unit owner's capacity as such. The Council or Association of Unit Owners shall not conduct any propaganda campaigns or take part in any political campaigns as a council or association. No dividends or pecuniary profits shall be declared or paid to the unit owners and no unit owner, administrator or officer may be paid a salary or compensation in any form by reason of his unit ownership or his office in this Association; provided, of course, that this shall not limit any unit owner from being paid reasonable compensation while acting as an agent, employee or under contract with the Board of Administrators for services actually rendered in an armslength transaction to the Board of Administrators nor shall this provision prohibit reimbursement of any unit owner, administrator or officer for authorized, actual and reasonable expenses advanced or incurred in connection with the administration and operation of the property.

ARTICLE XVI

AMENDMENT TO BY-LAWS

Seventy-five per cent (75%) of the unit owners in Pecan Grove Garden Homes computed on the basis set forth in Section 503 (n) of the Act, may at any time modify or amend these By-Laws at any annual or special meeting of the unit owners duly called for such purpose as in these By-Laws provided. However, no amendment to these By-Laws may be made which would delete or omit any of the particulars described in Section 520 of the Act as being necessary contents of these By-Laws and no amendment to these By-Laws may be made which would abrogate or impair the rights granted or reserved herein to the Declarant.

Notice of the subject matter of any proposed amendment must be reasonably detailed in the notice of any meeting at which a proposed amendment is to be considered. A resolution adopting a proposed amendment may be suggested or proposed by either the Board of Administrators or by the unit owners or any unit owner. A copy of each amendment shall be certified by the Secretary of the Association as having been duly adopted by the unit owners as herein provided. Copies of each amendment shall be sent to each unit owner in the manner elsewhere provided for the giving of notices but the same shall not constitute a condition precedent to the effectiveness of such amendment.

ARTICLE XVII

MISCELLANEOUS

(1) Severability. The provisions of these By-Laws are severable and if any Article, paragraph or sub-paragraph or clause of any Article, or any sentence, clause, phrase or word of these By-Lsws or the application thereof in any circumstance, be held to be invalid or unenforceable, such invalidity and unenforceability and the determination thereof shall not affect or extend to the validity or enforceability of any other portion of these By-Laws and the application of any portion thereof in any other circumstances shall not be affected thereby.

(2) Notices and Communications. All notices or other communications required or intended to be served or given under the provisions of these By-Laws upon an owner of a unit ownership estate covered hereby shall be deemed sufficient if reduced to writing and delivered personally or if sent by registered or certified mail, postage prepaid, addressed to such unit owner at the building address of the building on the property in which the unit of such unit owner is situated. Any unit owner may, by prior written notice to the Board of Administrators or Managing Agent or Manager, if any, change the mailing address of any notices to be given to him.

All notices or communications required or intended to be served or given under the provisions of these By-Laws upon the Board of Administrators shall be sent by registered or certified mail to the Board of Administrators in care of any Manager or Managing Agent employed by them, or if there be no Manager or Managing Agent, to the office of the Board of Administrators or to such other address as the Board may hereafter designate from time to time by notice in writing to all unit owners and to all mortgagees of unit ownership estates.

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All notices to mortgagees of unit ownership estates shall be sent by registered or certified mail to their respective addresses as designated by them from time to time in writing.

Date of any notice or communication served or given by mail shall be the date when the same is deposited in any post office of the United States Post Office Department. Date of any notice or communication served or delivered personally shall be the date when the same is received by the party to whom addressed.

(3) Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of these By-Laws or the intent of any provision herein contained.

(4) Gender. Whenever used herein, unless the content shall otherwise require the singular number shall include the plural, the plural the singular, and the use of gender shall include all genders.

(5) Waiver. The failure of the Board of Administrators or Managing Agent or Manager to insist in any one or more instances upon the strict performance of any of the terms, covenants, conditions or restrictions of these By-Laws, the Declaration or the Act, or to exercise any right, remedy or option herein contained or contained in the Declaration or Act, or to serve any notice, or to institute any action, shall not be construed as a waiver or relinquishment for the future of any such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Board of Administrators or Managing Agent of any assessment from a unit owner with knowledge of the breach of any covenant shall not be deemed as a waiver of such breach and no waiver by the Board of Administrators or Managing Agent of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board of Administrators or Managing Agent.

