

Cover page for:

Plat & Declaration

Including:

- **Plat and dedication of The Village at St. Andrews recorded on October 6, 2003 in Book 1577, Pages 517-526**
- **Declaration of Unit Ownership Estates for The Village at St. Andrew's recorded on February 20, 2004 in Book 1594, Pages 557-628**
- **Amendment to Declaration recorded on January 5, 2006 in Book 1697, Page 533**
- **Amendment to Declaration recorded on August 23, 2006 in Book 1731, Page 259**
- **Amendment to Declaration recorded on August 15, 2014 in Book 2085, Pages 875-881**
- **Amended and Restated Declaration of Unit Ownership Estates for The Village at Grand Lake recorded on December 18, 2019 in Book 2305, Pages 85-120**

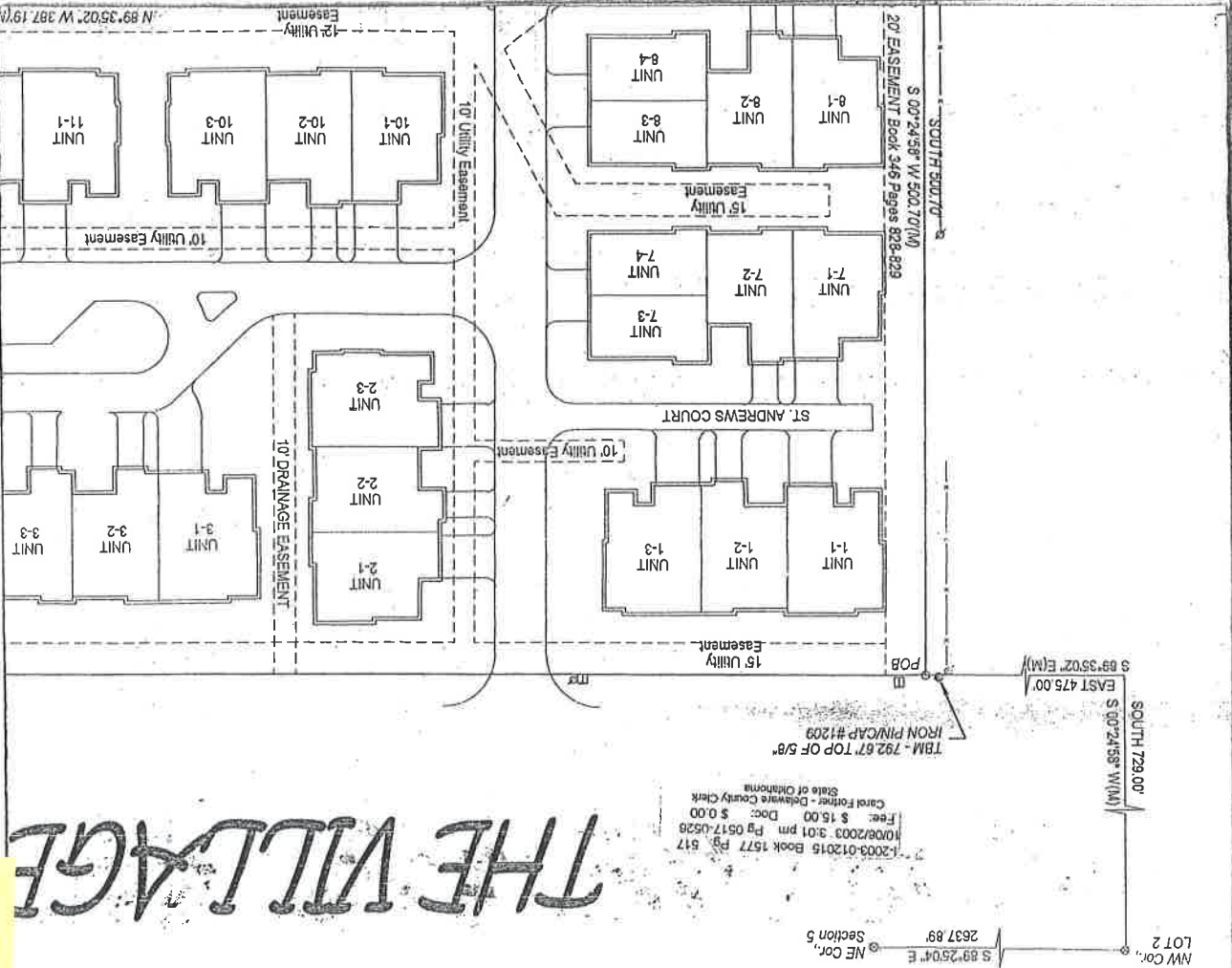
Auction Tracts 1 - 13 (Delaware County, Oklahoma)

For February 25, 2020 auction to be conducted by:
Schrader Real Estate and Auction Company, Inc.

On behalf of:
Arvest Bank, as Trustee of the William A. Myers Revocable Trust

Dedication & Amendments

THE VILLAGE



1.2003-012015 Book 1577 Pg. 517
 10/08/2003 3:01 pm Pg 0517-0526
 Fee: \$ 15.00 Doc: \$ 0.00
 Carol Forner, Delaware County Clerk
 State of Oklahoma



AT ST. ANDREWS

1-2003-012015 Book 1577 Pg. 518
 10/08/2003 3:01 pm Pg 0517-0528
 Fee: \$ 15.00 Doc: \$ 0.00
 Carol Fortner - Delaware County Clerk
 State of Oklahoma

GOINS STREET (PAVED)

EAST 954.0'

S 89°35'02" E 950.10'(M)

15' Utility
Easement

15' Utility
Easement

ST. ANDREWS LANE

10' Utility
Easement

S 00°24'12" W 418.24'(M)
SOUTH 403.7'

S 89°35'02" E
98.08'

20' Utility
Easement

PROPOSED
PRIVATE
CLUBHOUSE

15' Utility
Easement

N 80°35'02" W

N 80°35'02" W

N 80°35'02" W

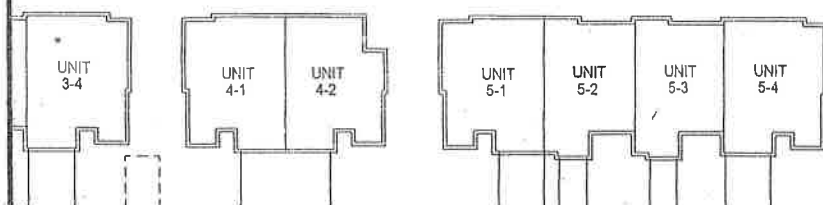
N 80°35'02" W

N 80°35'02" W

N 80°35'02" W

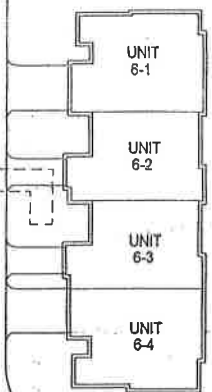
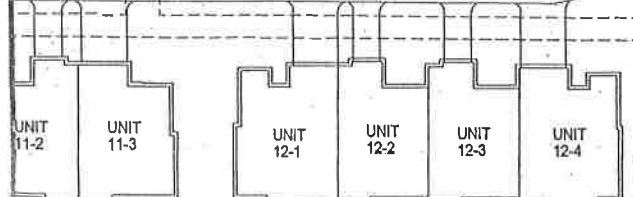
N 80°35'02" W

N 80°35'02" W



ST. ANDREWS CIRCLE
ONE WAY

ST. ANDREWS CIRCLE
ONE WAY



BE IT RESOLVED BY THE CITY OF GROVE, THAT THE DEDICATIONS SHOWN ON THE ATTACHED
PLAT OF: THE VILLAGE AT ST. ANDREWS ARE HEREBY ACCEPTED.

ADOPTED BY THE CITY OF GROVE ON THIS 30 DAY OF SEPT., 2003.

1-2003-012015 Book 1577 Pg. 519

10/06/2003 3:01 pm Pg 0617-0526

Fee: \$ 15.00 Doc: \$ 0.00

Carol Forrester - Delaware County Clerk
State of Oklahoma

Robert M. Hall
MAYOR

ATTEST:

Reta A. Jeffries
CLERK

Comm. Exp. 02-07-05
01002251



STATE OF OKLAHOMA }
COUNTY OF DELAWARE } SS

PLAT AND DEDICATION OF THE VILLAGE AT ST. ANDREWS
A SUBDIVISION OF DELAWARE COUNTY, OKLAHOMA

KNOW ALL MEN BY THESE PRESENT:

THAT WILLIAM A MYERS

OWNERS OF THE HEREON PLATTED PROPERTY DO HEREBY CERTIFY THAT WE HAVE CAUSED SAME TO BE PLATTED INTO TRACTS AND STREET AND UTILITY EASEMENTS AS SHOWN, WE HEREBY DEDICATE THE STREET AND UTILITY EASEMENTS TO THE PUBLIC AND ADOPT AS "THE VILLAGE AT ST. ANDREWS"

DATED THIS 21st DAY OF Sept. 2003

William A Myers
WILLIAM A MYERS
10-6-03
WLM



STATE OF OKLAHOMA }
COUNTY OF DELAWARE } SS

I, THE COUNTY TREASURER IN AND FOR DELAWARE COUNTY, STATE OF OKLAHOMA, HEREBY CERTIFY THAT ALL TAXES FOR THE YEAR 2002 AND ALL PREVIOUS YEARS HAVE BEEN PAID.

DATED THIS 16th DAY OF October 2003

12/20/03-01/2015 Book 1577 Pg. 520
10/06/2003 3:01 pm Pg 0517-0526
Fee: \$ 15.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

Carol Fortner
Carol Fortner
10-6-03
CF



I CERTIFY THAT I HAVE APPROVED THE APPLICATION AND PLAN FOR A PLAT OF A RESIDENTIAL DEVELOPMENT WHICH IS ON FILE AT THE DELAWARE COUNTY OFFICE OF THE DEPARTMENT ENVIRONMENT QUALITY, AND HEREBY APPROVE THIS PLAT FOR THE USE OF PUBLIC WATER SYSTEMS AND PUBLIC SEWAGE SYSTEMS.

NOTE: ONCE THE PLAT HAS BEEN APPROVED BY THE DEPARTMENT, NO MAJOR SOIL MODIFICATION MAY OCCUR IN AN AREA DESIGNATED FOR ON-SITE SEWAGE TREATMENT AND DISPOSAL

RESTRICTIONS TO APPROVAL:

DATE:


ENVIRONMENTAL SPECIALIST
OKLAHOMA DEPARTMENT OF ENVIRONMENT QUALITY

I-2003-012015 Book 1577 Pg. 521
10/06/2003 3:01 pm Pg 0517-0526
Fee: \$ 15.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

STATE OF OKLAHOMA }
COUNTY OF DELAWARE } SS.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED

THIS 6th DAY OF October, 2003


NOTARY PUBLIC

MY COMMISSION EXPIRES 7-12-07 10:30



OWNERS CERTIFICATE & DEDICATION

KNOW ALL MEN BY THESE PRESENT:

THAT _____ BEING SOLE OWNERS IN FEE SIMPLE OF THE FOLLOWING
DESCRIBED REAL PROPERTY TO WIT:

LEGAL DESCRIPTION

A tract or parcel of land located in Government Lot 2 and the West 1/2 of Government Lot 1 all in Section 5, Township 24 North, Range 24 East, of the Indian Base and Meridian in Delaware County, Oklahoma. More particularly described in detail as follows to-wit:
Beginning at a point 729.0 feet South and 475.0 feet East of the NW corner of the said Lot 2; thence East 954.0 feet; thence South 409.7 feet to a point in the North right-of-way boundary of Highway 10 & 25; thence S 71° 01' W, 110.5 feet along the said highway right-of-way; thence S 66° 22' W 189.9 feet along the said highway right-of-way; thence S 57° 53' W 105.7 feet along the said highway right-of-way; thence S 70° 47' W 308.5 feet along the said highway right-of-way; thence S 75° 08' W 99.2 feet along the said highway right-of-way; thence North 209.8 feet; thence West 201.8 feet; thence North 500.7 feet to the point of beginning;

LESS AND EXCEPT a tract of land described as follows:

Beginning at a point 729.0 feet South and 475.0 feet East of the NW corner of the said Lot 2; thence South 500.7 feet; thence East 201.8 feet; thence South 209.8 feet for a point of beginning; thence North 75 degrees 08' East 99.2 feet; thence North 70 degrees 47' East 308.5 feet; thence North 272 feet; thence West to a point directly north of the point of beginning.

LESS AND EXCEPT (#2) a tract of land described as follows:

Commencing at the NW Corner of said Government Lot 2; thence S 89°25'04" E 1067.05 feet along the North Line of said Government Lot 2; thence S 00°34'56" W 1037.42 feet to the POINT OF BEGINNING; thence S 89°35'02" E 15.00 feet; thence S 03°34'21" W 232.14 feet to a point in the North right-of-way boundary of Highway 10 & 25; thence S 71°12'33" W 1.66 feet along the said highway right-of-way; thence S 18°47'27" E 40.00 feet along the said highway right-of-way; thence S 71°12'33" W 14.65 feet along the said highway right-of-way; thence N 00°24'58" E 272.00 feet leaving said highway right-of-way to the POINT OF BEGINNING; said described tract containing 0.05 Acres, more or less.

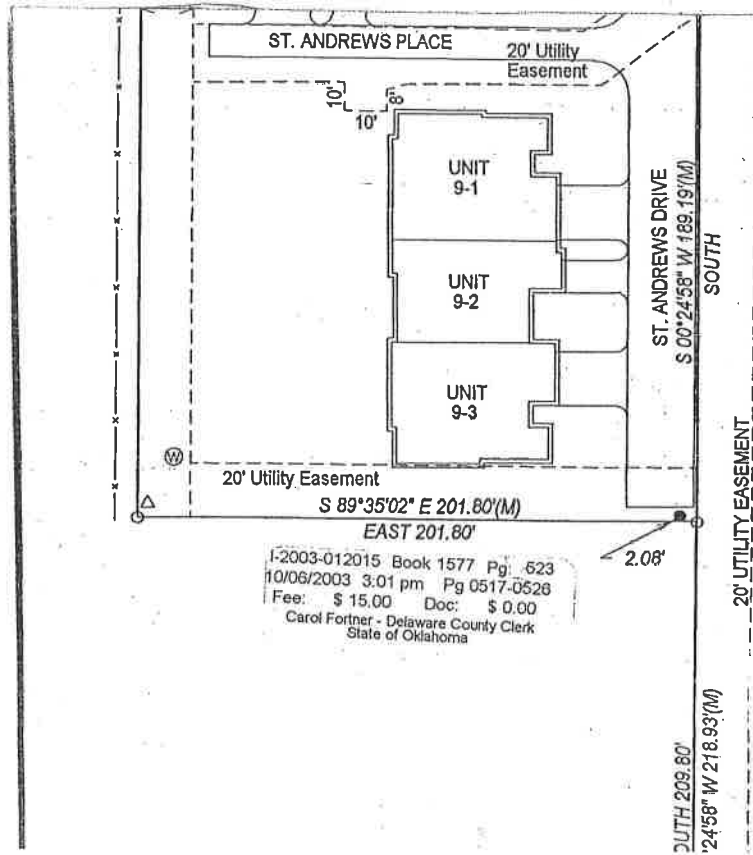
1-2003-012015 Book 1577 Pg: 522
10/06/2003 3:01 pm Pg 0517-0526
Fee: \$ 15.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

LAND SURVEYOR'S DECLARATION:

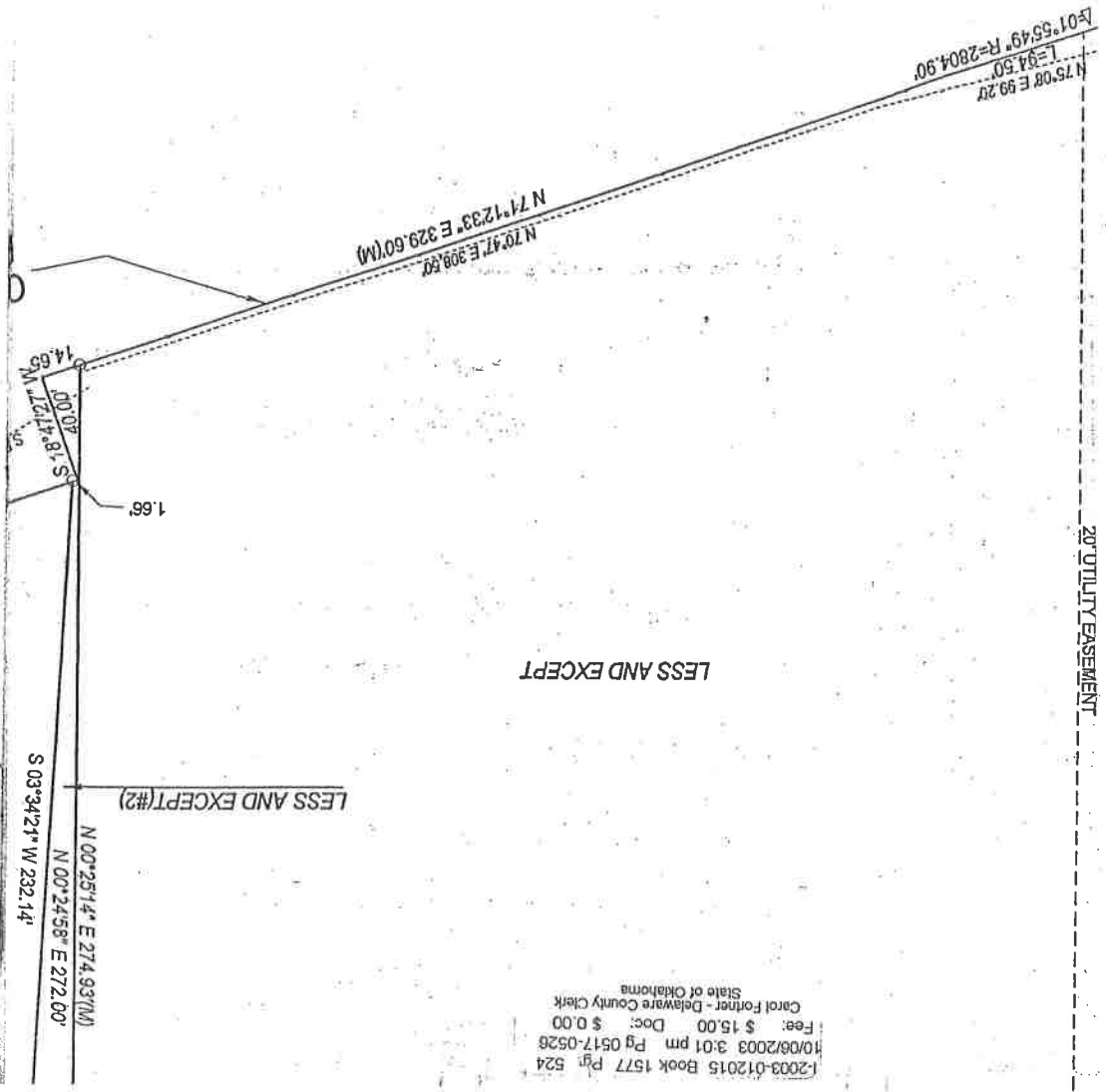
I HEREBY CERTIFY THAT THE HEREON PLATTED AND DESCRIBED SURVEY WAS COMPLETED UNDER MY SUPERVISION AND MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

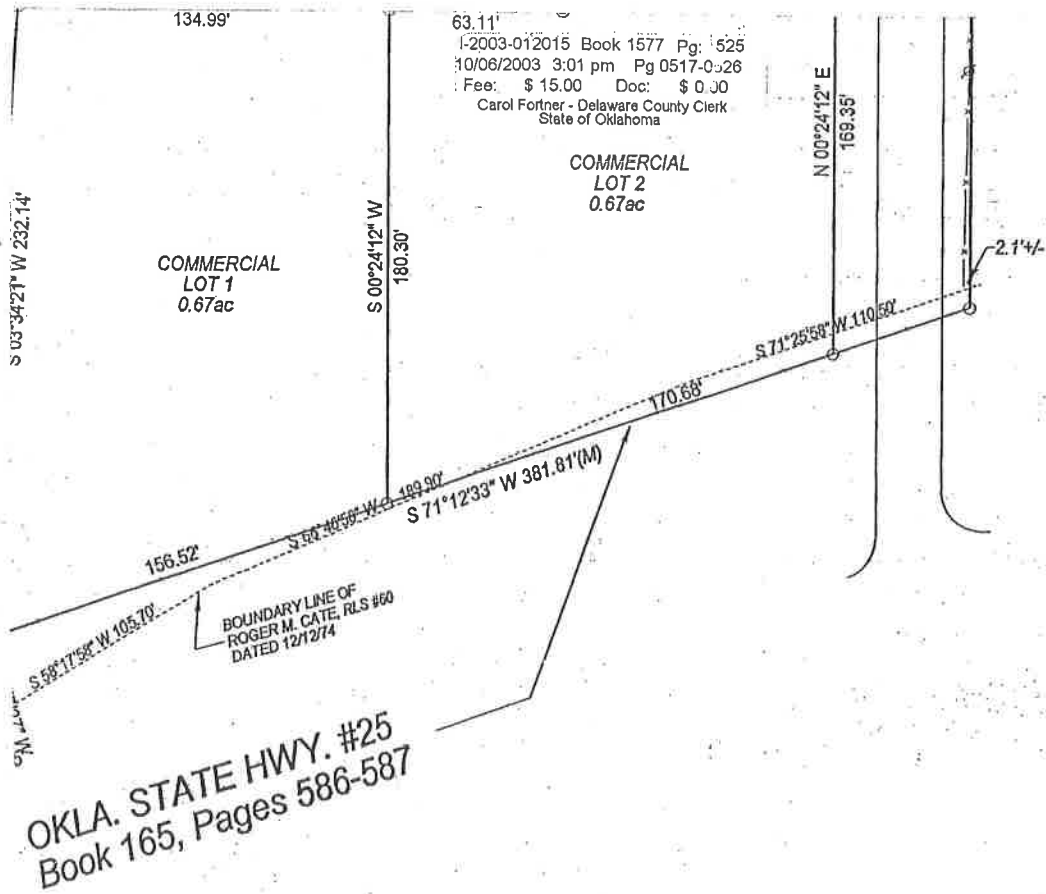
Kenneth E. Johnson 9/22/03
KENNETH E. JOHNSON, R.P.L.S. #1493





1-2003-012015 Book 1577 Pg. 524
10/08/2003 3:01 pm Pg 0517-0526
Fee: \$ 15.00 Doc: \$ 0.00
Carol Forner - Delaware County Clerk
State of Oklahoma





LAND SURVEYORS

P.O. BOX 450285

GROVE, OK 74345

918-786-7193

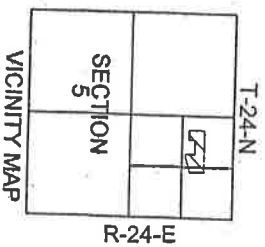
CA 3369 (LS) EXP. DATE 6/30/2005

I-2003-012015 Book 1577 Pg. 526
10/06/2003 3:01 pm Pg 0517-0526
Fee: \$ 15.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma



1" = 50'

BASIS OF BEARING: ASSUMED
S 89°25'04" E ALONG THE
NORTH LINE OF THE NE 1/4 OF
SECTION 5



- ⊗ FOUND BRASS CAP
- SET 5/8" IRON PIN
- FOUND IRON PIN
- ⊗ WATER METER
- △ GAS METER
- ⌘ POWER POLE
- ▮ TELEPHONE RISER
- (M) MEASURED

— x — FENCE

FOR WILLIAM MYERS

JOB #02146

DECLARATION OF UNIT OWNERSHIP ESTATES

FOR

THE VILLAGE AT ST. ANDREW'S

I-2004-001725 Book 1594 Pg 557
02/20/2004 2 31 pm Pg 0557-0628
Fee \$ 155 00 Doc \$ 0 00
Carol Fortner - Delaware County Clerk
State of Oklahoma

VK

KNOW ALL MEN BY THESE PRESENTS, that WILLIAM A. MYERS, of
Grove, Oklahoma, hereinafter designated as the "Declarant," does hereby make,
publish and declare as follows: That the Declarant is the owner of the fee simple title in
and to the following described land, together with all improvements thereon and
appurtenances thereto belonging, situated in Delaware County, Oklahoma, described per
Exhibit A attached hereto and incorporated herein by reference. All of the above property
is herein referred to as the "Property." The Declarant desires to convert all of the Property
to Unit Ownership Estates (hereinafter called "The Village at St. Andrew's") under the
Oklahoma Unit Ownership Estate Act; and

That, the Declarant, by these presents, has caused the Property to be subdivided
into Forty-One (41) Townhome "Units" and has caused each Unit to be assigned a Unit
Designation; and

That, the Declarant, will sell and convey each Townhome Unit to separate owners
subject to their respective rights in the Common Elements and otherwise subject to the
protective covenants, conditions, restrictions, reservations, liens, easements, privileges,
rights, and charges as hereinafter set forth.

THEREFORE, the Declarant hereby declares that the Property is submitted to the

provisions of the Oklahoma Unit Ownership Estate Act as presently existing (O.S.A.
Title 60, Chapter 11, Paragraphs 501 through 530, inclusive), hereinafter referred to as
the "Act," and shall be held, sold, conveyed, and owned subject to this Declaration for the
purpose of preserving the value, use and habitability of the Property. The terms of this
Declaration shall be binding on all persons having or acquiring any right, title or interest
in a Townhome Unit or in the Property and shall inure to the benefit of each Townhome
Owner. The Property and Townhome Units created by this Declaration shall be known as
"THE VILLAGE AT ST. ANDREW'S". Where the terms and conditions of this
Declaration are contradictory to the provisions of the Act, and where such contradictions
are not permissible according to law, the Act shall control.

ARTICLE I

DEFINITIONS

1.1 Unless it is plainly evident from the context in which a term is used that a
different meaning is intended, as used herein the following terms shall have the meaning
as defined by the Act, and as consistent therewith, shall have the following meanings:

- (a) "Act" shall have the meaning specified in the preamble hereof
- (b) "Association" means The Village at St. Andrew's Owners Association,
Inc., a non-profit corporation, organized under the laws of the State of Oklahoma for the
purpose of administering the Property and the Townhome Units and shall have the same
meaning as the term "Council of Unit Owners" has under the Act.
- (c) "Board of Directors" or "Board" means the Board of the Directors of the
Association
- (d) "Building" means one or more of the buildings or structures located on the

Property, more particularly shown on the Building Plans attached hereto and made a part hereof as Exhibit "B".

(e) "By-Laws" means the By-Laws of the Association existing from time to

time (f) "Certificate of Incorporation" means the Certificate of

Incorporation of the Village of St. Andrew's, Inc., Owners

Association.

(g) "Common Elements" means and includes all physical improvements and

appurtenances of the Property except those of the Units.

(h) "Common Expenses" means and includes:

(1) Expenses of administration, maintenance, repair or replacement of
the

Common Elements;

(2) Expenses agreed upon as common by all the Townhome Owners;

(3) Expenses declared as Common Expenses by the provisions of the

Act, or

this Declaration, or the Certificate of Incorporation, or By-Laws of the Association;

(4) Common Expenses are shared by all Townhome Units pro-rata

according

to their respective Ownership Interests.

(i) "Townhome Unit" is the same as a Unit Ownership Estate, which consists
of a Unit, together with its respective Ownership Interest in the Common Elements

(j) "Townhome Owner" or "Owner" means a person who owns a Townhome.

(k) "Declarant" shall have the meaning specified in the preamble hereof and

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02/20/2004 2 31 pm Pg 0557-0628
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State of Oklahoma

under the Act, and its successors (a "Successor Declarant") who have been granted and have assumed the duties, obligations, privileges and rights reserved to the original Declarant under this Declaration

(l) "Declaration" means this instrument, when duly recorded, by which the Property is submitted to the provisions of the Act. The Declaration may be amended from time to time.

(m) "Institutional First Mortgage" means a mortgage owned or held by an Institutional First Mortgagee

(n) "Majority of Ownership Interests" means the owners of more than fifty percent (50%) of the aggregate interest in the Common Elements as established by this Declaration and as listed in Exhibit "C" hereto. Further, any specified percentage or proportion of Ownership Interests means such percentage or proportion of the aggregate of such undivided ownership

(o) "Mortgagee" or "Institutional First Mortgagee" means a bank, Federal or State savings and loan association, insurance company, mortgage company, real estate investment or business trust, pension fund, an agency of the United States government, any other lender generally recognized as an institutional type lender, or the Declarant (including any nominee of Declarant) owning and holding a mortgage encumbering a Townhome Unit.

(p) "Owner" means a Townhome Owner.

(q) "Ownership Interest" means the proportionate undivided interest in the Common Elements which are appurtenant to a Townhome Unit. The Ownership Interest for each Townhome is set out on Exhibit "C".

(r) "Person" means an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof ,

(s) "Property" shall have the meaning as specified in the preamble hereof.

(t) "Recordation" means to file of record in the office of the County Clerk in Delaware County, Oklahoma, in the manner provided by law for recordation of instruments affecting real estate

(u) "Unit or Townhome Unit" means an enclosed part of a Building intended for use as a residence with direct access to a common area, including the several rooms and enclosed spaces therein, as shown on the attached building plans, but not including building load-bearing walls and the roof of each Unit. Each Unit excludes the building load-bearing walls, but includes all room dividing partitions (other than load-bearing walls), and the contents of such partitions (except for utility chases), interior to the Unit. Each Unit includes decorations of the surfaces on load-bearing walls within the Unit, and on the Unit's ceilings, and floors (i.e. wallpaper, tile, carpet, paint and finishing materials) interior to the Unit. Also included as part of a Unit are the appliances, fixtures, and equipment contained within the Unit, including such Unit's heating and air-conditioning heat exchanger and fan coil units. All utility services within the Unit shall be part of such Unit (i.e., to the point of termination at the surface interior to the Unit) Electrical conduits, plumbing pipes, telephone lines, and other facilities for the furnishing of utility services to units located within utility chases within a Unit are not part of the Unit, but are part of the Common Elements. The Association shall have the authority to interpret this section in the event of a dispute between the Association and a Townhome Owner, or between or among Townhome Owners or any other person, as to what does or does not

comprise a part of a particular Unit or the Common Elements, and such determination of the Association shall be binding

(v) "Unit Designation" is part of the legal description of the Unit, as shown in Exhibit "C" according to the Act. No other letter or number is necessary to designate a Unit and its Ownership Interest in a legal description.

(w) "Unit Owner" means a Townhome Owner.

(x) "Unit Ownership Estate" means the estate contemplated by the Act, consisting of a single Unit in one of the Buildings together with the Ownership Interest in the Common Elements attributed to that Unit.

ARTICLE II

DESCRIPTION OF IMPROVEMENTS

2.1 General Improvements. The Unit Designation and a particular description of each Unit subject hereto is contained in the short description of each Unit attached hereto as Exhibit "B" and made a part hereof. Each Building is generally made of stucco, concrete, metal roofs and other common building materials

2.2 Identification of Units and Common Elements The Units and all other improvements constructed on the Property are set forth in detail in Exhibit "B" attached hereto. Each Unit is described in such a manner that there can be determined therefrom the identification, location and dimensions of such Unit and the Common Elements appurtenant thereto. Each Unit is identified by a number so that no Unit bears the same designation as any other Unit. All remaining areas are Common Elements.

ARTICLE III

TOWNHOME OWNERSHIP

3.1 Independent Use and Fee Simple Ownership Each Townhome shall be conveyed as separate real property capable of independent use and fee simple ownership. The owner of each Townhome shall own, as apart thereof, an undivided interest (the Ownership Interest) as listed in Exhibit "C" hereto, in and to all Common Elements.

3.2 Townhome Described. Each Townhome consists of a Unit as shown on Exhibit "A" together with its respective Ownership Interest in the Common Elements. The Ownership Interest which is appurtenant to each Townhome shall not be separated from such Townhome, and shall not be altered except with the unanimous consent of all Townhomes whose Ownership Interests are affected, which consent shall be expressed by an amended declaration duly recorded. The space within each Unit shall not be further subdivided into more than one Unit. The Common Elements shall remain undivided.

3.3 Waiver of Right to Partition of Common Elements. The Declarant and each subsequent Owner of any interest in a Townhome, by acceptance of a conveyance or any instrument transferring an interest, waives the right of partition of Ownership Interests held as tenants in common in the Common Elements.

3.4 Perpetual Easement for Ingress and Egress All Townhome Owners shall have as an appurtenance to their Townhomes: a perpetual easement for ingress to and egress from their Units over driveways, walks and other Common Elements, and from and to the public streets bounding and within the boundaries of the Property, which access shall not be restricted except as may reasonably be required in order to assure the security of the Townhomes and a perpetual right or easement in common with all

Townhome Owners to the use and enjoyment of all General Common Elements.

I-2004-001725 Book 1594 Pg 564
02/20/2004 2 31 pm Pg 0557-0628
Fee \$ 155 00 Doc \$ 0 00
Carol Fortner - Delaware County Clerk
State of Oklahoma

ARTICLE IV

COMMON ELEMENTS

4.1 Common Elements Described. The Common Elements shall include those elements described in the definition of "Common Elements" above.

4.2 Common Elements Described Common Elements shall include the Property, as defined above, in fee simple, including all of the following described elements, to-wit:

- (a) The foundations, columns, girders, beams, supports, load-bearing walls, roofs of all Buildings, and any Unit owned by the Association.
- (b) Installations of services such as power, light, natural gas, fire systems, hot and cold tempered water, cable television, incinerating and trash, and heating and air conditioning; and
- (c) The tanks, pumps, motors, fans, compressors, ducts and in general, all apparatus and installations existing for common use or for the common areas; and
- (d) All personal property held and maintained for the joint use and enjoyment of all Townhome Owners, and
- (e) All other elements of the Property necessary or convenient to its existence, maintenance and safety and normally in common use.

4.3 Limited Common Elements. The driveway leading to any Townhome Unit shall be a common element, but limited to the use of that Townhome owner, his or her guests and invitees

ARTICLE V

ADMINISTRATION OF UNIT OWNERSHIP ESTATES

5.1 The Association. The operation and management of the Townhouses shall be administered by The Village at St. Andrew's Home Owners Association, Inc., an Oklahoma non-profit corporation (the "Association").

5.2 Powers of Association. The Association shall have all of the powers and duties incident to the operation of the Townhomes as set forth in this Declaration, the Association's By-Laws and Certificate of Incorporation, as well as all of the powers and duties set forth in the Oklahoma Unit Ownership Estate Act where the same are not permissibly in conflict with or limited by this Declaration and said By-Laws and Certificate of Incorporation. True and correct copies of the Certificate of Incorporation and the By-Laws of said Association are attached hereto and incorporated herein in full, and marked Exhibit "D" and Exhibit "E" respectively.

5.3 Liability of Officers. In discharging their duties and responsibilities, the Board and the officers of the Association act on behalf of and as representatives of the Association, which acts in the interest of the Townhome Owners. No person acting in any such capacity shall be individually or personally liable or obligated for the good faith performance or failure of performance of such duties. To the extent and in the manner permitted by the laws of the State of Oklahoma and specifically as is permitted under Section 1031 of Title 18 of the Oklahoma Statutes, the Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the Association, by reason of the

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02/20/2004 2 31 pm Pg 0557-0628
Fee \$ 155 00 Doc \$ 0 00
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State of Oklahoma

fact that such person is or was a Director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement.

ARTICLE VI

EFFECT OF DECLARATION

6.1 The provisions of this Declaration shall be applicable and effective upon Recordation, except for specific provisions or portions hereof stating otherwise.

ARTICLE VII

MEMBERSHIP AND VOTING RIGHTS

7.1 Record Owners Are Members. All Townhome Owners, which ownership is evidenced by recordation of a proper instrument in the public records of Delaware County, Oklahoma, including Declarant, shall automatically be members in the Association and their memberships shall automatically terminate when they no longer own such interests.

7.2 Townhome Unit's Vote. Each Townhome Unit shall be allotted a vote to be cast by each respective Townhome Owner as a member of the Association in governing of the affairs of the Property. The vote of each such Townhome Unit shall be equivalent to its Ownership Interest. Except as specifically otherwise provided in the Association's Certificate of Incorporation, the By-Laws or in this Declaration, the affairs of the Association shall be governed by a majority vote of Ownership Interests present at

any duly authorized meeting of the members, provided a quorum is present.

7.3 Association Controlled by the Board All the affairs, policies, regulations and property of the Association shall be controlled and governed by the Board of Directors of the Association. The Board shall be elected by the Townhome Owners entitled to vote except as otherwise provided in Section 21.8, hereof. A Director need not be a Townhome Owner. Provided, however after this Declaration has been of record for three (3) years a Director shall be an owner, employee or agent of an owner, officer or trustee of an owner or have such other legal relationship as the Board deems sufficient

7.4 Declarant's Control of the Board The provisions of this Declaration or the Certificate of Incorporation or By-laws of the Association to the contrary notwithstanding, Declarant shall have the right to appoint a sufficient number of members of the Board to maintain control of the Board as provided in Section 21.8 below under the conditions imposed thereunder

ARTICLE VIII

COMMON EXPENSES, ASSESSMENTS, COLLECTION LIEN, ENFORCEMENT LIMITATIONS

8.1 Annual Budget. The Board shall approve an annual budget (in the form of a pro-forma operating statement) in advance for each fiscal year and the budget shall project estimated Common Expenses in sufficient detail to show separate estimates for insurance as set forth herein. In determining the annual budget for such Common Expenses, the Board shall provide for an operating reserve fund for capital expenses for those Common Elements which must be improved, repaired or replaced on a periodic basis, provided, however, while the Declarant is entitled to appoint a majority of the

Board of Directors, it shall not be necessary for the Association to budget for a reserve fund for capital expenses. Failure of the Board to include any item in the annual budget shall not preclude the Board from levying an additional assessment in any calendar year for which the budget has been projected. Any increase in insurance, utility services, governmental taxes or charges initiated by such agency, vendor, or provider may be passed on in additional assessments as such increase occurs (increased expense assessment)

8.2 Monthly Payment of Annual Assessment The Association shall assess the annual budgeted sum or annual assessment by delivering or mailing notice thereof to the Townhome Owner designated on the books of the Association as the voting member representing each Townhome Unit at such Townhome Owner's most recent address as shown by the books and records of the Association. One-twelfth (1/12) of the annual assessment shall be due and payable in advance to the Association on the first day of each month, except that payments in advance for more than one-twelfth (1/12) will be accepted. Any increased expense assessment as set out in 8.1 above shall be included in the next monthly statement after the Board is advised of such increase.

8.3 Special Assessments Special assessments may be levied by the Board from time to time to meet other needs or requirements of the Association in the operation and management of The Village at St. Andrew's as more particularly provided in the By-Laws.

8.4 Liability Cannot Be Avoided. The liability for any assessment or portion thereof may not be avoided by a Townhome Owner or waived by reason of such Townhome Owner's waiver of the use and enjoyment of any of the Common Elements or

by his abandonment of his Unit.

8.5 Personal Liability for Assessment, Enforcement Expenses The Townhome

Owners of record shall be personally liable to the Association for the payment of all assessments, regular or special, made by the Association and for all costs of collection including attorney's fees of delinquent assessments. An individual Townhome Owner may be assessed for expenses of collection Expenses incurred by the Association as a result of the violation of the rules, By-Laws, Certificate of Incorporation of the Association or of this Declaration by the Townhome Owner or his tenants or guests may be assessed against such Townhome Owner. Assessments may be made against each Townhome Owner for utility services which are not individually metered, but which are commonly metered with other residential properties.

8.6 Interest on Unpaid Assessments. Assessments that remain unpaid for over thirty (30) days after the due date shall bear interest at the legal rate allowed by law in Oklahoma on judgments until paid.

8.7 Lien for Unpaid Assessments. The Association shall have a lien on each Townhome for any unpaid assessment, interest and collection costs (including attorney's fees) thereon which have been assessed against the Townhome Owner. The said lien shall be effective from and after the date on which such assessment becomes due. Such lien on such Unit shall be prior to all other liens except the following:

- (a) Assessments, liens and charges for taxes past due and unpaid on the unit;
- (b) Judgments entered in a court of record prior to the date such Common Expense assessment becomes due;

(c) Mortgages or other such encumbrances duly recorded prior to the date
such
assessment becomes due,

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(d) Mechanics and materialmen's liens arising from labor performed or
material
furnished upon a Unit prior to the date such assessment becomes due; and

(e) Mechanic's and materialmen's liens for labor performed or material
furnished upon the Common Elements to the extent of the proportionate part chargeable
to the Unit Owners which constitute a part of an assessable charge for Common
Expenses, satisfaction of which shall discharge the assessment to the extent of the
payment made. In the event assessments against a Townhome Unit are not paid within
sixty (60) days after their due date, the Association shall have the right to foreclose its
lien for such assessments. The Board may take such action as it deems necessary to
collect assessments by personal actions or by enforcing and foreclosing said lien and may
settle and compromise the same if in the best interests of the Association. The delinquent
Townhome Owner shall pay all costs, including reasonable attorneys' fees, for filing any
action or suit enforcing and foreclosing a lien, and the lien shall be deemed to cover and
secure such costs and fees. The Association shall be entitled to bid at any sale pursuant to
a suit to foreclose an assessment lien and to apply as credit against said bid all sums due
the Association which are covered by the lien enforced. During the period of any
foreclosure proceeding, the Owner of the Townhome Unit being foreclosed shall be
required to pay to the Association the monthly assessment for the Townhome Unit and
shall be required to pay a reasonable rental value of such Townhome Unit, and the

Association shall be entitled to the appointment of a receiver to collect same.

8.8 First Mortgagee in Foreclosure Not Liable for Past-Due Assessments A first mortgagee acquiring title to a Townhome Unit by foreclosure of its mortgage or by acceptance of a voluntary conveyance in lieu thereof, or a purchaser at judicial sale resulting from the foreclosure of a first mortgage and its successors and assigns shall acquire title free and clear of all delinquent assessments of such Townhome Unit. Provided, however, this provision shall not allow the new Townhome Owner to avoid his proportionate share of any special assessment which may be made on all Townhome Units after the new Townhome Owner's acquisition of title and which is made as a result of such delinquent assessments.

8.9 Purchaser's Joint Liability for Past-Due Assessments' Estoppel Letter of Association. Except as provided in Section 8.8, above, any Person who acquires an Ownership Interest in a Townhome Unit shall be personally liable, and jointly and severally liable with the grantor, for all unpaid assessments up to the time of the transfer of ownership. Provided, however, any Person purchasing or encumbering a Townhome Unit shall have the right to rely upon any statement made in writing by an officer of the Association regarding assessments which have already been made and which are due and payable to the Association, and the Association and the Townhome Owners shall be bound thereby.

8.10 Declarant's Assessment Reduced. Notwithstanding any provisions to the contrary contained herein, Declarant shall be required to contribute only twenty percent (20%) of the declared assessments for all completed Townhome Units owned by it, subject to the reduced assessment are unoccupied. Provided, however, the Declarant shall

contribute one hundred percent (100%) of its assessments to any completed and occupied Unit.

8.11 Commencement of Regular Assessments. The regular assessments shall commence as to all Townhome Units on the first day of the calendar month following the month in which the first sale of a Townhome Unit occurs transferring title to an Owner other than a Successor Declarant.

ARTICLE IX

INSURANCE

9.1 Power of Attorney to Procure Insurance. Each Townhome Owner upon acceptance or acquisition of title to such Townhome Unit thereby irrevocably constitutes and appoints the Association his true and lawful attorney in fact to select, procure, place, maintain and manage all forms of insurance hereinafter required to be provided. This provision, however, shall not prevent a Townhome Owner from securing additional separate insurance as it may desire.

9.2 No Insurance on Personal Property. Unless the Board of Directors elects to obtain a blanket personal property or contents policy for the Townhome Owners, no such policy shall be administered by the Association.

9.3 Insurance to Be Procured. The Association shall procure insurance for the benefit of the Association and the Townhome Owners and their mortgagees as their interests may appear, specifically including, but not limited to, fire and extended coverage

upon the Buildings comprising the Townhome Units and personal property owned by the Association in amounts equal to the maximum replacement value thereof, general comprehensive liability insurance, fidelity bond covering officers and employees, and employees of any manager or managing agent, directors indemnity, and workmen's compensation as may be required by law. All such policies of insurance must be issued by a responsible insurance company or companies licensed and authorized to do business in Oklahoma, the premium rates not to exceed the standard rates established by the Oklahoma State Insurance Commission. All such insurance policies must be issued in blanket policy form, naming the Association as the insured, together with the individual Townhome Owners (who need not be specifically listed by name).

9 4 Mortgagee Endorsements. Provisions shall be made for the issuance of certificates of mortgage endorsements to the mortgagee of each Townhome Owner if requested

9 5 Insurance Cost a Common Expense. Premiums on insurance policies purchased by the Association shall be paid by the Association as a General Common Expense. Provided, however, the cost of such insurance shall be distributed to the Townhome Owners in a manner so as to take into consideration the respective use of each Townhome Unit; and, if rates are higher for any use of a particular Townhome Unit, then that Townhome Unit shall bear the additional expense due to such use.