(6) Remedies Cumulative. All remedies herein granted to the Board of Administrators or Managing Agent or Manager for the breach by any unit owner or occupant of any unit of any of the terms hereof or of the Declaration, Act or rules and regulations shall be deemed to be cumulative and the exercise of one shall not be deemed to exclude the exercise of any remedy provided by the Act or by any other law or by the Declaration.

(7) Parliamentary Rules. Roberts Rules of Order (latest edition) shall govern the conduct of all meetings of the unit owners and the Board of Administrators when not in conflict with the Declaration or these By-Laws.

(8) Effective Date. These By-Laws shall take effect upon the date of first recording thereof in the Office of the County Clerk of Washington County, Oklahoma.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 5th day of October, 1981.

BIG CHIEF DEVELOPMENT CO.,
An Oklahoma ficticious partnership

By: George Schumacher

By: Glenn B. Schumacher

By: Jerry D. Ebert

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STATE OF OKLAHOMA)
)
WASHINGTON COUNTY)

Before me, the undersigned, a Notary Public in and for said County and State, on this 5th day of October, 1981, personally appeared GEORGE SCHUMACHER, DERRY B. EBERT and GLENN B. SCHUBER, 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 official seal the day and year last above written.

(SEAL)

Stella Lewis
Notary Public

My commission expires 10-28-84.

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EXHIBIT "B"

PECAN GROVE GARDEN HOMES

Dewey, Oklahoma

SCHEDULE OF VOTING UNITS

Unit No.	Living Space	Garage & Storage	Total	%
1	1,120	275	1,395	10.77
2	956	240	1,196	9.23
3	956	240	1,196	9.23
4	1,120	275	1,395	10.77
5	970	240	1,210	9.34
6	970	240	1,210	9.34
7	1,180	310	1,490	11.50
8	970	400	1,370	10.59
9	970	275	1,245	9.62
10	970	275	1,245	9.62
	10,182	2,770	12,952	100.00

Total Building (Occupied Space)	12,952 S.F.
Common Area	778 S.F.
	13,730 S.F.
Land Area 170 x 200	34,000 S.F.

Terry L. Bryan, C.P.A.

Terry L. Bryan, C.P.A.
Bartlesville, Oklahoma

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REVISED BY-LAWS OF PECAN GROVE GARDEN HOMES

Revised this date February 25, 2021

I-2021-002024 03/01/2021 1.12 pm
Book 1186 Page(s) 1685-1689
Fee: $ 26.00 Doc: $ 0.00
Annette Smith - Washington County Clerk
State of Oklahoma

COUNTY CLERK ★ 46 ★ SEAL ★★★ WASHINGTON COUNTY, OK

BK 1186 PG 1685

ARTICLE I IDENTIFICATION

These are the revised By-Laws of the unit ownership estates collectively known as "Pecan Grove Garden Homes" created by virtue of the submission by Declaration of the following property to the Unit Ownership Estate Act of the State of Oklahoma (Title 60, Oklahoma State Statutes Annotated, and Section 501-30, inclusive):

> Lots numbered Nine (9), Ten (10), Eleven (11) and Twelve (12), in Block numbered Five (5) of the Liberty Addition to the City of Dewey, Oklahoma, according to the recorded Plat thereof:
>
> Re: Attachment A (1) and (2)

The administration of all of the above property and its use and occupancy will be governed by these revised By-Laws and these revised By-Laws shall supersede any previous editions.

The undersigned desire to restate the By-Laws governing Pecan Grove Garden Homes with certain changes incorporated for the mutual benefit of all property owners.

By acceptance of title to and interest in any unit within said property of all unit owners, for themselves, their heirs, executors, administrators, trustees, legal and personal representatives, grantees, successors, assigns, lessees, and tenants specifically agree to these By-Laws and subsequent amendments.