ARTICLE X

RESPONSIBILITY FOR MAINTENANCE AND REPAIRS

10.1 Townhome Owner-Unit Maintenance. Each Townhome Owner shall be solely responsible for the maintenance, repair and replacement of all plumbing, electrical,

air conditioning and heating equipment and installations which provide service exclusively to such Unit Owner's Unit. All appliances, including but not limited to, hot water heaters, washers, dryers, private spas, located within the Unit or on the Common Elements, disposals, ovens, ranges, refrigerators, garage door openers, cleaning systems and ventilating systems shall be maintained, repaired, and replaced at the sole cost and expense of the Owner of the Units in which such appliances are installed or serviced.

10.2 The Association The Association shall be responsible for the maintenance, repair and replacement of all the Common Elements (except those specified herein as being the responsibility of the Townhome Owner), including those portions thereof which contribute to the support of the Buildings. Building roofs, and the painting and maintenance of other exterior portions of said Buildings shall also be the Association's responsibility. Except as otherwise provided herein, all repairs to the Common Elements shall be borne by the Association as a Common Expense. Should any damage be caused to any Townhome Unit by reason of any work which may be caused to be done by the Association in the maintenance, repair or replacement of the Common Elements, the Association shall bear the expense of repairing such damage as a General Common Expense.

10.3 Enforcement in Court of Equity. In the event a Townhome Owner fails to maintain his Townhome Unit as required herein or makes any structural addition or alteration without the required written consent of the Board, the Association shall have the right to proceed in a court of equity to seek compliance with the provisions hereof.

ARTICLE XI

RECIPROCAL EASEMENTS. ENCROACHMENTS

11.1 Easements to Association for Repairs. Each Townhome Owner hereby grants easements to the Association to enter onto each Townhome Unit, or to utility companies to enter onto each Townhome Unit to repair or replace or improve the plumbing, heating, air-conditioning and electrical systems or other utility services contained in the Common Elements, or for any purpose reasonably related to the performance of the Association of its responsibilities under this Declaration. The Association's agents or employees shall have the right, after reasonable notice (except in the case of an emergency, in which event no notice shall be required) to the Townhome Owner (or the tenant occupying such Unit, as the case may be), to enter his Townhome Unit or Common Element accessible from each Townhome Unit, at reasonable hours (except in the case of an emergency). Any entry into a Townhome Unit shall be made with as little inconvenience to the Townhome Owner (or tenant) as possible and any damage caused shall be repaired at the cost of the Association (except in the case where such access is to service an emergency related to such Townhome Unit). Each Townhome Owner shall provide the Association two (2) keys to all locks to entry doors to their Unit so as to allow such access.

11.2 Encroachments If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any encroachment shall hereafter occur as the result of settling of the building, or alteration to the Common Elements made pursuant to the provisions herein, or as the result of repair and restoration, a valid easement shall exist for the continuance of such encroachment for so long as the same shall exists.

ARTICLE XII

USE RESTRICTIONS AND REGULATIONS

12.1 Townhome Units Use. Each Townhome Unit is hereby restricted to single family, residential use by the Townhome Owner thereof, and his or her immediate family, with normal use of guests, invitees and tenants.

12.2 Leasing. A Townhome Unit may be leased or rented for a period of not less than one (1) year by the Townhome Owner under terms and conditions he or she deems appropriate. The above notwithstanding, nothing herein shall be construed to prohibit the granting of a lease of a Townhome Units of lesser term by a first mortgagee in possession or by the Association during foreclosure proceedings. The provisions of this section shall not apply to the Declarant

12.3 Nuisances. Trash Prohibited. No nuisances (including, without limitation, the emitting of noise or odors from a Townhome Unit) shall be allowed to be committed or maintained upon the Property, or within a Townhome Unit, nor any use or practice that is the source of annoyance to residents of the Townhome Units or which interfere with the peaceful possession and proper use of the Property. All parts of the Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard shall be allowed to exist. No Townhome Owner shall permit any use of his Townhome Unit, or make use of the Common Elements, that will increase the cost of insurance upon the Townhome Property.

12.4 Offensive Uses Prohibited. No immoral, improper or offensive use shall be made of the Property nor any part thereof and all laws, zoning ordinances and

regulations of all governmental authorities having jurisdiction of the Townhomes shall be observed.

12.5 Regulations. The following regulations shall apply to the premises other reasonable regulations concerning the use of the Property may be made and amended from time to time by the Board of Directors of the Association including the use of the recreational facilities by persons other than Townhome Owners.

(a) Television antennas and individual satellite dish installations are prohibited unless done by the Association

(b) Pets shall be limited to dogs, cats and birds and shall not exceed a combined three (3) in number and shall at all times be on a leash or within the immediate control of its Owner

(c) No motor homes or trailers shall be parked on any limited or general common areas except on a temporary basis.

12.6 Association May Inspect. Upon reasonable notice to the Townhome Owner, the Board or the agent and employees of the Association may enter any Townhome Unit for the purpose of inspection of the Townhome Unit or the Common Elements to determine the necessity for repair or maintenance or to determine compliance with these restrictions, reservations, covenants, conditions and easements, and the By Laws of the Association

12.7 Signs Limited. Except as otherwise expressly permitted by the Association, no sign, poster, writing, symbol, advertisement or notice of any type shall be shown on the Common Elements or on the exterior of any Townhome Unit and no exterior antennas and aerials shall be erected except as provided under uniform

regulations promulgated by the Association. The preceding notwithstanding, so long as Declarant owns a Townhome Unit held out for sale, Declarant shall have the right, without the consent of any Person or of the Association, to install such signs, poles, posters, writings, symbols, and advertisements as it deems appropriate in any location on the Property, or on any Building, in connection with its sales program for the sale of Townhome Units to the public.

12.8 Use of Common Elements. A Townhome Owner shall not place or cause to be placed in the Common Element areas furniture, packages, objects or things of any kind. Provided, however, patios, terraces or balconies may contain typical patio furniture but may not contain any other type of furniture or appliance, such as refrigerators, freezers, wardrobes, storage bins, boxes, trash, or other items which, in the judgment of the Board of Directors, would detract from the general appearance or safety of the Property. Such areas shall be used for no other purpose than for the normal use for which they are intended. The Association may make such other rules and restrictions concerning the use of the Common elements as it deems necessary and desirable to promote the health, safety, welfare and appearance of the Property and its occupants. The Association shall not permit the commercial use of any portion of the Common Elements by the Association, a Unit Owner or a licensee or designee of the Association. Commercial use as used herein shall include any trade or business, whether or not for profit.

12.9 Attachments to Buildings. It is prohibited to install appliances in the windows or on the patios, terraces, or balconies, or from the facades of the Buildings, or to attach any item to the Buildings which would detract from the general appearance of the Property.

12.10 Exemptions of Declarant. The Declarant shall be exempt from all provisions herein requiring the consent of the Association

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ARTICLE XIII

LIMITATIONS UPON RIGHT OF TOWNHOME OWNER TO MAKE ALTERATION

13.1 General. No Townhome Owner (without prior approval of the Board) shall make any structural modifications or alterations of the Townhome Unit, or cause any improvements or changes to be made on or to the exterior of the Building or to the terraces, including painting or other decoration, the installation of awnings, shutters, electric wiring and other things which might protrude through or be attached to the walls of the Building. In giving approval for any such alterations, the Board may impose any requirements or restrictions which it deems appropriate, and thereafter, the Association shall not be stopped from later revoking or changing such approval or conditions of such approval. Nothing herein shall be construed to prevent the alteration of the interior walls, arrangement or design of any Townhome Unit provided that any such alteration shall not affect the structure of any Building or the perimeters of any Unit.

13.2 Approval of Plans By Board. Other than the Declarant, Owners may not do any construction or renovation without written notification to the Association at least seventy-two (72) hours in advance. All proposed plans for construction by Townhome Owners other than the Declarant must be approved by the Board. In giving such approval, the Association may impose any reasonable requirement upon any Townhome Owner prior to construction, including without limitation, the posting of a performance bond and such engineering reports and studies at the expense of the Townhome Owner as may be

reasonable under the circumstances to assure the Association of the continued safety, structural integrity, and appearance of the Buildings. Any costs reasonably incurred by the Association in reviewing and approving or rejecting such plans shall be borne by the Townhome Owner and shall have the status of a special assessment against the Unit.

13.3 Permits. The Association may reasonably restrict the time and manner of construction, except as it relates to the Declarant. Owners other than the Declarant, if requested by the Board, must provide the Association with a \$500.00 security deposit prior to commencing construction or renovation. Owners other than the Declarant, must provide copies of proper permits, licenses, insurance certificates, plans and specifications to the Association before commencing with work. Owners must use only properly licensed workers.

ARTICLE XIV

ADDITIONS, ALTERATIONS OR IMPROVEMENTS, BY THE ASSOCIATION: LIMITATION UPON LIABILITY OF THE ASSOCIATION

14.1 When the Board shall determine that additions, alterations or capital improvements in excess of the usual budgeted items of maintenance are required and the making of such additions, alterations or improvements has been approved by the Townhome Owners in accordance with the terms of this Declaration and the By-Laws, then the Board shall proceed with such additions, alterations or improvements and, unless financed through borrowing by the Association, shall specially assess all Townhome Owners for the cost thereof as a Common Expense. Any such special assessment may, if so directed by the Board, be made in installments.

14.2 Latent Defects Association Non-Liable. The Association shall not be liable

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for injury or damage to the Property of a Townhome Owner caused by any latent condition of the Property, notwithstanding the Association's duty to repair and maintain the Common Elements

14.3 Additions to Property The Association shall have the power to purchase, improve, maintain, operate, encumber and use real estate not now a part of the Property and to cause same to be submitted to this Declaration and to the Act; provided that no such purchase shall be permitted by the Association until after control of the Association has vested in the purchasers of Townhome Units according to Section 21.9 hereof. Further provided, all such real estate must be annexed for the purposes ancillary to the operation of the Property as is contemplated by the original terms of this Declaration.

ARTICLE XV

AMENDMENT OF DECLARATION

15.1 Amendment. Except for changes resulting as provided in Section 21.3 and Section 21.6, this Declaration and the restrictions, reservations, covenants, conditions and easements hereof may be modified or amended in a manner not in conflict with the Act by Recordation of such modification or amendment signed by Townhome Owners having seventy-five percent (75%) of the Townhome Unit Ownership Interests; or in the alternative, this Declaration may be amended at any regular or special meeting of the Unit Owners called or convened in accordance with the By-Laws upon the affirmative vote of voting members casting not less than seventy-five percent (75%) of the total vote of the members of the Association and the execution by the Association of a certificate of the amendment with the formalities of a deed and recording same in the public records of

Delaware County. Provided that no amendment of this Declaration shall be adopted which would operate to affect the validity or priority of any Institutional First Mortgage or which would alter, amend or modify, in any manner whatsoever, the rights, powers and privileges granted and reserved in favor of any Mortgagee or the Declarant without the consent of one hundred percent (100%) of the affected parties, the holders of Institutional First Mortgages or of the Declarant, as the case may be. The public may rely on the affidavit of the President of the Association, duly Recorded for purposes of determining whether the persons consenting to such a modification or amendment are, in fact, Owners or Mortgagees, or the Declarant

(a) Such an amendment may change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the Owner of the Unit shares the Common Expenses

(b) If it appears that through scrivener's error a Unit has not been designated as owning an appropriate undivided share of the Common Elements or does not bear an appropriate share of the Common Expenses, or that all the Common Expenses, or if all of the Common Elements have not been distributed in this Declaration so that the sum total of the shares of Common Elements which have been distributed or the sum total of the shares of the Common Expenses or ownership of Common Profits fails to equal one hundred (100%) percent, or if it appears that more than one hundred (100%) percent of Common Elements or Common Expenses or ownership of Common Profits have been distributed, the error may be corrected by filing an amendment to this Declaration approved by the Declarant or the Board or a majority of the Unit Owners. To be effective

the amendment must be executed by the Declarant, the Board or majority of the Unit Owners, as the case may be, and the Owners of the Units and the Mortgagees of the Units affected by the modifications being made. No other Unit Owner is required to join in or execute the amendment.

(c) The Common Elements designated by this Declaration may be enlarged by an amendment in the Declaration. The amendment must describe the interest in the property and must submit the property to the terms of this Declaration. The amendment must be approved and executed as provided herein. The amendment shall vest title in the Unit Owners as part of the Common Elements, without naming them and without further conveyance, in the same proportion as the undivided shares in the Common Elements which are appurtenant to the Unit owned by them.

(d) No amendment shall be passed which shall impair or prejudice the rights and priorities of Mortgagees or the Declarant.

(e) Notwithstanding the foregoing, the consent or joinder of owners of liens on a Townhome shall only be required for amendments materially affecting the rights or interests of the lien holder or as otherwise required by the Federal National Mortgage Corporation or the Federal Home Loan Mortgage Corporation, provided that such a requirement provides that such consent may not be unreasonably withheld.

15.2 Amendments by the Board. Notwithstanding anything contained herein to the contrary, while the Declarant is entitled to appoint a majority of the Board of Directors, the Declaration may be amended by a majority of the Board of Directors provided that such Amendment shall not change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, nor

increase the proportion of Common Expenses nor decrease the ownership of Common Elements borne by a Unit Owner or change a Unit Owner's voting rights without the consent of the affected Unit Owners. No amendment pursuant to this subsection may change the configuration or size of any Residential Unit in any material fashion, materially alter or modify the appurtenances to the Unit or change the proportion or percentage by which the Owner of the Unit shares the Common Expenses. Said amendment need only be executed and acknowledged by a majority of the Board. The consent of the Unit Owners, the owner and holder of any lien encumbering a Unit or any others, shall not be required.

15.3 Separability of Provisions. Invalidation of any one or more of these restrictions, reservations, covenants, conditions and easements or any provision contained in this Declaration or in a conveyance of a Townhome Unit by the Declarant by a judgment, court order or law, shall not affect any of the other provisions which shall remain in full force and effect.

15.4 Binding Effect. These restrictions, reservations, covenants, conditions and easements shall be binding upon and inure to the benefit of all Townhome Owners and their grantees, heirs, devisees, personal representatives, successors and assigns, and all parties claiming by, through or under them, and the same are deemed as appurtenant to each Townhome Unit. No such right shall be materially modified or abridged without the consent of the Townhome Owner affected. For purposes of this section to "materially modify or abridge" means to cause a material reduction in value of such Townhome Unit.

ARTICLE XVI

SALE OR TRANSFER OF UNITS

16.1 Notice to Association. Concurrently with the completion of the sale or other transfer of a Unit, either by court order, termination of joint tenancy, devise, or operation of intestate succession, the Transferee shall notify the Board in writing ("Notice") of such transfer. The Notice shall set forth (i) the name of the transferee and the transferor, (ii) the street address or Unit Designation of the Unit (iii), the transferee's mailing address and (iv) the date of the sale or other transfer. Prior to receipt of the Notice, any and all communication required or permitted to be given by Declarant, the Association or the Board shall be duly made and given to the Transferee if duly and timely made and given to the Owner of the Unit reflected on the Association's books prior to receipt of the Notice.

16.2 Transfer Fee. Any Unit Owner, other than the Declarant, who sells his Unit to any third party will be subject to a \$100.00 transfer fee payable to the Association at closing. Provided, however, this fee will not be owed where ownership of the Unit is transferred by means other than sale, i.e., termination of joint tenancy, court order, devise or by operation of intestate succession.

ARTICLE XVII

TERMINATION OF UNIT OWNERSHIP ESTATES

17.1 Obsolete Property. Ninety percent of the Ownership Interests may agree that the Property is obsolete in whole or in part and whether or not the same shall be renewed and restored or the Property sold and the proceeds of sale distributed, provided that in either such event the consent of all the holders of first mortgages must first be

obtained. If such agreement and consent provides for the renewal or restoration of the Property, then the expense thereof shall be payable by all the Townhome Owners as a Common Expense. However, if such agreement and consent provides for the Property to be sold, then the Property shall be subject to partition at the suit of any Townhome Owner, in which event the proceeds of sale shall be divided among all Townhome Owners according to their Ownership Interests after first applying such shares to the payment of all liens on the respective Townhome Units of each Townhome Owner.

17.2 Repair of Damage Due to Casualty or Eminent Domain. Except as hereinafter provided, damage to or destruction of a Building due to casualty or taking by eminent domain shall be promptly repaired and restored by the Association, using the proceeds of insurance on the Building for that purpose or using the compensation to be paid for the taking by eminent domain, as the case may be. Provided that any compensation to a Townhome Owner resulting from a taking under eminent domain shall first be applied to the payment of all liens on the Townhome Unit of each Townhome Owner. If there is substantially total destruction or taking of the Property, or if seventy-five (75%) percent of the Ownership Interests and all of the holders of first mortgages agree not to proceed with repair or restoration, then the Property shall be subject to partition at the suit of any Townhome Owner, in which event the net proceeds of sale, together with the net proceeds of insurance, shall be divided among the Townhome Owners according to their Ownership Interests, after first applying such sums to the payment of all liens on the respective Townhome Unit of each Townhome Owner.

17.3 Application of Proceeds of Insurance or Condemnation. Nothing herein contained shall be construed to abridge the contractual right, if any, of the holder of a first

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mortgage on any Townhome Unit to require the application of any casualty insurance policy, or the proceeds of any condemnation proceedings, first to the reduction of such mortgage (in the event the mortgaged property is not to be restored) or to pay for the repair, restoration or reconstruction of the mortgaged property, (in the event the mortgaged property is to be restored) before same are delivered to the Owner of the mortgaged premises

ARTICLE XVIII

ASSOCIATION TO MAINTAIN REGISTER OF OWNERS AND MORTGAGEES, BOOKS OF THE ASSOCIATION

18 1 The Association shall at all times maintain a register setting forth the names of all Townhome Owners and any purchaser or transferee of a Townhome Unit shall notify the Association of his interest in such Townhome Unit. Townhome Owners shall be required to notify the Association of the name of any party holding a mortgage upon any Townhome Unit, and any release thereof and a copy of all leases, the name of all lessees, and of any release or expiration thereof.

ARTICLE XIX

REAL PROPERTY TAXES

19 1 Any real and personal property taxes which are assessed against the Property as a whole shall be paid by the Association which shall in turn assess each Townhome Owner according to his Ownership Interest for his proportionate share of such taxes as reimbursement to the Association, until such time as the Townhome Units are separately assessed This provision shall not be construed to prohibit any mortgagee of a Townhome Unit from collecting taxes in advance as impounds, provided such mortgagee

shall reimburse the Association for its allocated share of said taxes.

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ARTICLE XX

RESPONSIBILITY OF TOWNHOME OWNERS

20 1 Personal Liability for Violations Each Townhome Owner shall be governed by and shall comply with the provisions of this Declaration as well as the By-Laws and Certificate of Incorporation of the Association and the rules and regulations promulgated by the Board of Directors. Each Townhome Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his act, neglect or carelessness, or by that of any member of his family, or his or her guests, employees, agents or lessees, (but only to the extent that such expense is not met by the proceeds of insurance carried by the Association) which expense shall be assessable to such Townhome Owner by the Association. Such liability assessable to such Townhome Owner shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of such Owner's Townhome Unit. Nothing herein contained, however, shall be construed so as to modify any waiver of rights of subrogation by insurance companies.

20 2 Suits and Liability for Costs Failure to comply with the terms of this Declaration and the By-Laws of the Association shall be grounds for an action to recover damage and/or injunctive relief or both, maintainable by the Association or in the proper case, by a Townhome Owner. In any successful action brought against a Townhome Owner by the Association (or in the proper case by a Townhome Owner) for damages or injunctive relief due to such Townhome Owner's failure to comply with the provisions of

this Declaration or By-Laws of the Association, the prevailing party shall be entitled to court costs, reasonable attorneys' fees and expenses incurred by it in connection with the prosecution of such action

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ARTICLE XXI

RESERVATION OF RIGHTS BY DECLARANT

21.1 General. Notwithstanding the other provisions of this Declaration, the Certificate of Incorporation or the Bylaws of the Association to the contrary, the Declarant shall have the rights as enumerated in this article until Declarant has sold all the Townhomes to Owners other than a Successor Declarant.

21.2 Sell, Mortgage and Lease For such period, Declarant reserves the unrestricted right to sell, assign, mortgage, license, rent, or lease, (for any term, under any conditions, and without written lease) any Townhome Unit which it continues to own after the Recordation or filing of this Declaration and to post signs, banners, flags, decorations or other things on the Property advertising said Townhomes for sale, lease or rent.

21.3 Physical Changes: Amend Declaration. For such period, Declarant reserves the right to change the interior design and arrangements of all Townhome Units and to alter the boundaries between Townhome Units and to change the size or price thereof so long as Declarant owns the Townhome Units so altered. Provided that no such change shall increase the number of Townhome Units or alter the Ownership Interest of Townhome Units or alter the boundaries of the Common Elements by reducing the Common Elements. For such period, Declarant may add amenities, improvements or land

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to the Common Elements. Declarant may make improvements to the Common Elements for any purpose, including the purpose of promoting the sale of Townhome Units after Recordation of this Declaration, provided same are done at the expense of Declarant.

An amendment of this Declaration reflecting any of the aforesaid alterations of Townhome Unit plans by the Declarant needs to be signed only by the Declarant and does not need to be approved by the Townhome Owners or mortgagees.

21.4 Grant Easements. For such period, the Declarant expressly reserves the right to grant to the public or any public utility company, easements to facilitate the construction of additional utility services to serve all or any portion of the Property. The granting of such additional utility easements by the Declarant shall not require the amendment of this Declaration or the consent of any Townhome Owners or their mortgagees so long as such easements do not encroach upon the Unit of any such Townhome Owner.

21.5 Sales Efforts, Sales Office. For such period, neither the use of the Property nor any Townhome Owner, the Board, or the officers of the Association shall interfere with the completion of the contemplated improvements and the sale of the Townhome Units owned by Declarant. Declarant may make such use of the unsold Units and Common Elements which Declarant, in its sole discretion, deems necessary or desirable in order to facilitate such completion and sale, including but not limited to, maintenance of a sales office and the showing of the Property.

21.6 Amendments by Declarant. So long as Declarant owns title to all Townhome Units, Declarant may amend or modify any provisions of the Declaration or By-Laws as permitted by the Unit Ownership Estate Act. After the sale of the first

Townhome Unit, the Declarant reserves the right to change the interior or exterior design or arrangement of all Units as long as the Declarant owns the Units so changed and altered or receives permission from the Owner. If such change reflects a material change to the exterior design or arrangement of one or more Units, it shall be reflected by an amendment of this Declaration; any amendment for such purpose needs to be signed and acknowledged only by the Declarant and Mortgagee, if any, and does not need to be approved by any other person, including, but not limited to, the Association, contract vendees, or Unit Owners, anything herein to the contrary notwithstanding.