ARTICLE II

RESTRICTIONS AND REQUIREMENTS RESPECTING USE AND MAINTENANCE OF UNITS AND COMMON AREAS

Each person, upon becoming an owner of a unit or any interest therein, shall fully familiarize themselves with the by-laws governing the use of Pecan Grove Garden Homes property.

Tenancy within Pecan Grove Garden Homes shall be restricted to persons fifty-five (55) years of age or older. This includes any renters, lessees, and or any persons of temporary occupancy.

Units/tenants are to be restricted to single family occupancy. Temporary occupancy in any unit by any persons under the required age shall be restricted to not more than ten (10) days unless the governing board gives special written permission.

All common areas of units are to conform to a uniform appearance. Common areas so affected include all exterior components; such as doors, window frames, garage doors, patios and fences. Changes, modifications, and repairs to common areas (roof, mowing, fences, and external parts) are subject to 80% approval and the cost shall be divided equally among the ten (10) unit owners. The changes are to be approved by at least 80% of the unit owners, the governing board and are to be recorded in board minutes.

Return: 313 E. Angus Ave, Apt 8
Dewey, OK 74029

No unit owner shall make any structural additions, alterations, or improvements to any common area without written approval of 80% voting.

Each unit owner shall be responsible to the Board and other unit owners for any violation by any member of said unit owner's family, social or business guests, invitees, tenants, employees, agents, or any occupant of his unit. Ignorance or a claim of ignorance of such restrictions shall not excuse the owner. Unit owners shall be responsible for any repairs to common areas caused by such actions.

Should any such actions result in court proceedings the losing party shall be responsible for all court costs, legal fees and attorney fees.

Pets shall be restricted to a size being no larger than 20 pounds and be escorted on a leash when in any common areas. Pet owners are responsible for cleanup of pets.

Unit owners shall carry and constantly maintain insurance coverage (not less than $50,000) to cover the interior of their unit. If it is a rented unit, the renter (in addition to the owners' coverage) should provide renters' insurance. Within thirty (30) days of an incident, any internal damages or needed repairs must be initiated. Written notice of the estimated completion date is to be presented to the Board.

When voting is required on any issue, each unit owner shall have only one representative and be entitled to only one (1) vote regardless of the number of units owned by the individual owner(s). No renters or other temporary residents shall have a valid vote.

Common Expenses

These are expenses to be allocated among and paid by the unit owners as listed below:

(a) The administration, maintenance, repair or replacement of the common elements,

(b) Premiums for all insurance procured for Pecan Grove Garden Homes,

(c) Any deficit in common expenses remaining from a previous assessment,

(d) Such amounts as determined by the Board to establish a reserve fund for replacements, contingencies, or emergencies.

ARTICLE III SALES AND LEASES

No unit owner may sell or lease his unit ownership or any interest therein except by complying with these provisions.

Any unit owner who receives a bona fide offer for the sale of his unit shall give written notice to the Board,

Written notices are to be provided within twenty-four (24) hours of decision to sell (not to be confused with an offer to purchase) to the other unit owners giving them first right of refusal on the purchase of the unit offered for sale,

If within thirty (30) days, no offer of purchase is received from any current unit owner the seller is released from the requirement of first right of refusal.

The seller is to adhere to the Pecan Grove Garden Homes requirement governing sales and leases that states all occupants must be over fifty-five (55) years of age.

BK 1186PG 1686

ARTICLE IV GOVERNING BOARD

The governing Board for the Pecan Grove Garden Homes shall consist of a President, Vice-President, Secretary and Treasurer unless the unit owners vote to consolidate the Secretary and Treasurer positions.

No absentee/non-resident owner may hold an executive office on the Board of Pecan Grove Garden Homes.

Roberts Rules of Order (latest edition) shall govern the conduct of all meetings.

The Secretary of the Board shall certify all additional amendments to the By-Laws after having been adopted by the vote of the unit owners. Copies will be provided to all unit owners.

These revised By-Laws shall take effect upon the date of the first recording in the Office of the County Clerk of Washington County, Oklahoma.

BK I 8696 I 687

In Witness Whereof, the undersigned have executed this instrument this 1 day of March, 2021.

Pecan Grove Garden Homes

MARTANNE
Marty Loudhan President

William E Williams Vice-President

Cecilia M Poe Secretary

STATE OF OKLAHOMA)

WASHINGTON COUNTY)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 1 day of March 2021, personally appeared Martanne Louthan, President, William Williams, Vic-President, and Cecilia Poe Secretary to me known to the identical persons who executed this instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes set forth.

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

Dafah Miller

Notary Public

My Commission expires: 06/06/2022

DAFAH MILLER
Notary Public - State of Oklahoma
Commission Number 18005653
My Commission Expires Jun 6, 2022

BK 1186 PG 1688

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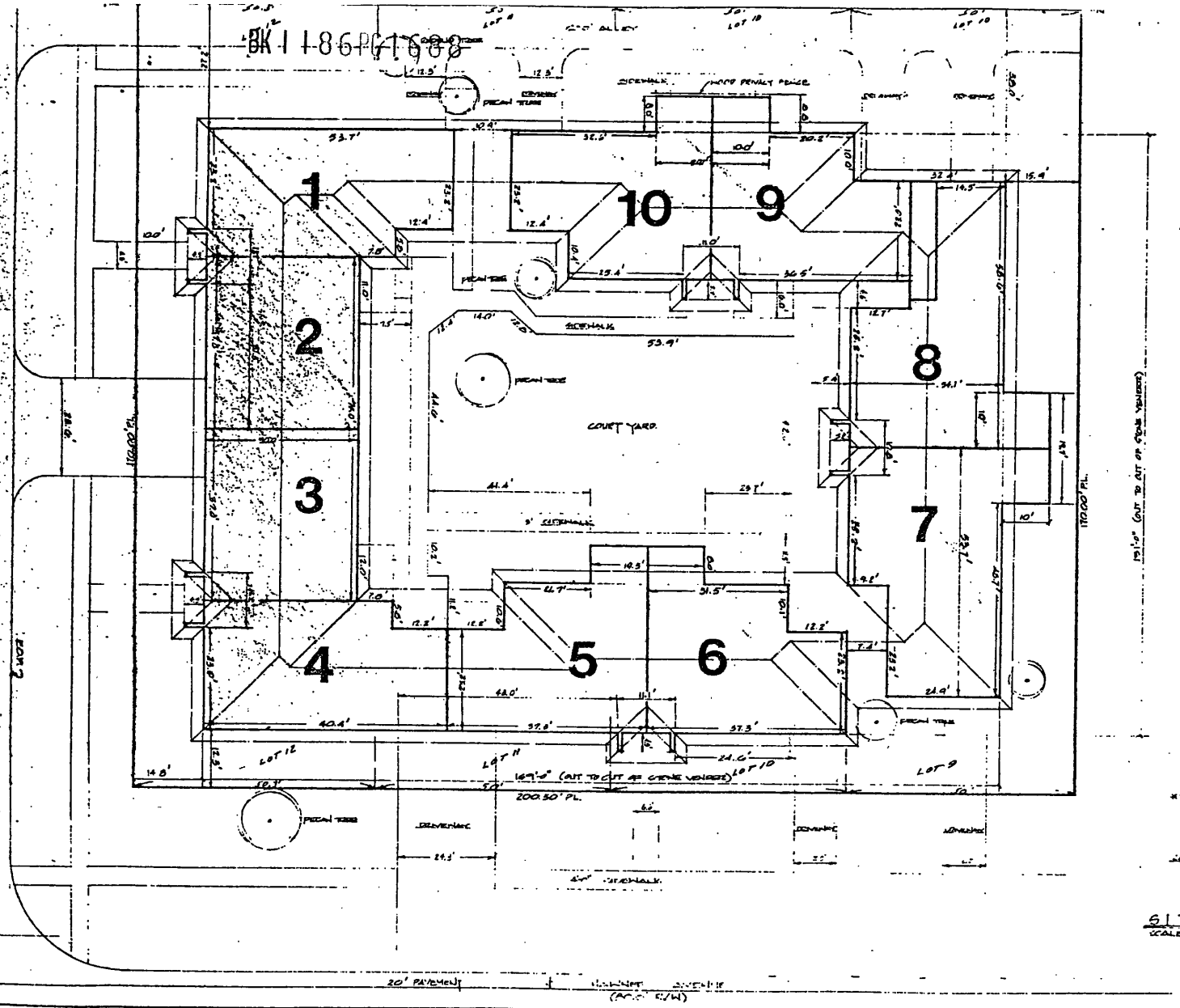