21.7 Declarant's Rights to Sell Units. Until the Declarant has closed all of the sales of Townhome Units, neither the other Townhome Owners nor the Association shall interfere with the sale of Declarant Townhome Unit.

21.8 Transfer of Association Control. Until Owners other than the Declarant (or a successor Declarant) own ninety percent (90%) of the Ownership Interests of the Property, or for a period of five (5) years after the filing of this Declaration, whichever is shorter, the Declarant shall have the unrestricted power to appoint all of the members of the Board of Directors of the Association. When Owners other than the Declarant (or a successor Declarant) own ninety percent (90%) or more of the Ownership Interests of the Property (which event shall be called "vesting control of the Association in the Owners", all members of the Board of Directors of the Association shall be appointed by a vote of the Owners as otherwise provided by the By-Laws, which Owners shall include the Declarant if the Declarant owns any Townhome Units. Upon reaching any of the thresholds above, the election of Directors by Owners shall occur at the next regular annual meeting of the Association.

21.9 Assessments If the Declarant holds Units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Declarant

- (a) Assessment of the Declarant as a Unit Owner for capital improvements
- (b) Any action by the Association that would be detrimental to the sale of Units by the Declarant, provided, however, that an increase in assessments for Common Expenses without discrimination against the Declarant shall not be deemed to be detrimental to the sale of Units

21.10 Declarant's Tenants. Certain Townhome Units may be occupied by tenants of the Declarant under lease agreements, or month-to-month tenancies, or other types of tenancies heretofore or hereinafter consummated and agreed upon by the Declarant. Such tenants of Declarant shall have the full right and authority to continue to occupy said premises in accordance with their lease agreements or other types of tenancies and to use and enjoy on a non-exclusive basis all Common Elements of the Townhome Units and the recreational facilities without any cost or expense.

21.11 Sales Activity and Declarant's Rights. Until the Declarant has completed and sold all the Townhome Units, neither the Owners nor the Association nor their use of the Townhome Units shall interfere with the completion of the contemplated improvements and the sale of Townhome Units. The Declarant (or its duly authorized agents or assigns) may make such use of the unsold Townhome Units and the Common Elements as may facilitate such completion and sale, including, but not limited to, the maintenance of sales offices for the showing of the Property and display of signs, billboards, placards and visual promotional materials. It is specifically understood that the

Declarant has the right and authority to use the Common Elements of the Townhome Unit for the purpose of sales and administrative function's for so long as Declarant has not sold all Townhome Units. The Declarant may use unsold Townhome Units as model units or as sales offices for display purposes to prospective Townhome Unit purchasers. The sales office personal property, model furnishings, signs and all items pertaining to sales shall not be considered Common Elements and shall remain the property of the Declarant.

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ARTICLE XXII

RIGHTS RESERVED UNTO INSTITUTIONAL MORTGAGES

22.1 Duration of Mortgagee's Rights. So long as any Institutional First Mortgagee shall hold any mortgage upon any Townhome Unit or Townhome Units or shall be the Owner of any Townhome Unit or Townhome Units and complies with the provisions of Section 22.5 hereof, such Institutional First Mortgagee shall have the rights of this Article

22.2 Financial Statements Mortgagees shall be entitled to be furnished with at least one copy of the annual financial statement and report of the Association prepared by a certified public accountant designated by the Association, including a detailed statement of annual carrying charges or income collected and operating expenses, such financial statements and report to be furnished, upon written demand, within ninety (90) days following the end of each calendar year

22.3 Notice of Meetings to Amend the Declaration. Mortgagees shall be entitled to be given notice by the Association of the call of any meeting of the membership to be held for the purpose of considering any proposed amendment to this

Declaration or the Certificate of Incorporation and By-Laws of the Association, which notice shall state the nature of the amendment being proposed.

22.4 Notice of Default by Mortgagor. Mortgagees shall be entitled to be given notice of default by any member owning any Unit encumbered by a mortgage held by an Institutional First Mortgagee, such notice to be given in writing and sent to the principal office of such Institutional First Mortgagee, or to the place which it or they may designate in writing to the Association

22.5 Insurance Escrows by the Association. Mortgagees shall be entitled to cause the Association to create and maintain an escrow account for the purpose of assuring the availability of funds with which to pay premium or premiums due from time to time on insurance policy or policies which the Association is required to keep in existence, it being understood that the Association shall deposit in an escrow depository satisfactory to the Institutional First Mortgagee having the highest dollar indebtedness on Units in the Property a monthly sum equal to one-twelfth (1/12th) of the annual amount of such insurance expense and to contribute such other sums as may be required therefor to the end that there shall be on deposit in said escrow account at least one (1) month prior to the due date for payment of such premium or premiums a sum which will be sufficient to make full payment therefor. The insurance trustee designated by the Association shall be the escrow depository for purposes hereof, or the Board of Administration may designate any Institutional First Mortgagee interested in this Property to act in such capacity.

22.6 Notices to Association Required of Mortgagees. Whenever any Institutional First Mortgagee desires the provisions of this Article to be applicable unto

them, they shall serve written notice of such fact upon the Association by registered mail or certified mail addressed to the Association and sent to its address stated herein with a copy by registered or certified mail addressed to the Institutional First Mortgagee having the highest dollar indebtedness on Units in the Townhome Unit Property, which written notices shall identify the Townhome Unit or Townhome Units upon which any such Institutional First Mortgagees hold any mortgage or mortgages or identifying any Townhome Unit owned by it or them, and which notice shall designate the place to which notices are to be given by the Association to such Institutional First Mortgagee or Institutional First Mortgagees.

22 7 Advancement of Premiums by Mortgagees Premiums for insurance required to be placed by the Association shall be a Common Expense and shall be paid by the Association. Should the Association fail to pay such premiums when due, or should the Association fail to comply with other insurance requirements imposed by the Institutional First Mortgagee owning and holding the total highest dollar indebtedness against the Townhome Units in the Townhome Unit Property, then said Institutional First Mortgagee shall have the right at its option to order and advance such sums as are required to maintain or procure such insurance, and to the extent of the monies so advanced, plus interest thereon at the highest legal rate, said mortgagee shall have a right of action against the Association and the individual Unit Owners for the repayment of any monies so advanced.

22 8 Relative Rights of Mortgagees. If two (2) or more Institutional First Mortgagees hold any mortgage or mortgagee upon any Townhome Unit or Townhome Units and/or shall be the Owner of any Townhome Unit or Townhome Units, the exercise

of the rights above described or manner of exercising said rights shall vest in the Institutional First Mortgagee holding the total highest dollar indebtedness against Townhome Unit in the Townhome Unit Property, and the decision of such Institutional First Mortgagee shall be controlling.

22.9 FHLMC Guidelines. Notwithstanding anything contained in this Declaration to the contrary, it is the intent of Declarant to comply with the requirements of the Federal Home Loans Mortgage Corporation (FHLMC) established as of the date hereof. Specifically, the following provisions are hereby made a part of this Declaration. "A first mortgagee upon request is entitled to written notification from the Association of any default in the performance by any Owner of any obligation under the Townhome Unit documents not cured within sixty (60) days. Additionally, except as provided by statute, in the case of condemnation or substantial loss to the Units and/or Common Elements of the Townhome Unit project, unless at least two-thirds (2/3) of the first mortgagees [based upon one (1) vote for each first mortgage owned] or Owners (other than the Declarant) of the individual Townhome Units have given their prior approval, the Association shall not be entitled to:

"(a) by act or omission, seek to abandon or terminate the Townhome Unit; project,

"(b) change the pro-rata interest or obligations of any individual Townhome Unit for the purpose of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro-rata share of ownership of each Townhome Unit in the Common Elements;

"(c) partition or subdivide any Residential Townhome Unit,

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02/20/2004 2 31 pm Pg 0557-0628
Fee \$ 155 00 Doc \$ 0 00
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State of Oklahoma

"(d) by act or mission, seeking to abandon, partition, subdivide, encumber, sell or transfer the Common Elements (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Townhome project shall not be deemed a transfer within the meaning of this clause); "(e) use hazard insurance proceeds for losses to any Townhome Unit Property (whether to Units or to Common Elements) for other than repair, replacement or reconstruction of such Townhome Unit Property."

ARTICLE XXIII

GENERAL PROVISIONS

23.1 No Waiver The failure of the Association, a Townhome Owner or a mortgagee to enforce any right, provision, covenant, or condition which may be granted herein, or in the By-Laws and Certificate of Incorporation of the Association, or the failure to insist upon the compliance with same, shall not constitute a waiver by the Association, such Townhome Owner or mortgagee, to enforce such right, provision, covenant, or condition, or insist upon the compliance with same in the future.

23.2 Validity of Liens and Mortgages Not Affected. No breach of any of the provisions contained herein shall defeat or adversely affect the lien of any mortgagee at any time made in good faith and for a valuable consideration upon said Property, or any part thereof, and made by a bank, savings and loan association, or insurance company authorized to transact business in the State of Oklahoma and engaged in the business of making loans constituting a first lien upon real property, but the rights and remedies herein granted to the Declarant, the Association, and the Owner or Owners of any part of

the Townhome Units may be enforced against the Owner of the portion of said Property subject to such mortgage, notwithstanding such mortgage. The purchaser at any sale upon foreclosure shall be bound by all of the provisions herein contained.

23 3 Liberal Construction. The provisions of the Declaration shall be liberally construed to effectuate its purposes. The invalidity of any provision herein shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration

23 4 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 nor the intent of any provision hereof.

23.5 Gender. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine or neuter gender, and the use of the singular or plural shall be taken to mean the other whenever the context may require.

23 6 Service of Process The person who shall receive service for any lawsuits in which the Association may become involved is the same person who is similarly designated as the Service Agent for the Association in the Certificate of Incorporation of the Association

23 7 Townhome Owners' Rights to Sue Any Person claiming an interest in the Property by, through or under the Declaration or by virtue of any judicial proceedings, or the Association, or the Townhome Owners, or a mortgagee, or any of them severally, shall have the right to proceed against any other such Person at law for damages or in equity to compel their compliance with the terms hereof or to prevent the violation or breach of the terms hereof, or for such other relief as may be appropriate. Further,

I-2004-001725 Book 1594 Pg 599
02/20/2004 2 31 pm Pg 0557-0628
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State of Oklahoma

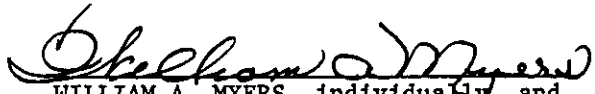
whenever any structure has been built or installation made which violates the terms hereof, the Association shall have the right to enter upon the Property where such violation exists, and summarily abate or remove the same and shall make the necessary repairs or improvements where such violation occurred, so that the Property shall be in the same condition as it was before said violation occurred, all at the expense of the Townhome Owner, and any such entry and abatement or removal shall not be deemed a trespass. Any person having any interest under mortgages of record that encumber any portion of the Common Elements that are not satisfied prior to the Recordation of this Declaration shall consent to the Recordation of this Declaration, provided, however, in lieu of joining in the execution of this Declaration, any mortgagee may execute an appropriate consent or subordination agreement with the formalities required for deeds.

23 8 Notices. Any notices or other communications required or permitted by this Declaration shall be in writing and delivered personally or by messenger or a nationally recognized overnight courier service, or alternatively, shall be sent by United States mail. The effective date of any notice shall be the date of delivery of the notice, if by personal delivery, messenger or courier service, or if mailed, three (3) days after the deposit thereof in the United States mail. The initially designated address for notices of each Owner shall be the address of the Owner's Townhome. The initial designated address of the Association shall be its offices at the Property. Any Owner or the Association may change his or its mailing address by written notice to the other.

IN WITNESS WHEREOF, the Declarant binds itself and its successors and assigns and has caused these presents to be executed

DATED this ____ day of February, 2004.

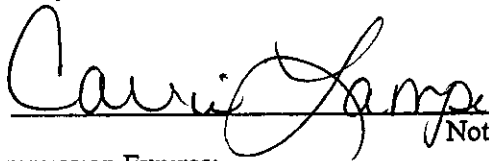
I-2004-001725 Book 1594 Pg 600
02/20/2004 2 31 pm Pg 0557-0628
Fee \$ 155 00 Doc \$ 0 00
Carol Fortner - Delaware County Clerk
State of Oklahoma



WILLIAM A. MYERS, individually, and
as Attorney-in-Fact for ZENAIDE N.
MYERS, his wife, who joins in execu-
tion of this instrument in accordance
with 7.2, Oklahoma Title Examination
Standards

STATE OF OKLAHOMA)
COUNTY OF Delaware) ss.

This instrument was acknowledged before me on this 20th day of February,
2004, by WILLIAM A. MYERS, individually, and as
Attorney-in-Fact for ZENAIDE N. MYERS, his wife.



Notary Public

My Commission Expires

10/8/07
RD\HARRIS\DECLARATION\c

CARRIE LAMPE
Notary Public in and for
State of Oklahoma Delaware County
Commission # 99016650
My Commission expires Oct 08, 2007

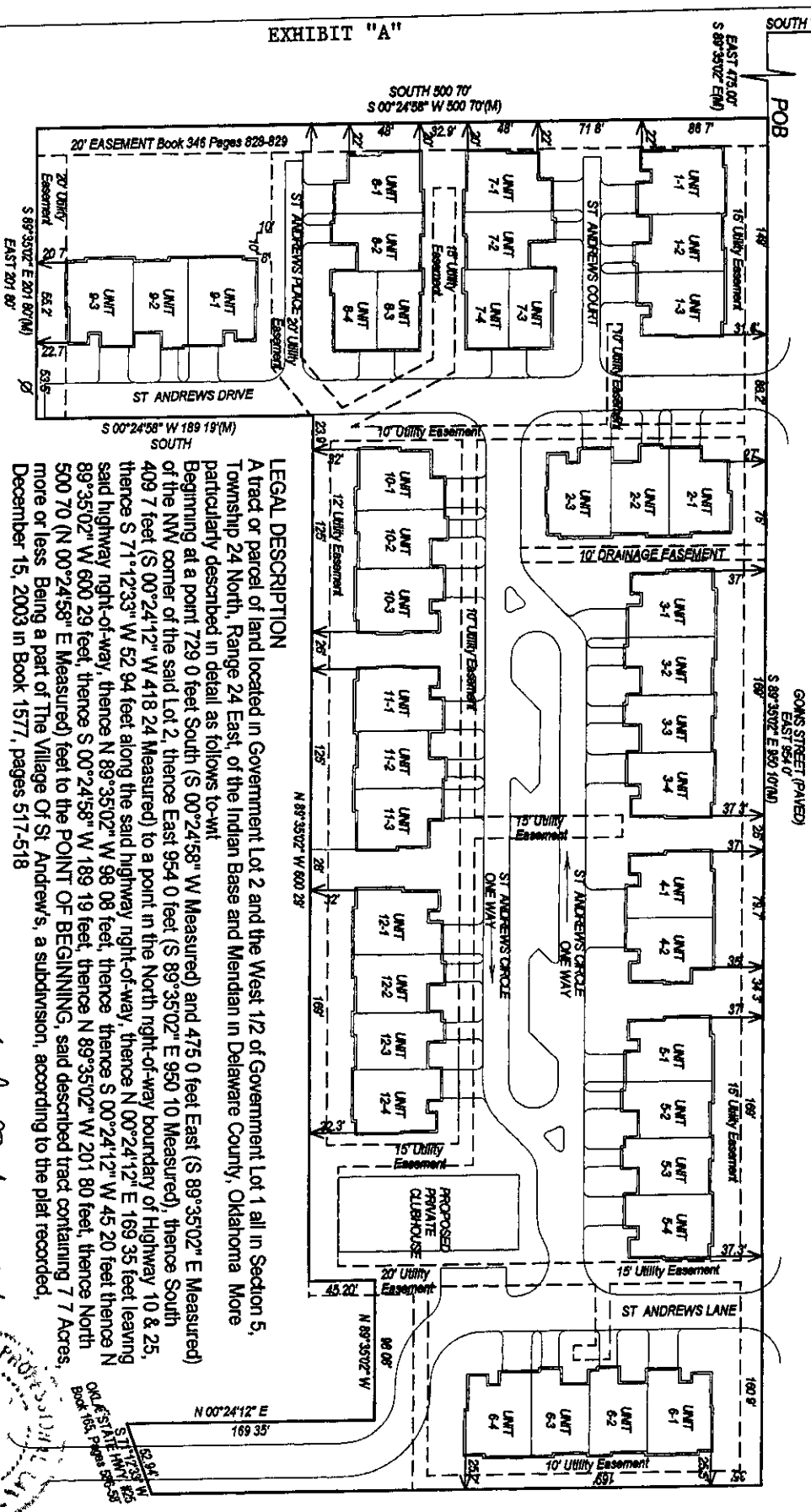
NW Cor,
LOT 2
S 89°25'04" E 2637.89'
NE Cor,
Section 5

THE VILLAGE AT ST. ANDREWS

A UNIT OWNERSHIP ESTATE

EXHIBIT "A" LEGAL DESCRIPTION AND SITE PLAN

1-2004-001725 Book 1594 Pg. 601
02/20/2004 2:31 pm Pg 0557-0628
Fee \$ 155.00 Doc \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma



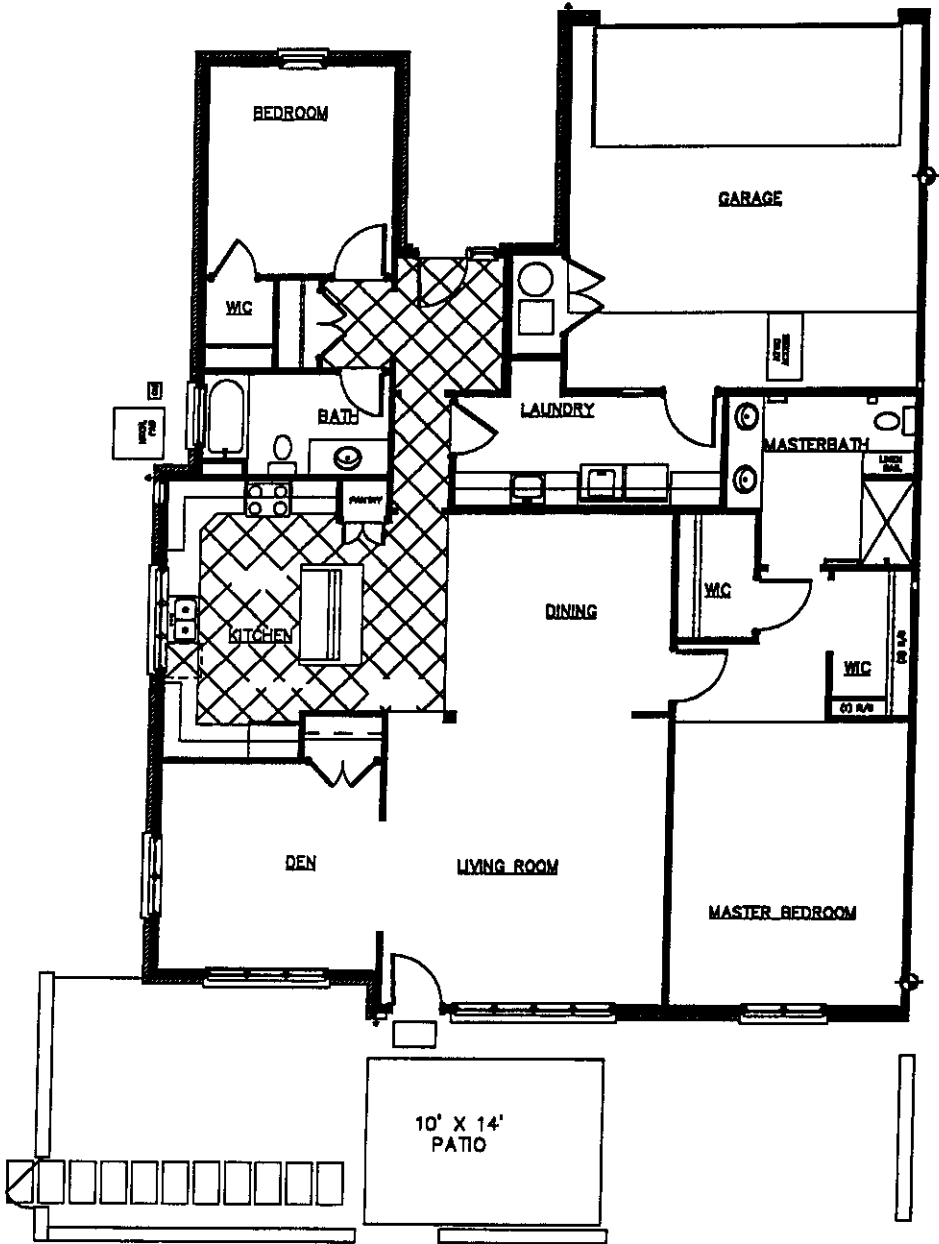
Keneth Johnson
KENNETH JOHNSON PLS #1493
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF OKLAHOMA
1-30

EXHIBIT "B"

THE VILLAGE AT ST. ANDREW'S

A UNIT OWNERSHIP ESTATE
UNIT A SHEET 1 OF 6

I-2004-001725 Book 1594 Pg 602
02/20/2004 2 31 pm Pg 0557-0628
Fee \$ 155 00 Doc \$ 0 00
Carol Fortner - Delaware County Clerk
State of Oklahoma



AREA
HOUSE
1988 SQ FT
GARAGE
506 SQ FT

THE VILLAGE AT ST ANDREW'S

GROVE OKLAHOMA

Philip A Lawrence, Jr. ARCHITECT

Unit A, South, Front
Elev. 1/2 Scale, 1/4" = 1'-0"

Phone (405) 769-4444 Fax (405) 769-4444

polje

10/20/2004
10:15
10:15

UNIT "A"
FLOOR PLAN

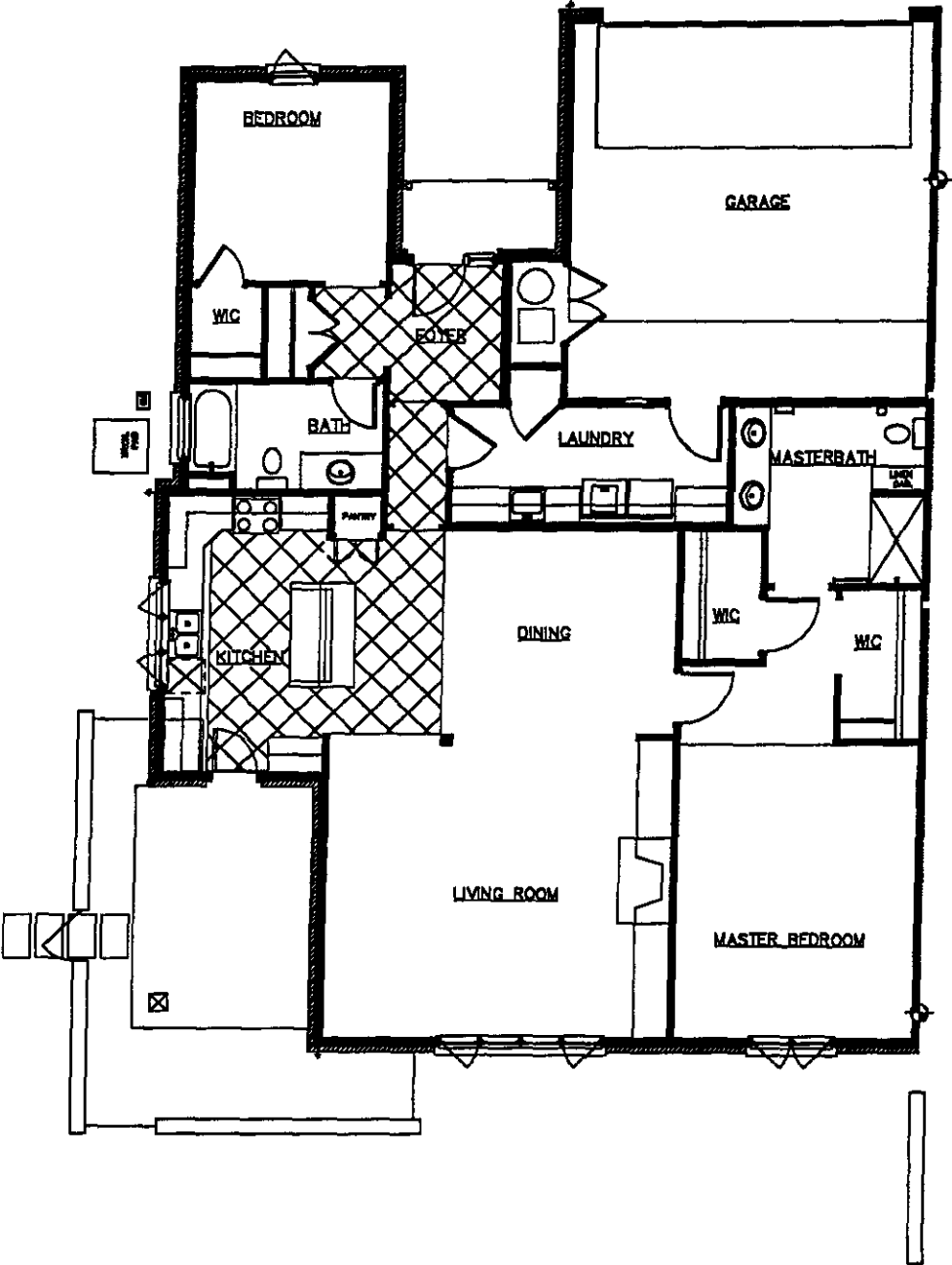
A2

EXHIBIT "B"

THE VILLAGE AT ST. ANDREW'S

A UNIT OWNERSHIP ESTATE
UNIT B SHEET 2 OF 6

I-2004-001725 Book 1594 Pg 603
02/20/2004 2 31 pm Pg 0557-0628
Fee \$ 155 00 Doc \$ 0 00
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State of Oklahoma



AREA
HOUSE
1826 SQ. FT.
GARAGE
497 SQ FT.

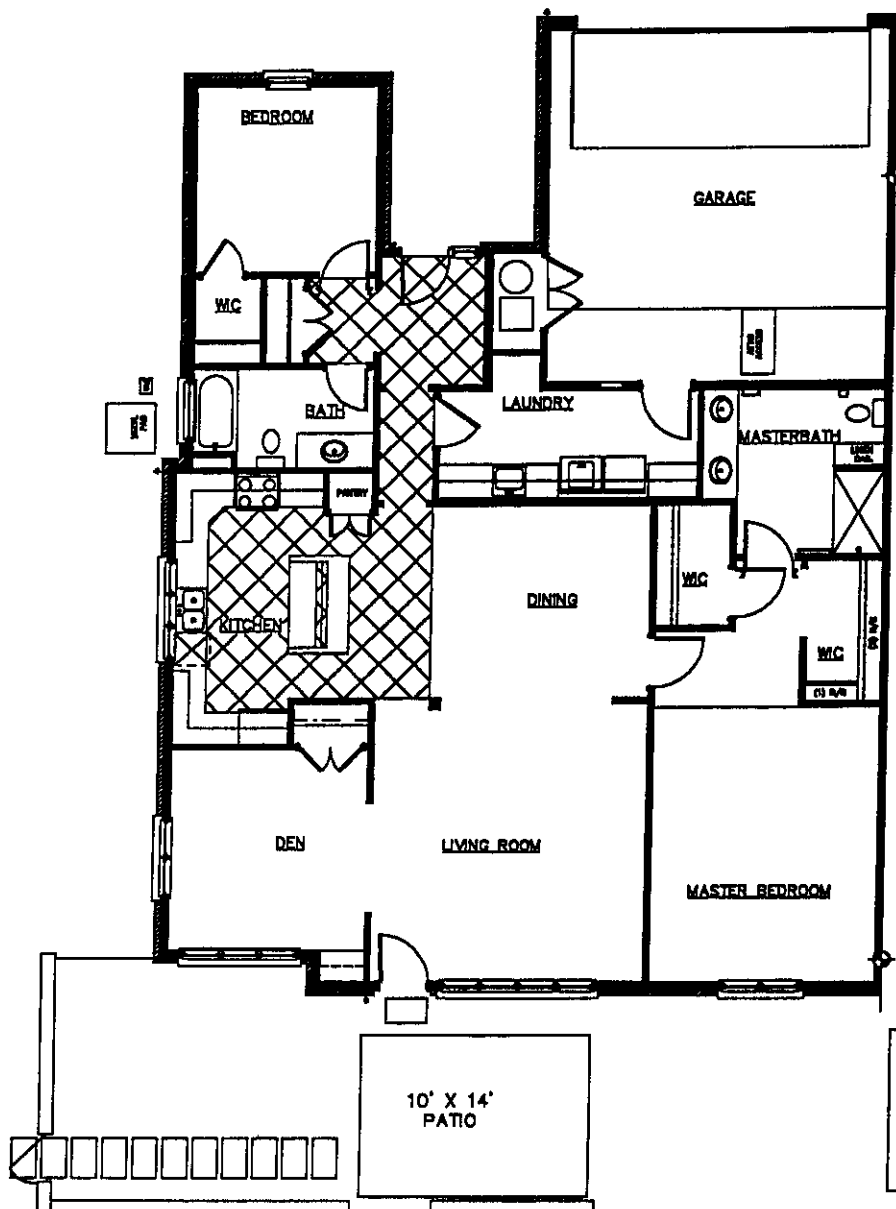
THE VILLAGE AT ST ANDREWS			SHEET NO. 1025.00 1075 P10-0000
GROVE, OKLAHOMA			
PAULY A. LAWRENCE, JR. ARCHITECT		UNIT STYLE "B" FLOOR PLAN	SHEET NUMBER A3
1000 N. 10th Street Suite 100, Oklahoma City, OK 73102 Phone (405) 766-6666 Fax (405) 766-6666			

EXHIBIT "B"

THE VILLAGE AT ST. ANDREW'S

A UNIT OWNERSHIP ESTATE
UNIT B - AMENDED SHEET 3 OF 6

I-2004-001725 Book 1594 Pg 604
02/20/2004 2 31 pm Pg 0557-0628
Fee \$ 155 00 Doc \$ 0 00
Carol Fortner - Delaware County Clerk
State of Oklahoma



AREA
HOUSE
1988 SQ FT
GARAGE
506 SQ FT

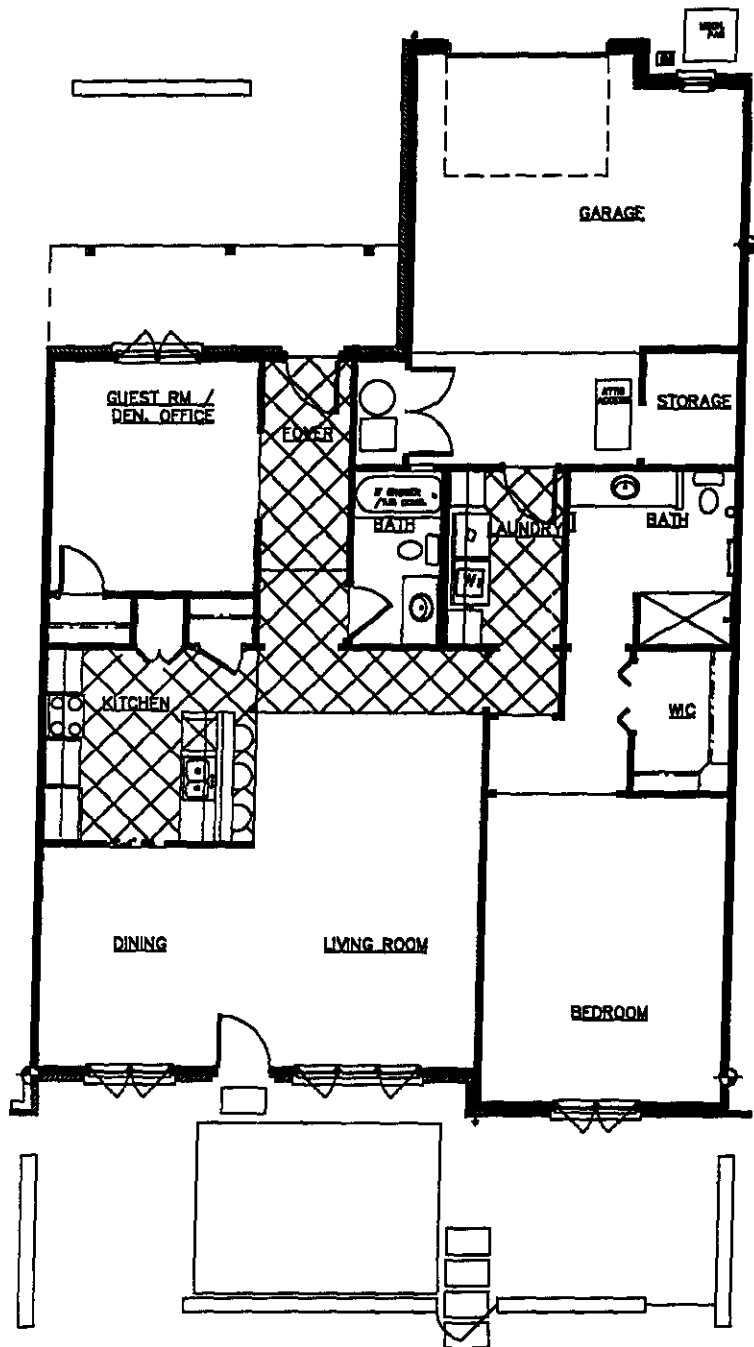
THE VILLAGE AT ST ANDREW'S		paljc	12.22.20 1910 4.10.10
GROVE OKLAHOMA			
Philip A. Lawrence, Jr. ARCHITECT		UNIT STYLE "B" AMENDED FOR BUILDING "11"	A3-2
204 A South Street Phone (405) 948-4444 Fax (405) 948-4444			

EXHIBIT "B"

THE VILLAGE AT ST. ANDREW'S

A UNIT OWNERSHIP ESTATE
UNIT C SHEET 4 OF 6

I-2004-001725 Book 1594 Pg 60
02/20/2004 2:31 pm Pg 0557-062
Fee \$ 155.00 Doc \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma



AREA
HOUSE
1573 SQ. FT.
GARAGE
495 SQ FT

THE VILLAGE AT ST ANDREW'S

GROVE, OKLAHOMA

Philip A Lawrence, Jr. ARCHITECT

1000 N. Lincoln Blvd. Suite 100
Tulsa, Oklahoma 74103
Phone (918) 438-8444 Fax (918) 438-8444

paljc

10.20.04
Project
1013
File Name

UNIT STYLE "C"
FLOOR PLAN

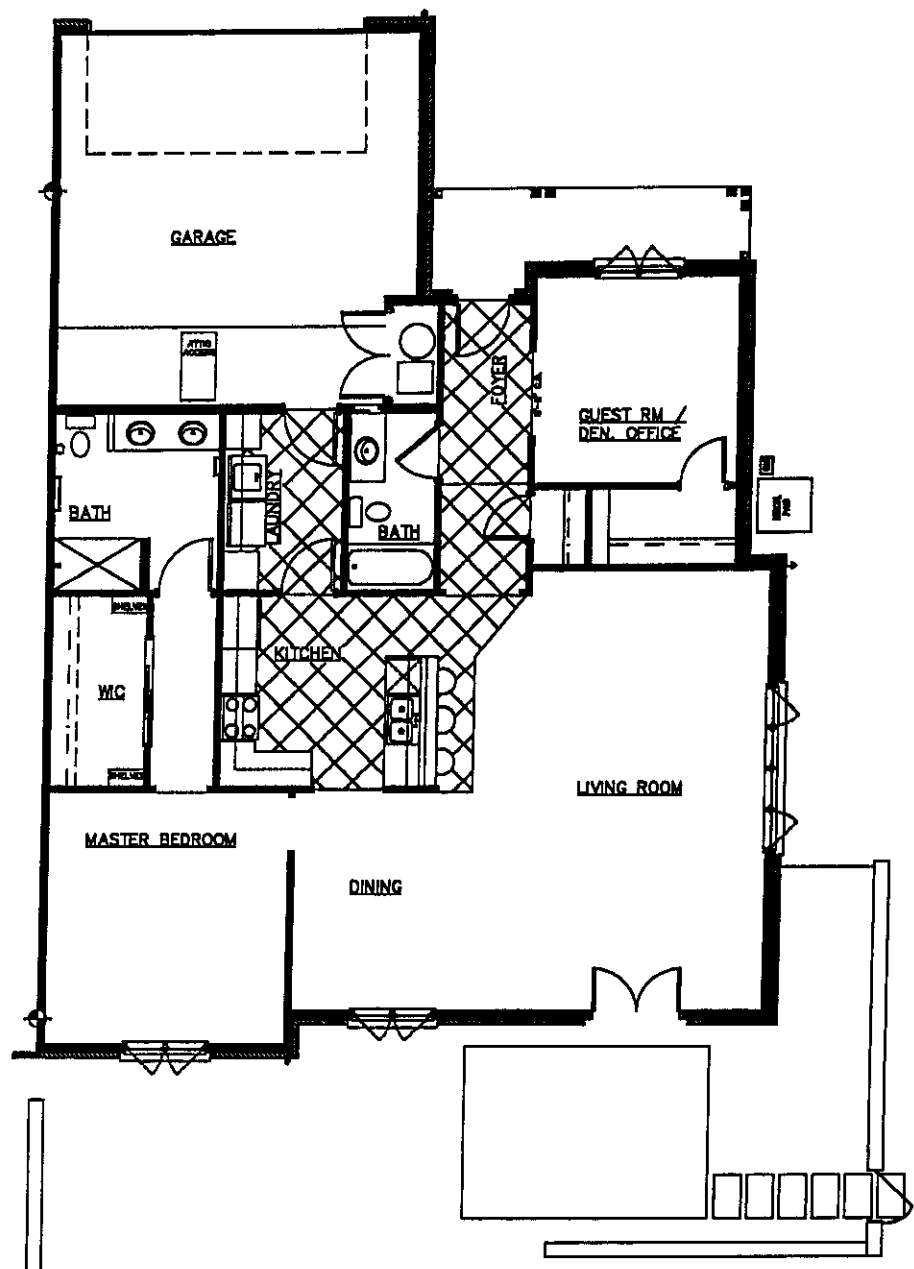
A4

EXHIBIT "B"

THE VILLAGE AT ST. ANDREW'S

A UNIT OWNERSHIP ESTATE
UNIT D SHEET 5 OF 6

I-2004-001725 Book 1594 Pg 606
02/20/2004 2 31 pm Pg 0557-0628
Fee \$ 155 00 Doc \$ 0 00
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State of Oklahoma



AREA
HOUSE
1667 SQ FT
GARAGE
492 SQ FT

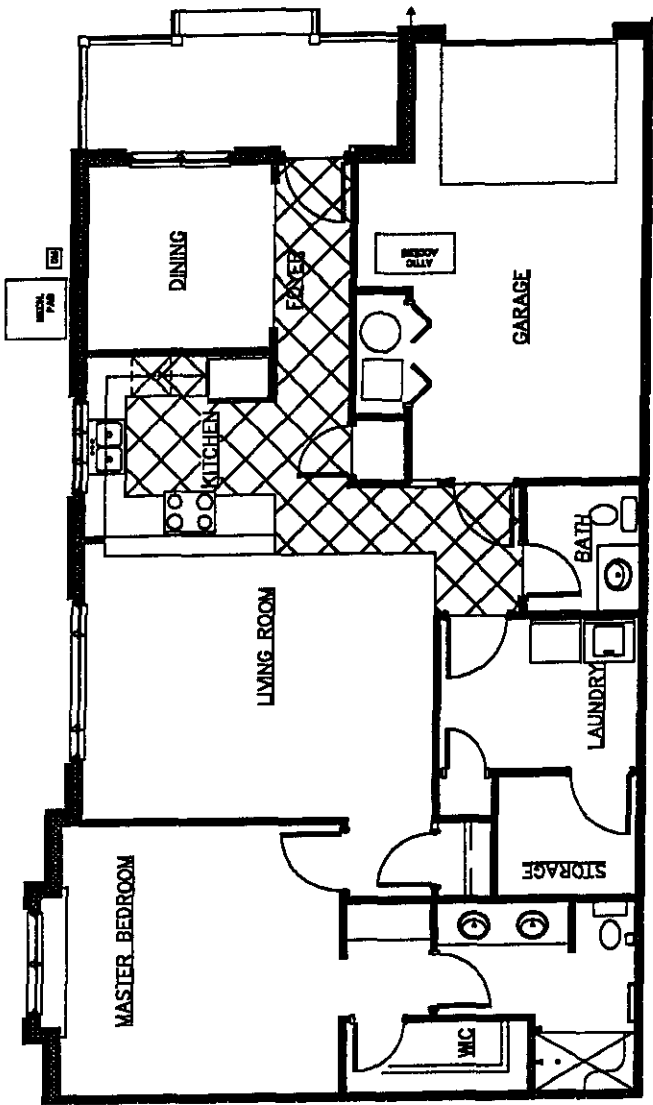
THE VILLAGE AT ST ANDREW'S		paljc	02/20/04 Page No. 1919 File Name
GROVE OKLAHOMA			
Philip A Lawrence, Jr. ARCHITECT	Unit Style "D" FLOOR PLAN	A5	
PH & ARCH GROUP 2007 S. GARDNER, TULSA Phone (918) 700-4444 Fax (918) 700-7000			

EXHIBIT "B"

THE VILLAGE AT ST. ANDREW'S

A UNIT OWNERSHIP ESTATE
UNIT E SHEET 6 OF 6

I-2004-001725 Book 1594 Pg 607
02/20/2004 2 31 pm Pg 0557-0628
Fee \$ 155.00 Doc \$ 0.00
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State of Oklahoma



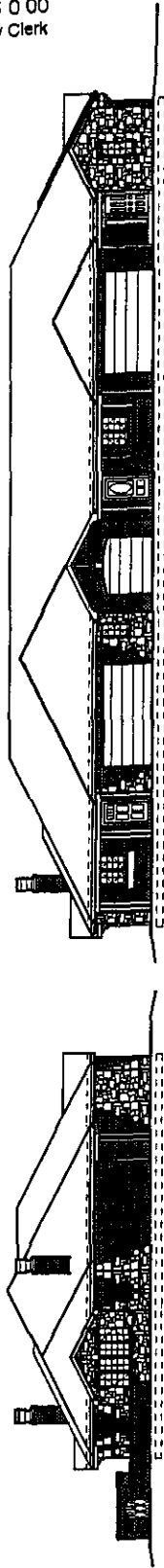
AREA
HOUSE
1187 SQ. FT.
GARAGE
315 SQ. FT.

THE VILLAGE AT ST ANDREW'S		poljr	Sheet Date: 10/30/03
GROVE OKLAHOMA			Project No. 1013
Philip A. Lawrence, Jr ARCHITECT		Sheet Title: UNIT "E" FLOOR PLAN	File Name: --
204 A South Blvd. Grove, Oklahoma 74444 Phone (405) 790-8400 Fax (405) 790-8789			Sheet Number: A6

Architect's Date

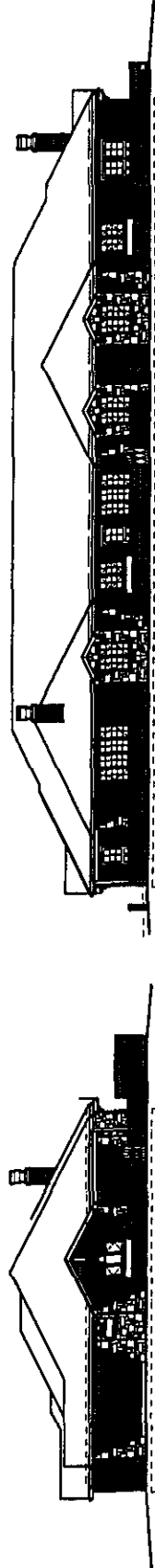
I-2004-001725 Book 1594 Pg 608
02/20/2004 2 31 pm Pg 0557-0628
Fee \$ 155 00 Doc \$ 0 00
Carol Fortner - Delaware County Clerk
State of Oklahoma

EXHIBIT "B"
THE VILLAGE AT ST. ANDREWS
A UNIT OWNERSHIP ESTATE
TYPICAL BLDG ELEVATION



③ EAST ELEVATION
SCALE 1/8" = 1'-0"

② NORTH ELEVATION
SCALE 1/8" = 1'-0"



④ WEST ELEVATION
SCALE 1/8" = 1'-0"

① SOUTH ELEVATION
SCALE 1/8" = 1'-0"

THE VILLAGE AT ST. ANDREWS	pld/jc	1/2" = 1'-0"
GROVE, OKLAHOMA	ARCHITECTS	1/2" = 1'-0"
Philip A. Lawrence Jr.	1000 N. Main Street Suite 100 Tulsa, Oklahoma 74103	ELEVATIONS
Phone: (918) 486-1111 Fax: (918) 486-1112		L4

EXHIBIT "C"
THE VILLAGE AT ST. ANDREW'S
A UNIT OWNERSHIP ESTATE

UNIT NO	UNDIVIDED INTEREST IN COMMON ELEMENTS
1-1	1/41
1-2	1/41
1-3	1/41
2-1	1/41
2-2	1/41
3-1	1/41
3-2	1/41
3-3	1/41
3-4	1/41
4-1	1/41
4-2	1/41
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8-3	1/41
8-4	1/41
9-1	1/41
9-2	1/41
9-3	1/41
10-1	1/41
10-2	1/41
10-3	1/41
11-1	1/41
11-2	1/41
11-3	1/41
12-1	1/41
12-2	1/41
12-3	1/41
12-4	1/41
TOTAL	41/41

I-2004-001725 Book 1594 Pg 609
02/20/2004 2 31 pm Pg 0557-0628
Fee \$ 155 00 Doc \$ 0 00
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State of Oklahoma

EXHIBIT "D"

I-2004-001725 Book 1594 Pg 610
02/20/2004 2 31 pm Pg 0557-0628
Fee \$ 155 00 Doc \$ 0 00
Carol Fortner - Delaware County Clerk
State of Oklahoma

OFFICE OF THE SECRETARY OF STATE



**NOT FOR PROFIT
CERTIFICATE OF INCORPORATION**

WHEREAS, the Not For Profit Certificate of Incorporation of

THE VILLAGE AT ST. ANDREW'S, INC.

has been filed in the office of the Secretary of State as provided by the laws of the State of Oklahoma

NOW THEREFORE, I, the undersigned, Secretary of State of the State of Oklahoma, by virtue of the powers vested in me by law, do hereby issue this certificate evidencing such filing

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



*Filed in the city of Oklahoma City this
4th day of February, 2004*

M. Susan Savage

Secretary of State

EXHIBIT "E"

**BY-LAWS
OF
THE VILLAGE AT ST. ANDREW'S.**

I-2004-001725 Book 1594 Pg 611
02/20/2004 2 31 pm Pg 0557-0628
Fee \$ 155 00 Doc \$ 0 00
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State of Oklahoma

**ARTICLE I
OFFICES**

1.1 Offices The principal office of the Association shall be located on the project site of Delaware County, State of Oklahoma.