EXHIBIT "A" Sheet 1

I, Darry B. Ebert, an architect licensed to practice my profession within the State of Oklahoma, do hereby certify this Exhibit "A", sheets 1 and 2, is an accurate plan of "PECAN GROVE GARDEN HOMES" Graphically shown insofar as possible.

Darry B. Ebert Date: 10-26-81

Surveyor's Certificate

I, Jack G. Greenwalt, or William D. Armstrong, or Richard M. Quitter, a registered land surveyor with CREEKMAN-ARMSTRONG, INC., Consulting Engineers of Bartlesville, Oklahoma do hereby certify (1) that the above plat is an accurate representation of a survey done under my direction, and is correct to the best of my knowledge and belief, and shows the size and location of the property, its exterior boundaries, the location of all visible structures and dimensions of all principal buildings thereon, boundary fences, apparent easements, roadways and visible encroachments, if any, (2) that an independent search of the abstract or recorded documents to determine easements or restrictions, other than those shown on the recorded plat, was not made, (3) that locations of fence lines, roads, or buildings shown hereon, are shown as information only, and that the property lines shown hereon are those recited in the above legal description. This survey is made for the use of the present owners of the property, and also those who purchase, mortgage, or guarantee the title thereto within one (1) year from the date below.

Signed and sealed this 27 day of OCTOBER, 1981

Jack G. Greenwalt RLS 7135
William D. Armstrong RLS 7854
Richard M. Quitter RLS 7958

(SEAL)

*NOTE: THESE PLANS AND THE DRAWINGS SHOWN HEREON ARE COMPILED FROM PLANS AND DATA FURNISHED BY EBERT-CRAMER ARCHITECTS, DATED AUGUST SUPPLEMENTED BY SUCH FIELD SURVEYS AS DEEMED NECESSARY OF THE STRUCTURE, THEREFORE THE RESULTANT SAID DIMENSIONS SHOWN HEREON MAY VARY SLIGHTLY (WITHIN 0.2 OF A FOOT) WITH RESPECT TO THE ACTUAL DIMENSIONS.

LEGAL DESCRIPTION OF AREA

Lots numbered Nine (9), Ten (10), Eleven (11) and Twelve (12), in Block numbered Five (5), of Liberty Addition to the City of Dewey, Oklahoma, according to the recorded plat thereof.

SITE PLAN
SCALE 1"=10.0'

NORTH

Ebert · Cramer a.i.a. Architects, Inc.
P.O. BOX 3097
BARTLESVILLE,
918/333-5100
OKLAHOMA

DRAWN PHINNEY
CHECKED DIBE
ISSUED
JOB NO
DRAWER

PECAN GROVE CONDOMINIUMS
DEWEY, OKLAHOMA

SHEET 1

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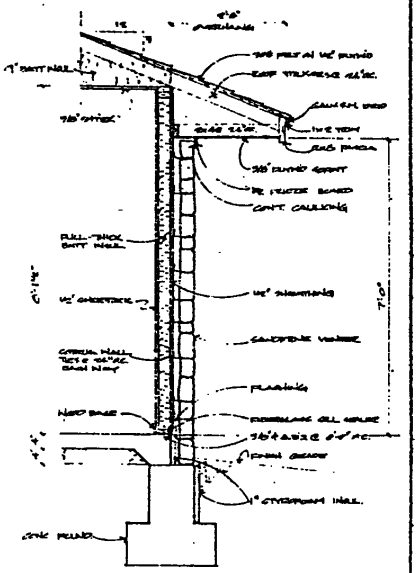

TYPICAL WALL SECTION

BK 1186 PG 1689

Ebert · Cramer a.i.a. Architects, Inc.

PECAN GROVE CONDOMINIUMS
TEWEY, OKLAHOMA