**ARTICLE II
DEFINITIONS**

2.1 Unless it is plainly evident from the context in which a term is used that a different meaning is intended, the definition of terms used herein shall have the meaning set forth in ARTICLE I of the Declaration of Unit Ownership Estates for The Village at St Andrew's, a Townhome Community.

**ARTICLE III
CONFLICT WITH OTHER INSTRUMENTS**

3.1 Where the terms of these By-Laws contradict the Declaration or the Certificate of incorporation of the Corporation, the terms of the Declaration, then the Certificate of Incorporation of the Corporation, in that order, shall control.

**ARTICLE IV
MEMBERS**

4.1 Townhome Owners The membership of the Association shall consist exclusively of the Owners of the Unit Ownership Estate Units. Membership is compulsory according to the Declaration and is effected automatically upon the purchase of a fee ownership interest in a Townhome Further, membership is terminated automatically upon the sale, transfer, conveyance or other disposition by a Townhome Owner thereby terminating his fee ownership interest.

4.2 Management Rights of Members. Except as otherwise stated in the Declaration, the management of the Townhomes shall be vested exclusively in the Board of Directors of the Association and no member shall be authorized to perform any acts or exercise any of the powers of the Board without the express delegation of such authority to such member by the Board

ARTICLE V
MEETINGS OF MEMBERS

5.1 Place of Meetings. All meetings of members shall be held at the Property or at such other nearby place in Oklahoma, as may be designated in the notice of meeting. If no notice is required or if no meeting place is designated in the notice, the meeting shall be at the Property

5.2 Annual Meeting. The annual meeting of the members shall be held on the fourth Saturday in the month of April in each year, beginning with the May following the year in which the Owners are vested with the power to appoint one-third (1/3) of the members of the Board as provided in Article Nine of the Certificate of Incorporation, at the hour of seven o'clock (7 00) P M., for the purpose of electing Directors whose terms of office have expired and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the state in which the meeting is to be held, such meeting shall be held on the next succeeding business day. If the election of Directors shall not be held on the day designated herein for any annual meeting of the members, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the members as soon thereafter as conveniently may be held.

5.3 Special Meeting. A special meeting of the members may be called for any purposes, unless otherwise prescribed by statute or Certificate of Incorporation, by any two (2) officers or by the Board of Directors of the Association and shall be called by any such officer at the request of the members owning a total Percentage Ownership Interest of not less than twenty-five percent (25%) entitled to vote at the meeting, which request shall state the purpose or purposes of the proposed meeting. Business at a special meeting shall be limited to the purpose or purposes stated in the call of said meeting.

5.4 Notice of Meeting. Written or printed notice 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, shall be delivered not less than five (5) nor more than thirty (30) days before the date of the meeting, either personally or by mail, by or at the direction of the President or the Secretary or the officer or persons calling the meeting to each member of record entitled to vote at such meeting. No notice shall be required of the annual meeting if held in accordance with Paragraph 5.2, above. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears on the membership record books of the Association, with postage thereon prepaid. Any member may waive notice in writing, of any annual or special meeting of the members. Unless the Townhome Owners specify a different address for notice purposes and deliver same to the Secretary of the Association, such notice shall be delivered to the address of such Owners Townhome. Notice delivered to one joint owner of a Townhome Unit shall be deemed delivery to all other joint owners of such Townhome Unit.

5.5 Members Vote Each Townhome Unit shall be entitled to a vote equal to its Ownership Interest of the Common Elements which are appurtenant to such Townhome Unit asset out in the Declaration. When a quorum is present at any meeting, the majority vote of the Ownership Interests present in person or represented by proxy and constituting such quorum shall decide any question brought before such meeting, unless the question is one upon which, by express provisions of the statutes, the Declaration, the Certificate of Incorporation, or of these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question

5.6 Designation of Voting Member. The person designated as Townhome Owner on the books of the Association shall be entitled to represent such Person's respective Townhome Unit and to cast its respective vote. No vote shall be allowed Townhome Units owned by the Association. Where a Townhome Unit is owned by more than one Person, any such Owner is authorized to cast the vote of the Townhome Unit Provided, however, should more than one such multiple owner attempt to cast the vote of a single Townhome Unit, then such vote shall not be counted unless they concur. Further, provided that where there is multiple ownership of a single Townhome Unit, the Board of Directors of the Association may require all the Owners thereof to designate in writing an individual who shall be entitled to cast the vote on behalf of all the Owners of such Townhome Unit, which designation shall be effective until it has been changed in writing.

5.7 Closing of Transfer Books or Fixing of Record Date. In order to determine the members who are entitled to notice of a meeting or who are entitled to vote at any meeting of members or any adjournment thereof, or in order to identify the members for any other proper purpose, the Board of Directors of the Association may provide that the membership record books shall be closed for a stated period but not to exceed, in any case, forty (40) days. If the membership record books shall be closed for the purpose of determining members entitled to notice of or to vote at a meeting of members, such books shall be closed for at least five (5) days immediately preceding such meeting. In lieu of closing the membership record books, the Board of Directors may fix in advance a date as the record date for any such determination of members, such date in any case to be not more than forty (40) days and, in case of a meeting of members, not less than five (5) days prior the date on which the particular action requiring such determination of members is to be taken. If the membership record books are not closed and no record date is fixed for the determination of the members who are entitled to notice of a meeting, the date on which the notice is given shall be the record date for such determination of members. If the membership record books are not closed and no record date is fixed for the determination of members entitled to vote at any meeting in which either notice is waived and no notice is given, or for actions of other members to be taken without a meeting, then the record date shall be the day preceding such meeting or the day preceding the date of the memorandum without action, as the case may be. When determination of members entitled to vote at any meeting of members has been made as provided in this section, such determination shall apply to any adjournment thereof.

5.8 Voting Lists. The officer or agent having charge of the membership record books of the Association shall make a complete list of the members entitled to vote at such meeting, or any adjournment thereof, arranged in alphabetical order, with the address of and the Ownership Interest owned by each. Such list shall be kept on file at the manager's office at the Property and shall be subject to inspection by any member at any time during usual business hours. The original membership record book shall be *prima facie* evidence as to who are the members entitled to examine such list or to vote at any meeting of members. Members shall be responsible for providing information to the Secretary documenting any change in ownership of a Townhome Unit. The Association may require certified copies of deeds of conveyance to document any such ownership change and may also require certified copies of first mortgages.

5.9 Quorum. A Majority of Ownership Interests entitled to vote shall constitute a quorum at a meeting of members, if represented in person or by proxy. If less than a Majority of Ownership Interests is so represented at a meeting, such Ownership Interests so represented may adjourn the meeting from time to time without further notice upon a vote of a majority to the voting power present. At such adjourned meeting at which a quorum shall be so represented, any business may be transacted which might have been transacted at the meeting as originally notified. If at the adjourned meeting there is no quorum, then the meeting by majority vote present adjourn for a second time and the quorum at the second adjourned meeting shall be forty percent (40%). If a forty percent (40%) is not present, then by majority may call a third or forth-adjourned meeting and the quorum requirements shall reduce a further ten percent (10%) until a quorum is present. Provided, however, the only business which may be conducted at a meeting with a quorum of less than fifty percent (50%) is the election of members of the Board of Directors. The members so represented at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Ownership Interests to leave less than a quorum.

5.10 Proxies. At all meetings of members, a member may vote by proxy, executed in writing by the voting member of a Townhome Unit or by his duly authorized attorney in fact, and bearing a date not more than eleven (11) months prior to said meeting unless said instrument provides for a longer period. Such proxy shall be filed with the Secretary of the Association before or at the time of meeting.

5.11 Voting by Certain Members. Townhome Units standing in the name of another corporation may be voted by such officer, agent or proxy as the by-laws of such corporation may prescribe, or, in the absence of such provisions, as the board of directors of such corporation may determine.

Townhome Units which are a part of an estate and are within the control of an administrator, executor, guardian or conservator may be voted by such representative, either in person or by proxy, without a transfer of such membership into his name. Townhome Units standing in the name of a trustee may be voted by him, either in person or by proxy, but no trustee shall be entitled to vote without a transfer of such Townhome Unit into his name. Townhome Units standing in the name of a receiver may be voted by

such receiver, and Townhome Units held by or under the control of a receiver may be voted by such receiver without the transfer thereof into such receiver's name if authority so to do be contained in an appropriate order of the court by which such receiver was appointed.

Townhome Units belonging to the Association, except those held by it in a fiduciary capacity, shall not be voted, directly or indirectly, at any meeting, and shall not be counted in determining the total Ownership Interests for any purposes.

5.12 Informal Action by Members Any action required, or which may be taken, at any annual or special meeting of the Members, may be taken without a meeting, without prior notice and without a vote, if a consent in writing setting forth the action so taken shall be signed by the Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action by the Members without a meeting by less than unanimous written consent shall be given to those Members who have not consented in writing.

5.13 Consent of Absentees. The transactions of any meetings of members, either annual or special, however called and noticed, shall be valid, notwithstanding any irregularity in notice or call, if a quorum be present either in person or by proxy and if, either before or after the meeting, each of the members who was not present in person or by proxy, but who were entitled to vote, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with and made a part of the minutes of the meeting.

5.14 Mortgagee Representation. Institutional holders of first mortgages on Townhome Units shall have the right to attend all membership meetings if their representative is designated in writing to the Board, and notice of such meetings shall be given to such mortgagee at the address so designated in writing. Provided, however, the failure to give notice to any such mortgagee, or the failure of such mortgagee to be admitted to any such meeting shall not of itself render the action taken at such meeting void or voidable. Members of the Board shall be elected by a Majority of Ownership Interests

5.15 Voting. Voting of the members may be via voice or by ballot provided that all elections for Directors shall be by secret written ballot upon demands made by any member before the voting begins. Cumulative voting is prohibited.

ARTICLE VI MEMBERSHIP ASSESSMENTS AND LIEN RIGHTS

6.1 Regular Assessments. In accordance with the provisions of these By-Laws and the Declaration, the Board shall fix and determine the regular assessments to be paid by each Townhome Owner for the purpose of operating, maintaining and repairing the Common Elements (including a reserve fund for those Common Elements which must be

repaired or replaced on a periodic basis) and paying the necessary expenditures of the Association. Further, the Board shall establish an operating reserve for replacement when, and as, set forth in the Declaration. Provided, however, the authority of the Board to make such regular assessments shall in all respects be limited to that which is given in the Declaration. Such regular assessments shall be paid in monthly installments in accordance with the Declaration.

6.2 Special Assessments. In addition to levying the regular assessments, the Board may levy special assessments for the purpose of defraying, in whole or in part, the cost of capital alterations, capital additions to the Common Elements or for the purchase of real estate to be added to the Common Elements; provided, however, that such additions, alterations or improvements shall first be approved by a 2/3 majority of Townhome Unit Ownership Interests. Capital improvements do not include roof replacement or paving driveways or roadway resurfacing in ordinary course of replacing depreciated existing improvements.

Special assessments may also be levied by the Board from time to time to meet other needs or requirements of the Association in the operation and management of the Townhome Units in order to provide for emergencies and infrequently reoccurring items of maintenance, repairs or replacements, if the reserve funds of the Association are insufficient to meet said costs. If such reserve funds are sufficient to meet said costs, a special assessment may nonetheless be made provided the prior approval of a Majority of the Ownership Interests has been obtained.

The Board may also levy special assessments against an individual Townhome Owner to reimburse the Association for costs and expenses resulting from having to enforce the compliance of such Townhome Owner, his tenant or guest, or of his Townhome Unit with the provisions of the Declaration, the Certificate of Incorporation, and the By-Laws of the Association, and the rules and regulations promulgated by the Board.

6.3 Lien Rights. The Association shall have the lien rights as set forth in the Declaration against the interest of each Townhome Owner in his Townhome Unit to secure the full and prompt payment of all assessments levied by the Association, and, in the event of default, such lien may be foreclosed by the Association. Any assessment which is not paid when due shall be delinquent. Assessments not paid within thirty (30) days after the due date shall bear interest from the due date at the rate established on judgment in Oklahoma.

6.4 Commencement of Regular Assessments. The regular assessments shall commence as to all Townhome Units as provided in the Declaration.

ARTICLE VII **BOARD OF DIRECTORS**

7.1 General Powers. The Property and business of the Association shall be

managed by its Board of Directors, which may exercise all such powers of the Association and do all such lawful acts and things as are not by statute or by the Declaration, the Certificate of Incorporation, or these By-Laws directed or required to be exercised or done by the members.

7.2 Number, Tenure and Qualifications The number of Directors constituting the whole Board of Directors of the Association shall be five (5). The number of Directors to be elected by the Incorporators is three (3). The term of office of the initial Board of Directors who is appointed by the Incorporators shall conform to the Declaration and the Certificate of Incorporation. Each Director shall be elected to serve until his successor is elected and qualifies. Directors need not be members. Except for the initial Board, Directors may be removed without cause, and their term shall be for three (3) years.

7.3 Regular Meetings The annual meeting of the Board of Directors shall be held immediately after the annual meeting of the members and may be held without notice. The Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution.

7.4 Special Meetings Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) Directors. The person or persons authorized to call a special meeting of the Board of Directors may fix the place for holding any special meeting of the Board of Directors called by them.

7.5 Notice Notice of any special meeting shall be given at least five (5) days previous thereto by written notice delivered personally or mailed to each Director at his business address, or such address as he may designate, or by telephone facsimile. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice is given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Director may waive notice of any meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

7.6 Quorum A majority of the number of Directors fixed by Paragraph 7.2 hereof shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

7.7 Manner of Acting The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. Members of the Board of Directors, or of any committee thereof, may participate in a meeting of such Board or committee by means of conference telephone or similar communications equipment that enables all persons participating in the meeting to hear each other. Such participation shall constitute presence in person at such meeting. Unless otherwise restricted by the Certificate of Incorporation or these By-Laws, any action required or

permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if a written consent to such action is signed by all members of the Board or of such committee as the case may be, and such written consent is filed with the minutes of proceedings of the Board or committee.

7 8 Vacancies Any vacancy occurring in the Board of Directors shall be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Board of Director, unless provided by law. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting or at a special meeting of members called for that purpose.

7 9 Compensation. Directors, as such, shall not receive any stated salary for their services, but, by resolution of the Board of Directors, the Directors may be reimbursed their expenses, if any, incurred in their capacity as Directors.

7 10 Presumption of Assent. A Director who is present at a meeting of the Board of Directors at which action on any matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

7.11 Executive Committee The Board of Directors may, by resolution or resolutions passed by a majority of the whole Board, designate an executive committee, said committee to consist of two (2) or more of the Directors of the Association, which, to the extent provided in said resolution or resolutions, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Association, and may have power to authorize the seal of the Association to be affixed to all papers which may require it, between regular meetings of the Directors, subject to the control of the Board

The committees shall keep regular minutes of their proceedings and report the same to the Board when required

ARTICLE VIII

OFFICERS

8 1 Number. The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors. The office of Vice President may be held vacant. Such other officers, assistant officers, and agents as may be deemed necessary may be elected or appointed by the

Board of Directors.

8.2 Election and Term of Office Except for the initial officers of the Association as designated in the Articles of Incorporation, who shall hold office until they resign or are removed, the officers of the Association shall be elected annually at the first meeting of the Board of Directors held after each annual meeting of the members. If the officers are not elected at such annual meeting, then as soon thereafter as is practical a special meeting of the Board shall be called for such purpose. Each officer shall hold office until his successor has been duly elected and qualified or until his death or until he resigns or has been removed in the manner as herein provided.

8.3 Removal Any officer or agent elected by the Board of Directors may be removed by an affirmative vote of a majority of the Board of Directors, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

8.4 Vacancies A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term

8.5 President The President shall be a member of the Board of Directors and shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Association. He shall, when present, preside at all meetings of the members and of the Board of Directors. He shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time

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

8.7 Secretary The Secretary shall

(a) Keep the minutes of the members' and of the Board of Directors' meetings in one or more books provided for that purpose;

(b) Give, or cause to be given, all notices in accordance with the provisions of these By-Laws or as required by law;

(c) Be custodian of the Association's records and of the seal of the Association and see that the seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized or required;

(d) Keep a register of the post office address of each member which shall be

furnished
to the Secretary by such Association;

(e) Have general charge of the membership records of the Association; and

(f) In general perform all duties incident to 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 Directors.

8.8 Treasurer The Treasurer shall:

(a) Have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for moneys due and payable to the Association from any source whatsoever, deposit all such moneys in the name of the Association in such banks, trust companies or other depositories as shall be selected by the Board, keep full and accurate accounts of receipts and disbursements in books belonging to the Association and render to the President and Directors at each regular meeting of the Board, or whenever they may require it, an account of all such transactions and the financial condition of the Association, and

(b) In general perform all of the 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 Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. Such bond shall be at the expense of the Association.

8.9 Other Officers. Such other officers, assistant officers and agents which may be elected or appointed by the Board of Directors shall perform such duties as shall be assigned to them by the Board of Directors.

8.10 Compensation and Fees The officers of the Association shall not receive any monetary compensation for the services performed in the conduct of the business of the Association, except upon the vote or written consent of a Majority of Ownership Interests. Nothing herein contained shall be construed or preclude any officer from serving the Association in any other capacity as an agent, employee or otherwise and receiving compensation therefor. Officers of the Association may be reimbursed for expenses incurred in carrying on the business of the Association.

ARTICLE IX CONTRACTS, LOANS, CHECKS AND DEPOSITS

9.1 Contracts The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances; and unless so authorized by the Board, no officer, agent or employee

shall have any power or authority to bind the Association by and contract or engagement or to pledge its credit or to render it liable for any purpose or to any amount.

9.2 Loans. No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

9.3 Checks. Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association for over \$500.00 shall be signed by any two (2) officers or agents of the Association designated by the Board as signators.

9.4 Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the Credit of the Association in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE X

INDEMNIFICATION OF DIRECTORS AND OFFICERS MEMBERS

10.1 General Indemnity. To the extent consistent with Oklahoma or other applicable law in effect from time to time, any and all present and future Directors or Officers (who for purposes of this Article shall be included as "officers") of the Association shall be indemnified by the Association against all costs, and legal or other expenses, including counsel fees and the costs or amount of settlement reasonably incurred by or imposed upon them, or any of them in connection with the defense of any action, suit or proceedings, whether civil or criminal, in which they, or any of them are made parties, or a party, by reason of being or having been Directors or officers or a Director or officer of the Association. The right of indemnification herein provided shall apply whether or not such Director or officer or former Director or officer is such at the time such costs or expenses are incurred or imposed.

10.2 Misconduct Voids Indemnity. Such right of indemnification shall not apply, however, if any such Director or officer or former Director or officer shall be finally adjudged in such action, suit or proceeding to be liable for misconduct in the performance of duty. If any such action, suit or proceeding is settled (whether by agreement, entry of judgment by consent, or otherwise) without a final determination on the merits, the determination by a majority of the Board of Directors which members of the board are not parties to or involved in such action, suit or proceeding, though less than a quorum, or of any disinterested person or a majority of more than one disinterested person to whom the question may be referred by the Board of Directors, that such action, suit or proceedings did not arise out of misconduct in the performance of duty by the Director or officer or former Director or officer indemnified, and that such Director or officer would not be held liable in the action, suit or proceeding in question, shall be necessary and sufficient to justify indemnification hereunder,

10.3 Indemnity, Specific Situations. For the purpose of the preceding

provisions:

- (a) The right of indemnification conferred hereby shall extend to any threatened action, suit or proceeding;
- (b) The determination of an action, suit or proceeding by a plea of nolo contendere or other like plea shall not constitute a final determination on the merits; and
- (c) Unless expressly so adjudicated, a judgment against a Director or officer or former Director or officer indemnified, in any civil, criminal or other action, suit or proceeding, shall not constitute a determination that such Director or officer had been liable for misconduct in the performance of duty. Advances may be made by the Association against costs, expenses and fees, as, and upon the terms, determined by the Board of Directors.

10.4 Indemnity Not Exclusive. The foregoing right of indemnification shall not be exclusive of any other rights to which any Director or officer may be entitled as a matter of law or which may be lawfully granted to him, and the indemnification herein provided shall be in addition to and not in restriction or limitation of any other privilege or power which the Association may lawfully exercise with respect to the indemnification or reimbursement of Directors or officers.

ARTICLE XI

POWERS AND DUTIES OF ASSOCIATION

11.1 General. Subject to the provisions of the Declaration and to the limitations of the Certificate of Incorporation, other provisions of these By-Laws and the Oklahoma General Corporations Act as to action to be authorized or approved by the members, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the Association shall be controlled by the Board, without prejudice to such general powers but subject to the same limitations, it is hereby expressly declared that the Directors shall have the powers and duties as set out below in this Article XI.

11.2 Appoint Officers and Establish Their Duties. To select and remove all the officers, agents and employees of the Association, prescribe such powers and duties for them as may be consistent with the law, the Certificate of Incorporation, the By-Laws or the Declaration.

11.3 Control Business of the Association. To conduct, manage and control the affairs and business of the Association, and to make such rules and regulations therefor consistent with the law, the Certificate of Incorporation, the By-Laws or the Declaration as they deem best, including rules and regulations for the operation of the Common Elements and facilities owned or controlled by the Association.

11.4 Business Location Use of Seal. To change the principal office for the transaction of the business of the Association from one location to another within the

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State of Oklahoma

same city To designate any place within the city of Grove, State of Oklahoma, for the holding of any membership meeting or meetings and to adopt, make and use a corporate seal, and to alter the form of such seal from time to time as in their judgment they may deem best, provided such seal shall at all times comply with the provisions of law

11.5 Borrow Money, Encumber Property To borrow money and incur indebtedness for the purposes of the Association and to cause to be executed and delivered therefor, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, or other evidences of debt and securities therefor, provided, however that the Board shall not have the power to borrow money for the Association during any fiscal year in excess of the aggregate sum of, nor to sell during any fiscal year, Property of the Association having an aggregate fair market value greater than ten percent (10%) of the budgeted gross expenses of the Association for that fiscal year without the vote or written consent of a Majority of Ownership Interests.

11.6 Obtain Insurance. To contract and pay for fire, casualty, liability, fidelity and other insurance adequately insuring the Association and Townhome Owners with respect to the Common Elements and the affairs of the Association, which shall include bonding of the members of any management body. Notwithstanding any provisions to the contrary herein, so long as the Federal National Mortgage Association ("FNMA") holds a mortgage on a Townhome Unit in the project, or owns a Townhome Unit, the Association shall continuously maintain in effect such casualty and liability insurance and fidelity body, meeting all requirements and containing such coverage and endorsements as may be required from time to time by FNMA. Such casualty insurance shall include, but not be limited to, a Townhome Unit master or blanket master or blanket policy, with full replacement cost coverage, and an agreed value endorsement. Whether or not FNMA holds any mortgage, fidelity insurance shall be in the form of a bond in an amount equal to one hundred fifty percent (150%) of the Association's annual assessment plus reserves, which names the Association as obligee, and covers misappropriation of Association Property by members of the Board, Officers and employees of the Association and any management agent and his employees whether or not any such person is compensated for his services.

11.7 Obtain and Pay Utilities To pay all charges for water, electricity, gas, other utility services for the Common Elements and, to the extent not separately metered or charged for each Townhome Unit.

11.8 Operate Property To manage, operate, maintain and repair the Common Elements and all improvements located thereon, including the restoration and replacement of any or all of the Buildings, structures or improvements which are part of the Common Elements at any time and from time to time as the Board may determine desirable or necessary, and to make capital expenditures for and on the behalf of the Association with the vote or written consent of the voting power of the Association

11.9 Enter Into Townhome Units. To enter into any Townhome Unit or Limited Common Element subject to the limitations set forth in the Declaration.

11.10 Enforce Declaration and By-Laws To enforce the provisions of the Declaration, the Certificate of Incorporation and By-Laws of the Association, the rules and regulations adopted by the Board and the provisions of any agreement to which the Association is a party

11.11 Enter Into Contracts. To contract and pay for maintenance, gardening utilities, materials, supplies, and services relating to the Common Elements and to employ personnel necessary for the operation and maintenance of the same including legal and accounting services; provided, however, that the term of any contract with a third person for supplying goods or services to the Common Elements or for the Association shall not exceed a term of one (1) year unless a longer term is approved by a Majority of the Ownership Interests; except that a contract with a public utility company for materials or services, the rates for which are regulated by the Public Utilities Commission, may exceed a term of one (1) year so long as it does not exceed the shortest term for which the public utility will contract at the regulated rate; a contract for prepaid casualty and/or liability insurance policies may be for a term of not to exceed three (3) years, provided that the policy permits short-rate cancellation by the Association

11.12 Professional Management The Board may secure a qualified professional management firm or individual for the management of the project. Further, any agreement for management of the Property and any other contract providing for services by the Declarant, shall be terminable for cause upon thirty (30) days' written notice, and without cause or payment of a termination fee upon ninety (90) days' written notice and shall have a term of not more than one (1) year.

11.13 Pay Taxes and Assessments To pay any taxes and governmental special assessments which are or could become a lien on the Common Elements or any portion thereof

11.14 Discipline Owners To initiate and execute disciplinary proceedings against members of the Association for violations of the provisions of the Certificate of Incorporation and By-Laws of the Association, the Declaration and the rules and regulations adopted by the Board.

11.15 Budgets and Financial Statements. To prepare budgets and financial statements for the Association as provided in the By-Laws and hire the services of accountants, bookkeepers and other professionals in this endeavor

11.16 Notice to Mortgagee of Owner's Default Upon the written request of the holder of any first mortgage encumbering any Townhome Unit, to notify the same in writing of any default by the Townhome Owner of such Townhome Unit in the performance of the Townhome Unit Owner's obligations under the Bylaws or the Declaration which is not cured within thirty (30) days

11.17 Notice to Mortgagee of Damage to Townhome Unit To give notice in writing to the Federal Home Loan Mortgage Corporation ("FHLMC"), to FNMA or any Mortgagee, in care of the servicers of such loans on Townhome Units, of any loss to or taking of the Common Elements.

11.18 Notice to Mortgagee of Damage to Common Elements. To give timely written notice to all first mortgagees of any substantial damage to or destruction of any Townhome Unit or any part of the Common Elements and, if any Townhome Unit or any portion thereof or the Common Element or any portion thereof is made the subject to any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, to give timely written notice to all first mortgagees of any such proceeding or proposed acquisition

11.19 Prosecute or Defend Litigation. Engage Legal Counsel. To prosecute or defend, in the name of the Association, any action affecting or relating to the Common Elements or the Property owned by the Association, and any action in which all or substantially all of the Townhome Unit Owners have an interest; and to hire legal counsel and other professionals as may be necessary to advise the Association in the conduct of the business of the Association.

11.20 Executive Committees To delegate any of its powers hereunder to others, including committees, officers and employees

11.21 Purchase Property. To purchase or accept gifts, conditionally or unconditionally, of real estate or personal property and to annex said real estate to the Property submitting same to the Unit Ownership Estate Act, making sure a Common Element (same may be classified as a General Common Element or a Limited Common Element as the Association may deem appropriate).

ARTICLE XII **MISCELLANEOUS**

12.1 Inspection of Books and Records The Association shall keep in its principal office for the transaction of business or at such other place within the Property as the Board shall prescribe the original or a copy of the By-Laws as amended or otherwise altered to date, certified by the Secretary, a membership register, books of account and copies of minutes of all membership, Board and committee meetings, all of which shall be made available for inspection and copying by any member of the Association or by any member's duly appointed representative and by all first mortgagees, at any reasonable time, with reasonable notice, and for a purpose reasonably related to his interest as a member or mortgagee. The Board shall establish reasonable rules with respect to:

(a) Notice to be given to the custodian of the records by the member or mortgagee desiring to make the inspection,

(b) Hours and days of the week when such an inspection may be made, and (c) Payment of the costs of reproducing copies of documents requested.

Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the Common Elements. The right of

inspection by a Director shall include the right at his expense to make extracts and copies of documents.

12.2 Fiscal Year The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of each year, except that the first fiscal year shall begin on the date of incorporation of the Association. However, the fiscal year of the Association is subject to change from time to time as the Board shall determine.

12.3 Financial Statements The Board shall cause an audited financial statement (including a balance sheet and income and expense statement) of the affairs of the Association to be made:

(a) As of the last day of the calendar year following the calendar year in which close of the sale of the first Townhome Unit by Declarant to a Townhome Unit Owner occurs. Said financial statement shall reflect the financial condition of the Association as of said date and shall summarize the financial transactions in which the Association was involved during the period between the close of the first sale and the date of the financial statement. The financial statement shall include a schedule of assessments received or receivable itemized by Townhome Unit and shall include the name of the Person or entity assessed. A copy of said financial statement shall be distributed personally or by mail to each of the members of the Association and, upon written request, to all first mortgagees, within sixty (60) days after the date of such financial statement.

(b) As of the last day of each fiscal year of the Association, said financial statement reflecting the financial condition of the Association as of said date and summarizing the financial transactions in which the Association was involved during the period between the close of the first sale of a Townhome Unit or the last of such financial statements and the date of the current financial statement. Said financial statement shall include an external audit by an independent certified public accountant for each fiscal year, and a copy of the financial statement shall be distributed personally or by mail to each member of the Association and, upon written request, to all first mortgagees within ninety (90) days following the end of each fiscal year.

12.4 Budget The Board shall cause a pro forma operating statement (budget) for the Association to be prepared for the second and each succeeding fiscal year of the Association, a copy of which shall be distributed personally or by mail to each of the members of the Association not less than thirty (30) days prior to the beginning of the fiscal year to which the budget relates.

ARTICLE XIII **AMENDMENTS**

13.1 Except as otherwise provided herein, new By-Laws may be adopted or these By-Laws may be amended or repealed by the vote of the members owning more than seventy-five percent (75%) of The Village at St. Andrew's Ownership Interests or by the written assent of such members; provided, however, that no material amendment to the By-Laws shall be made without the prior written approval of one-hundred percent

(100%) of the Mortgagees holding first mortgages encumbering Townhome Units Upon amendment to these By-Laws, such amendments shall be recorded

I-2004-001725 Book 1594 Pg 628
02/20/2004 2 31 pm Pg 0557-0628
Fee \$ 155 00 Doc \$ 0 00
Carol Fortner - Delaware County Clerk
State of Oklahoma

ARTICLE XIV
WAIVER OF NOTICE

14.1 Unless otherwise provided by law, whenever any notice is required to be given to any member or Director of the Association under the provisions of these By-Laws, the Certificate of Incorporation, or Declaration, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

The undersigned, being the President of The Village at St. Andrew's, a corporation not for profit under the laws of the State of Oklahoma, does hereby certify that the foregoing By-Laws were adopted as the By-Laws of the Association at a meeting held for such purpose on the 18th day of February, 2004

THE VILLAGE AT ST. ANDREWS, INC.

By William A. Myers President
William A. Myers

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss

This instrument was acknowledged before me on this 20 day of February, 2004 by William A. Myers, as President of The Village at St. Andrew's, Inc.

Carrie Lampe
Notary Public

My Commission Expires

10/8/07
RD/HARKISBY/LAWS/ik

CARRIE LAMPE
Notary Public in and for
State of Oklahoma Delaware County
Commission # 99016650
My Commission expires Oct 08, 2007

AMENDMENT TO THE DECLARATION OF UNIT OWNERSHIP ESTATE
FOR THE VILLAGE AT ST.ANDREW'S


The undersigned Declarant, in accordance with Article XV of the Declaration of Unit Ownership Estate for the Village at St. Andrew's, as recorded February 20, 2004 in Book 1594, Pages 557 to 628, in the Office of the County Clerk, Delaware County, Oklahoma, and owning more than 75% of the Townhome Unit Owners Interest in such Unit Ownership Estate, does hereby amend said Declaration as follow:

Under Article 21.3 of the aforesaid Declaration, Physical Changes: Amend Declaration, the Declarant shall not be required to sign or record any Amendment which shall evidence an interior design change in accordance with the provisions of the said Article.

Dated this 31st day of December, 2005

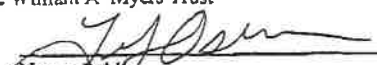
I-2008-000205 Book 1697 Pg 533
01/05/2008 2:38 pm Pg 0533-0533
Fee \$ 13.00 Doc \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

DECLARANT


WILLIAM A. MYERS, Trustee of the
William A. Myers Trust dated January 17,
1996, successor in interest to Declarant,
William A. Myers

STATE OF OKLAHOMA)
COUNTY OF DELAWARE)ss.

This instrument was acknowledged before me on this 31st day of December
2005, by William A. Myers, Trustee of the William A. Myers Trust


Notary Public

My Commission Expires:

2-27-07



PO Box 450848
Grove, OK 74345

AMENDMENT TO THE DECLARATION OF UNIT OWNERSHIP ESTATE
FOR THE VILLAGE AT ST ANDREW'S


The undersigned Declarant, in accordance with Article XV of the Declaration of Unit Ownership Estate for the Village at St. Andrew's, as recorded February 20, 2004 in Book 1594, Pages 557 to 628, in the Office of the County Clerk, Delaware County, Oklahoma, and owning more than 75% of the Townhome Unit Owners Interest in such Unit Ownership Estate, does hereby amend said Declaration as follow:

Units 6-1, 6-2, 6-3, and 6-4, Village at St Andrew's, as identified and set forth on the Exhibit "A" Site Plan attached to the above referenced Declaration, and on the Schedule of Undivided Interest in the Common Elements, as shown on Exhibit "C", also attached to said Declaration, shall hereinafter be referred to as Units 6A-1, 6A-2, 6B-3, and 6B-4, respectively. The "A" and "B" suffix shall designate separate buildings, adjacent but not contiguous to one another, each having two Townhome Units therein.

Dated this 21st day of August, 2006

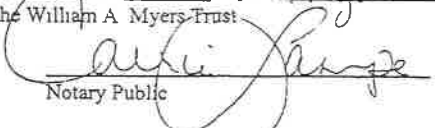
1-2006-010138 Book 1731 Pg. 259
08/23/2006 8:40 am Pg 0259-0259
Fee \$ 13.00 Doc \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

DECLARANT

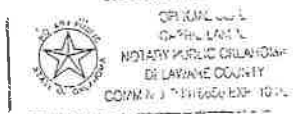

WILLIAM A MYERS, Trustee of the
William A Myers Trust dated January 17,
1996, successor in interest to Declarant,
William A Myers

STATE OF OKLAHOMA)
COUNTY OF DELAWARE)ss

This instrument was acknowledged before me on this 21 day of August,
2006, by William A Myers, Trustee of the William A Myers Trust


Notary Public

My Commission Expires



AMENDMENT TO THE DECLARATION OF UNIT OWNERSHIP ESTATES FOR
THE VILLAGE AT ST. ANDREW'S
DELAWARE COUNTY, OKLAHOMA

THIS AMENDMENT to the Declaration of Unit Ownership Estates for The Village at St. Andrews, made this 5th day of August, 2014, by William A. Myers, Trustee of the William A. Myers Trust dated January 17, 1996, successor in interest to William A. Myers, the original Declarant, William A. Myers, as the President of the Board of Directors, DeAtley Hampton, as Assistant Secretary/board member, Connie Folsom, as the Secretary/Treasurer of the Board of Directors, and Zenaide Myers, as board member, being a majority of the Board of Directors of the association of The Village at St. Andrew's, Inc.

WITNESSETH:

WHEREAS, on February 20, 2004, there was recorded in the Office of the County Clerk of Delaware County, Oklahoma, a "Declaration of Unit Ownership Estates for The Village at St. Andrew's" (hereinafter "the Declaration"), which instrument was recorded on February 20, 2004, in Book 1594 at Pages 557-628, creating a Unit Ownership Estate in Delaware County, Oklahoma, called "The Village at St. Andrew's" and setting forth provisions for the development, sale, and administration of the property described in the Declaration; and,

WHEREAS, an Amendment to the Declaration was filed on January 5, 2006, in Book 1697 at Page 533 of the records of the County Clerk of Delaware County, Oklahoma; and,

WHEREAS, a second Amendment to the Declaration was filed on August 23, 2006, in Book 1731 at Page 259 of the records of the County Clerk of Delaware County, Oklahoma; and,

WHEREAS, the Declaration, as amended, allows and sets forth the procedure for amending the Declaration; and,

WHEREAS, William A. Myers, Trustee of the William A. Myers, Trustee of the William A. Myers Trust as dated January 17, 1996, as the successor in interest to Declarant, and the Board of Directors of the association desire to further amend the Declaration to change the name of the Unit Ownership Estate and to make additional amendments consistent therewith.

NOW, THEREFORE, the Declaration of the Unit Ownership Estates for The Village at St. Andrew's is hereby amended as follows, *to-wit*:

1. The name of the Unit Ownership Estate is hereby declared to be "The Village at Grand Lake". Any reference to "The Village at St. Andrew's" set forth in the Declaration shall be deemed to be a reference to "The Village at Grand Lake" and the name "The Village at Grand Lake" shall be substituted in place of the name "The Village at St. Andrew's" on all deeds of record and shall be used in any and all future conveyances of property in the Unit Ownership Estate.
2. Article I, Definitions, numerical paragraph 1.1 (b) and 1.1 (f) is hereby amended to read as follows:

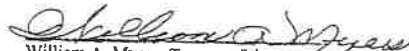


ARTICLE I
DEFINITIONS

I-2014-006465 Book 2085 Pg: 878
08/15/2014 2:24 pm Pg C875-0881
Fee \$ 25.00 Doc: \$ 0.00
Barbara Barnes - Delaware County Clerk
State of Oklahoma

- (b) "Association" means The Village at Grand Lake, Inc., a non-profit corporation, organized under the laws of the State of Oklahoma for the purpose of administering the Property and the Townhome Units and shall have the same meaning as the term "Control of Unit Owners" has under the act.
- (f) "Certificate of Incorporation" means the Amended Not for Profit Certificate of Incorporation of "The Village at Grand Lake, Inc.
2. Except as is hereinabove set forth, the Declaration, as heretofore amended, is hereby ratified, confirmed and adopted to the extent that the same is consistent herewith. Any provision inconsistent with the amendments set forth above is hereby revised to make the same consistent herewith.

IN WITNESS WHEREOF, the undersigned have subscribed their names hereto on the date set forth below.


William A. Myers, Trustee of the
William A. Myers Trust dated
January 17, 1996, successor in interest to Declarant


William A. Myers,
President of the Board of Directors


DeAtley Hampton,
Assistant Secretary/Board Member


Connie Folsom, Secretary

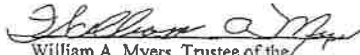

Zehalide Myers, Board Member

1-2014-006465 Book 2085 Pg 677
 08/15/2014 2:24 pm Pg 0875-0681
 Fee: \$ 25.00 Doc: \$ 0.00
 Barbara Barnes - Delaware County Clerk
 State of Oklahoma

ARTICLE I
DEFINITIONS

- (b) "Association" means The Village at Grand Lake, Inc., a non-profit corporation, organized under the laws of the State of Oklahoma for the purpose of administering the Property and the Townhome Units and shall have the same meaning as the term "Control of Unit Owners" has under the act.
- (f) "Certificate of Incorporation" means the Amended Not for Profit Certificate of Incorporation of "The Village at Grand Lake, Inc.
2. Except as is hereinabove set forth, the Declaration, as heretofore amended, is hereby ratified, confirmed and adopted to the extent that the same is consistent herewith. Any provision inconsistent with the amendments set forth above is hereby revised to make the same consistent herewith.

IN WITNESS WHEREOF, the undersigned have subscribed their names hereto on the date set forth below.



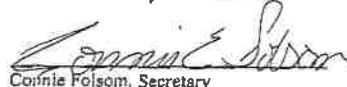
William A. Myers, Trustee of the,
 William A. Myers Trust dated
 January 17, 1996, successor in interest to Declarant



William A. Myers,
 President of the Board of Directors



DeAtley Hampton,
 Assistant Secretary/Board Member



Connie Folsom, Secretary



Zenaide Myers, Board Member

STATE OF OKLAHOMA)
COUNTY OF Ottawa) ss.

I-2014-006465 Book 2085 Pg: 878
08/15/2014 2:24 pm Pg 0875-0881
Fee: \$ 25.00 Doc: \$ 0.00
Barbara Barnes - Delaware County Clerk
State of Oklahoma

Before me, a Notary Public in and for said County and State, on this 5th day of August, 2014, personally appeared **William A. Myers, Trustee of the William A. Myers Trust dated January 17, 1996**, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.



My commission expires under my hand and seal the day and year last above written.

Angela J. Hamilton
Notary Public

My commission expires: 12/20/2017

STATE OF OKLAHOMA)
COUNTY OF Ottawa) ss.

Before me, a Notary Public in and for said County and State, on this 5th day of August, 2014, personally appeared **William A. Myers**, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.



My commission expires under my hand and seal the day and year last above written.

Angela J. Hamilton
Notary Public

My commission expires: 12/20/2017

STATE OF OKLAHOMA)
COUNTY OF Ottawa) ss.

Before me, a Notary Public in and for said County and State, on this 5th day of August, 2014, personally appeared **DeAtley Hampton**, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

Angela J. Hamilton
Notary Public

My commission expires: 12/20/2017



Page 3 of 4

1-2014-006465 Book 2085 Pg: 879
 08/15/2014 2:24 pm Pg 0875-0881
 Fee: \$ 25.00 Doc: \$ 0.00
 Barbara Barnes - Delaware County Clerk
 State of Oklahoma

Arizona
 STATE OF OKLAHOMA)
 Coconino) ss.
 COUNTY OF DELAWARE)

Before me, a Notary Public in and for said County and State, on this 4th day of August, 2014, personally appeared **Connie Folsom**, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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



Erin M. Keller
 Notary Public

My commission expires: _____

STATE OF OKLAHOMA)
) ss.
 COUNTY OF DELAWARE)

Before me, a Notary Public in and for said County and State, on this ____ day of August, 2014, personally appeared **Zenaide Myers**, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

 Notary Public

My commission expires: _____

STATE OF OKLAHOMA)
COUNTY OF DELAWARE) ss.

Before me, a Notary Public in and for said County and State, on this ____ day of August, 2014, personally appeared Connie Folsom, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: _____
Notary Public

STATE OF OKLAHOMA)
COUNTY OF Ottawa) ss.

Before me, a Notary Public in and for said County and State, on this 5th day of August, 2014, personally appeared Zenaide Myers, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: 12/20/2017



OFFICE OF THE SECRETARY OF STATE



**AMENDED NOT FOR PROFIT
CERTIFICATE OF INCORPORATION**

WHEREAS, the Amended Not For Profit Certificate of Incorporation of

THE VILLAGE AT GRAND LAKE, INC.

has been filed in the office of the Secretary of State as provided by the laws of the State of Oklahoma.

NOW THEREFORE, I, the undersigned, Secretary of State of the State of Oklahoma, by virtue of the powers vested in me by law, do hereby issue this certificate evidencing such filing.

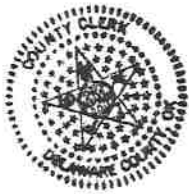
IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the Great Seal of the State of Oklahoma.



*Filed in the city of Oklahoma City this
6th day of June, 2014.*

Chris Beuge

Secretary of State



AMENDED AND RESTATED
DECLARATION OF UNIT OWNERSHIP ESTATES

FOR
THE VILLAGE AT GRAND LAKE

I-2019-009928 Book 2305 Pg: 85
12/18/2019 10:34 am Pg 0085-0120
Fee: \$ 88.00 Doc: \$ 0.00
Barbara Barnes - Delaware County Clerk
State of Oklahoma

Pursuant to a Declaration of Unit Ownership Estates executed by William A. Myers (as "Declarant") and recorded on February 20, 2004, in Book 1594, at Pages 557-628 (the "Original Declaration") said William A. Myers did make, publish and declare as follows: The Declarant is the owner of the fee simple title in and to the following described land, together with all improvements thereon and appurtenances thereto belonging, situated in Delaware County, Oklahoma, described in Exhibit "A" attached to the Original Declaration and incorporated herein by reference. All Exhibits to the Original Declaration are hereby incorporated herein by reference. All of the above property is herein referred to as the "Property." Declarant desires to convert all of the Property to Unit Ownership Estates (hereinafter called "The Village at Grand Lake") under the Oklahoma Unit Ownership Estate Act; and

The Declarant, has caused the Property to be subdivided into Forty-One (41) Townhome "Units" and has caused each Unit to be assigned a Unit Designation; and

The Declarant, will sell and convey each Townhome Unit to separate owners subject to their respective rights in the Common Elements and otherwise subject to the protective covenants, conditions, restrictions, reservations, liens, easements, privileges, rights, and charges as hereinafter set forth.

THEREFORE, the Declarant hereby declares that the Property is submitted to the provisions of the Oklahoma Unit Ownership Estate Act, hereinafter referred to as the "Act," and shall be held, sold, conveyed, and owned subject to this Declaration for the purpose of preserving the value, use

and habitability of the Property. The terms of this Declaration shall be binding on all persons having or acquiring any right, title or interest in a Townhome Unit or in the Property and shall inure to the benefit of each Townhome Owner. The Property and Townhome Units created by this Declaration shall be known as "THE VILLAGE AT GRAND LAKE." Where the terms and conditions of this Declaration are contradictory to the provisions of the Act, and where such contradictions are not permissible according to law, the Act shall control.

ARTICLE I

DEFINITIONS

1.1 Unless it is plainly evident from the context in which a term is used that a different meaning is intended, as used herein the following terms shall have the meaning as defined by the Act, and as consistent therewith, shall have the following meanings:

- (a) "Act" shall have the meaning specified in the preamble hereof.
- (b) "Association" means The Village at Grand Lake Owners Association, Inc., a non-profit corporation, organized under the laws of the State of Oklahoma for the purpose of administering the Property and the Townhome Units and shall have the same meaning as the term "Council of Unit Owners" has under the Act.
- (c) "Board of Directors" or "Board" means the Board of Directors of the Association.
- (d) "Building" means one or more of the buildings or structures located on the Property, more particularly shown on the Building Plans attached to the Original Declaration as Exhibit "B."
- (e) "By-Laws" means the By-Laws of the Association existing from time to time.
- (f) "Certificate of Incorporation" means the Certificate of Incorporation of The Village at Grand Lake, Inc., Owners Association.

- (g) "Common Elements" means and includes all physical improvements and appurtenances of the Property except those of the Units.
- (h) "Common Expenses" means and includes:
- (1) Expenses of administration, maintenance, repair or replacement of the Common Elements;
 - (2) Expenses agreed upon as common by all the Townhome Owners;
 - (3) Expenses declared as Common Expenses by the provisions of the Act, or this Declaration, or the Certificate of Incorporation, or By-Laws of the Association;
 - (4) Common Expenses are shared by all Townhome Units pro-rata according to their respective Ownership Interests.
- (i) "Townhome Unit" is the same as a Unit Ownership Estate, which consists of a Unit, together with its respective Ownership Interest in the Common Elements.
- (j) "Townhome Owner" or "Owner" means a person who owns a Townhome.
- (k) "Declarant" shall have the meaning specified in the preamble hereof and under the Act, and its successors (a "Successor Declarant") who have been granted and have assumed the duties, obligations, privileges and rights reserved to the original Declarant under this Declaration.
- (l) "Declaration" means this instrument, when duly recorded, by which the Property is submitted to the provisions of the Act. The Declaration may be amended from time to time.
- (m) "Institutional First Mortgage" means a mortgage owned or held by an Institutional First Mortgagee.
- (n) "Majority of Ownership Interests" means the owners of more than fifty percent (50%) of the aggregate interest in the Common Elements as established by this Declaration and as listed in Exhibit "C" to the Original Declaration. Further, any specified percentage or proportion of

Ownership Interests means such percentage or proportion of the aggregate of such undivided ownership.

(o) "Mortgagee" or "Institutional First Mortgagee" means a bank, Federal or State savings and loan association, insurance company, mortgage company, real estate investment or business trust, pension fund, an agency of the United States government, any other lender generally recognized as an institutional type lender, or the Declarant (including any nominee of Declarant) owning and holding a mortgage encumbering a Townhome Unit.

(p) "Owner" means a Townhome Owner.

(q) "Ownership Interest" means the proportionate undivided interest in the Common Elements which are appurtenant to a Townhome Unit. The Ownership Interest for each Townhome is set out on Exhibit "C" to the Original Declaration.

(r) "Person" means an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.

(s) "Property" shall have the meaning as specified in the preamble hereof.

(t) "Recordation" means to file of record in the office of the County Clerk in Delaware County, Oklahoma, in the manner provided by law for recordation of instruments affecting real estate.

(u) "Unit or Townhome Unit" means an enclosed part of a Building intended for use as a residence with direct access to a common area, including the several rooms and enclosed spaces therein, as shown on the attached building plans, but not including building load-bearing walls and the roof of each Unit. Each Unit excludes the building load-bearing walls, but includes all room dividing partitions (other than load-bearing walls), and the contents of such partitions (except for utility chases), interior to the Unit. Each Unit includes decorations of the surfaces on load-bearing

walls within the Unit, and on the Unit's ceilings, and floors (i.e. wallpaper, tile, carpet, paint and finishing materials) interior to the Unit. Also included as part of a Unit are the appliances, fixtures, and equipment contained within the Unit, including such Unit's heating and air-conditioning, heat exchanger and fan coil units. All utility services within the Unit shall be part of such Unit (i.e., to the point of termination at the surface interior to the Unit). Electrical conduits, plumbing pipes, telephone lines, and other facilities for the furnishing of utility services to units located within utility chases within a Unit are not part of the Unit, but are part of the Common Elements. The Association shall have the authority to interpret this section in the event of a dispute between the Association and a Townhome Owner, or between or among Townhome Owners or any other person, as to what does or does not comprise a part of a particular Unit or the Common Elements, and such determination of the Association shall be binding.

(v) "Unit Designation" is part of the legal description of the Unit, as shown in Exhibit "C" to the Original Declaration. No other letter or number is necessary to designate a Unit and its Ownership Interest in a legal description.

(w) "Unit Owner" means a Townhome Owner.

(x) "Unit Ownership Estate" means the estate contemplated by the Act, consisting of a single Unit in one of the Buildings together with the Ownership Interest in the Common Elements attributed to that Unit.

ARTICLE II

DESCRIPTION OF IMPROVEMENTS

2.1 General Improvements. The Unit Designation and a particular description of each Unit subject hereto is contained in the short description of each Unit attached to the Original

Declaration as Exhibit "B" and made a part hereof. Each Building is generally made of stucco, concrete, metal roofs and other common building materials.

2.2 Identification of Units and Common Elements. The Units and all other improvements constructed on the Property are set forth in detail in Exhibit "B" to the Original Declaration. Each Unit is described in such a manner that there can be determined therefrom the identification, location and dimensions of such Unit and the Common Elements appurtenant thereto. Each Unit is identified by a number so that no Unit bears the same designation as any other Unit. All remaining areas are Common Elements.

ARTICLE III

TOWNHOME OWNERSHIP

3.1 Independent Use and Fee Simple Ownership. Each Townhome shall be conveyed as separate real property capable of independent use and fee simple ownership. The owner of each Townhome shall own, as apart thereof, an undivided interest (the Ownership Interest) as listed in Exhibit "C" to the Original Declaration, in and to all Common Elements.

3.2 Townhome Described. Each Townhome consists of a Unit as shown on Exhibit "A" to the Original Declaration, together with its respective Ownership Interest in the Common Elements. The Ownership Interest which is appurtenant to each Townhome shall not be separated from such Townhome, and shall not be altered except with the unanimous consent of all Townhomes whose Ownership Interests are affected, which consent shall be expressed by an amended declaration duly recorded. The space within each Unit shall not be further subdivided into more than one Unit. The Common Elements shall remain undivided.

3.3 Waiver of Right to Partition of Common Elements. The Declarant and each subsequent Owner of any interest in a Townhome, by acceptance of a conveyance or any instrument

transferring an interest, waives the right of partition of Ownership Interests held as tenants in common in the Common Elements.

3.4 Perpetual Easement for Ingress and Egress. All Townhome Owners shall have as an appurtenance to their Townhomes: a perpetual easement for ingress to and egress from their Units over driveways, walks and other Common Elements, and from and to the public streets bounding and within the boundaries of the Property, which access shall not be restricted except as may reasonably be required in order to assure the security of the Townhomes and a perpetual right or easement in common with all Townhome Owners to the use and enjoyment of all General Common Elements.

ARTICLE IV

COMMON ELEMENTS

4.1 Common Elements Described. The Common Elements shall include those elements described in the definition of "Common Elements" above.

4.2 Common Elements Described. Common Elements shall include the Property, as defined above, in fee simple, including all of the following described elements, to-wit:

- (a) The foundations, columns, girders, beams, supports, load-bearing walls, roofs of all Buildings.
- (b) Installations of services such as power, light, natural gas, fire systems, hot and cold tempered water, cable television, incinerating and trash, and heating and air conditioning; and
- (c) The tanks, pumps, motors, fans, compressors, ducts, and in general, all apparatus and installations existing for common use or for the common areas; and
- (d) All personal property held and maintained for the joint use and enjoyment of all Townhome Owners; and

(e) All other elements of the Property necessary or convenient to its existence, maintenance and safety and normally in common use.

4.3 Limited Common Elements. The driveway leading to any Townhome Unit shall be a common element, but limited to the use of that Townhome owner, his or her guests and invitees.

ARTICLE V

ADMINISTRATION OF UNIT OWNERSHIP ESTATES

5.1 The Association. The operation and management of the Townhomes shall be administered by The Village at Grand Lake Home Owners Association, Inc., an Oklahoma non-profit corporation (the "Association").

5.2 Powers of Association. The Association shall have all of the powers and duties incident to the operation of the Townhomes as set forth in this Declaration, the Association's By-Laws and Certificate of Incorporation, as well as all of the powers and duties set forth in the Oklahoma Unit Ownership Estate Act and said By-Laws and Certificate of Incorporation. True and correct copies of the Certificate of Incorporation and the By-Laws of said Association are attached to the Original Declaration and incorporated herein in full, and marked Exhibit "D" and Exhibit "E" respectively.

5.3 Liability of Officers. In discharging their duties and responsibilities, the Board and the officers of the Association act on behalf of and as representatives of the Association, which acts in the interest of the Townhome Owners. No person acting in any such capacity shall be individually or personally liable or obligated for the good faith performance or failure of performance of such duties. To the extent and in the manner permitted by the laws of the State of Oklahoma and specifically as is permitted under Section 1031 of Title 18 of the Oklahoma Statutes, the Association may indemnify any person who was or is a party or is threatened to be made a party to any

threatened, pending or completed action, suit or proceeding, whether civil, administrative or investigative, other than an action by or in the right of the Association, by reason of the fact that such person is or was a Director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement.

ARTICLE VI

EFFECT OF DECLARATION

6.1 The provisions of this Declaration shall be applicable and effective upon Recordation, except for specific provisions or portions hereof stating otherwise.

ARTICLE VII

MEMBERSHIP AND VOTING RIGHTS

7.1 Record Owners Are Members. All Townhome Owners, which ownership is evidenced by recordation of a proper instrument in the public records of Delaware County, Oklahoma, including Declarant, shall automatically be members in the Association and their memberships shall automatically terminate when they no longer own such interests.

7.2 Townhome Unit's Vote. Each Townhome Unit shall be allotted a vote to be cast by each respective Townhome Owner as a member of the Association in governing of the affairs of the Property. The vote of each such Townhome Unit shall be equivalent to its Ownership Interest. When the exterior walls and roof of a Townhome Unit are completed the Townhome Unit shall be deemed complete for the purposes of voting and the payment of dues. Thus, when any Owner (including the Declarant or Successor Declarant) completes the exterior walls and roof of a Townhome Unit the Owner shall have the right to vote in the affairs of the Association and the

obligation to pay dues. Except as specifically otherwise provided in the Association's Certificate of Incorporation, the By-Laws or in this Declaration, the affairs of the Association shall be governed by a majority vote of Ownership Interests present at any duly authorized meeting of the members, provided a quorum is present.

7.3 Association Controlled by the Board. All the affairs, policies, regulations and property of the Association shall be controlled and governed by the Board of Directors of the Association. The Board shall be elected by the Townhome Owners entitled to vote. A Director shall be an owner, employee or agent of an owner, officer or trustee of an owner or have such other legal relationship as the Board deems sufficient.

ARTICLE VIII

COMMON EXPENSES, ASSESSMENTS, COLLECTION LIEN, ENFORCEMENT LIMITATIONS

8.1 Annual Budget. The Board shall approve an annual budget in advance for each fiscal year and the budget shall project estimated Common Expenses in sufficient detail to show separate estimates for insurance as set forth herein. In determining the annual budget for such Common Expenses, the Board shall attempt to provide for an operating reserve fund for capital expenses for those Common Elements which must be improved, repaired, or replaced on a periodic basis. Failure of the Board to include any item in the annual budget shall not preclude the Board from levying an additional assessment in any calendar year for which the budget has been projected. Any increase in insurance, utility services, governmental taxes or charges initiated by such agency, vendor, or provider may be passed on in additional assessments as such increase occurs (increased expense assessment).

8.2 Monthly Payment of Annual Assessment. The Association shall assess the annual budgeted sum or annual assessment by delivering or mailing notice thereof to the Townhome Owner

designated on the books of the Association as the voting member representing each Townhome Unit at such Townhome Owner's most recent address as shown by the books and records of the Association. One twelfth (1/12) of the annual assessment shall be due and payable in advance to the Association on the first day of each month, except that payments in advance for more than one-twelfth (1/12) will be accepted. Any increased expense assessment as set out in 8.1 above shall be included in the next monthly statement after the Board is advised of such increase.

8.3 Special Assessments. Special assessments may be levied by the Board from time to time to meet needs or requirements of the Association in the operation and management of The Village at Grand Lake.

8.4 Liability Cannot Be Avoided. The liability for any assessment or portion thereof may not be avoided by a Townhome Owner or waived by reason of such Townhome Owner's waiver of the use and enjoyment of any of the Common Elements or by his abandonment of his Unit.

8.5 Personal Liability for Assessment, Enforcement Expenses. The Townhome Owners of record shall be personally liable to the Association for the payment of all assessments, regular or special, made by the Association and for all costs of collection including attorney's fees of delinquent assessments. An individual Townhome Owner may be assessed for expenses of collection. Expenses incurred by the Association as a result of the violation of the rules, By-Laws, Certificate of Incorporation of the Association or of this Declaration by the Townhome Owner or his tenants or guests may be assessed against such Townhome Owner. Assessments may be made against each Townhome Owner for utility services which are not individually metered, but which are commonly metered with other residential properties.

8.6 Interest on Unpaid Assessments. Any assessment not paid when due shall accrue interest at the rate of fifteen percent (15%) per annum from and after the due date until paid.

8.7 Lien for Unpaid Assessments. The Association shall have a lien on each Townhome

for any unpaid assessment, interest and collection costs (including attorney's fees) thereon which have been assessed against the Townhome Owner. The said lien shall be effective from and after the date on which such assessment becomes due. In the event assessments against a Townhome Unit are not paid within sixty (60) days after their due date, the Association shall have the right to foreclose its lien for such assessments. The Board may take such action as it deems necessary to collect assessments by personal actions or by enforcing and foreclosing said lien and may settle and compromise the same. The delinquent Townhome Owner shall pay all costs, including reasonable attorneys' fees, for filing any action or suit enforcing and foreclosing a lien, and the lien shall be deemed to cover and secure such costs and fees. The Association shall be entitled to bid at any sale pursuant to a suit to foreclose an assessment lien and to apply as credit against said bid all sums due the Association which are covered by the lien enforced. During the period of any foreclosure proceeding, the Owner of the Townhome Unit being foreclosed shall be required to pay to the Association the monthly assessment for the Townhome Unit and the Association shall be entitled to the appointment of a receiver to collect same.

8.8 First Mortgagee in Foreclosure Not Liable for Past-Due Assessments. A first mortgagee acquiring title to a Townhome Unit by foreclosure of its mortgage or by acceptance of a voluntary conveyance in lieu thereof, or a purchaser at judicial sale resulting from the foreclosure of a first mortgage and its successors and assigns shall acquire title free and clear of all delinquent assessments of such Townhome Unit. Provided, however, this provision shall not allow the new Townhome Owner to avoid assessments or dues which may be made on all Townhome Units after the new Townhome Owner's acquisition of title.

8.9 Purchaser's Joint Liability for Past-Due Assessments: Estoppel Letter of Association.

Any Person who acquires an Ownership Interest in a Townhome Unit shall not be personally liable for unpaid assessments up to the time of the transfer of ownership. Any Person purchasing or encumbering a Townhome Unit shall have the right to rely upon any statement made in writing by an officer of the Association regarding assessments which have already been made and which are due and payable to the Association, and the Association and the Townhome Owners shall be bound thereby.

8.10 Unconstructed Units Or Vacant Lots. The Owner of any property included in this Declaration on which a Unit has not yet been constructed ("Unconstructed Unit") shall be responsible for the upkeep, including mowing on the lot or Unconstructed Unit. The Association shall have the right to mow the lot or Unconstructed Unit and bill the Owner thereof for a reasonable mowing charge upon three days written notice to the Owner of any lot or Unconstructed Unit.

8.11 Commencement of Regular Assessments. The regular assessments shall commence as to all Townhome Units on the first day of the calendar month following the month in which the first sale of a Townhome Unit occurs transferring title to an Owner other than a Successor Declarant.

ARTICLE IX

INSURANCE

9.1 Power of Attorney to Procure Insurance. Each Townhome Owner upon acceptance or acquisition of title to such Townhome Unit thereby irrevocably constitutes and appoints the Association his true and lawful attorney in fact to select, procure, place, maintain and manage all forms of insurance hereinafter required to be provided. This provision, however shall not prevent a Townhome Owner from securing additional separate insurance as it may desire.

9.2 No Insurance on Personal Property. Unless the Board of Directors elects to obtain a blanket personal property or contents policy for the Townhome Owners, no such policy shall be administered by the Association.

9.3 Insurance to Be Procured. The Association shall procure insurance for the benefit of the Association and the Townhome Owners and their mortgagees as their interests may appear, specifically including, but not limited to, fire and extended coverage upon the Buildings comprising the Townhome Units and personal property owned by the Association in amounts equal to the maximum replacement value thereof, general comprehensive liability insurance. The Association may arrange any other insurance the Association deems appropriate, including an officers and directors policy of insurance. The Association may arrange any other insurance the Association deems appropriate, including an officers and directors policy of insurance. All such policies of insurance must be issued by a responsible insurance company or companies licensed and authorized to do business in Oklahoma, with premium rates not to exceed the standard rates established by the Oklahoma State Insurance Commission.

9.4 Mortgagee Endorsements. Provisions shall be made for the issuance of certificates of mortgage endorsements to the mortgagee of each Townhome Owner if requested.

9.5 Insurance Cost a Common Expense. Premiums on insurance policies purchased by the Association shall be paid by the Association as a General Common Expense. Provided, however, the cost of such insurance shall be distributed to the Townhome Owners in a manner so as to take into consideration the respective use of each Townhome Unit; and, if rates are higher for any use of a particular Townhome Unit, then that Townhome Unit shall bear the additional expense due to such use.

ARTICLE X

RESPONSIBILITY FOR MAINTENANCE AND REPAIRS

I-2019-009928 Book 2305 Pg: 99
12/18/2019 10:34 am Pg 0085-0120
Fee: \$ 88.00 Doc: \$ 0.00
Barbara Barnes - Delaware County Clerk
State of Oklahoma

10.1 Townhome Owner-Unit Maintenance. Each Townhome Owner shall be solely responsible for the maintenance, repair and replacement of all plumbing, electrical, air conditioning and heating equipment and installations which provide service exclusively to such Unit Owner's Unit. All appliances, including but not limited to, hot water heaters, washers, dryers, private spas, located within the Unit or on the Common Elements, disposals, ovens, ranges, refrigerators, garage door openers, cleaning systems and ventilating systems shall be maintained, repaired, and replaced at the sole cost and expense of the Owner of the Units in which such appliances are installed or serviced.

10.2 The Association. The Association shall be responsible for the maintenance, repair and replacement of all the Common Elements (except those specified herein as being the responsibility of the Townhome Owner), including those portions thereof which contribute to the support of the Buildings. Building roofs, and the painting and maintenance of other exterior portions of said Buildings shall also be the Association's responsibility. Except as otherwise provided herein, all repairs to the Common Elements shall be borne by the Association as a Common Expense. Should any damage be caused to any Townhome Unit by reason of any work which may be caused to be done by the Association in the maintenance, repair or replacement of the Common Elements, the Association shall bear the expense of repairing such damage as a General Common Expense.

10.3 Enforcement in Court of Equity. In the event a Townhome Owner fails to maintain his Townhome Unit as required herein or makes any structural addition or alteration without the required written consent of the Board, the Association shall have the right to proceed in a court of equity to seek compliance with the provisions hereof.

ARTICLE XI

RECIPROCAL EASEMENTS, ENCROACHMENTS

11.1 Easements to Association for Repairs. Each Townhome Owner hereby grants easements to the Association to enter onto each Townhome Unit, or to utility companies to enter onto each Townhome Unit to repair or replace or improve the plumbing, heating, air-conditioning and electrical systems or other utility services contained in the Common Elements, or for any purpose reasonably related to the performance by the Association of its responsibilities under this Declaration. The Association's agents or employees shall have the right, after reasonable notice (except in the case of an emergency, in which event no notice shall be required) to the Townhome Owner (or the tenant occupying such Unit, as the case may be), to enter his Townhome Unit or Common Element accessible from each Townhome Unit, at reasonable hours (except in the case of an emergency). Any entry into a Townhome Unit shall be made with as little inconvenience to the Townhome Owner (or tenant) as possible and any damage caused shall be repaired at the cost of the Association (except in the case where such access is to service an emergency related to such Townhome Unit). Each Townhome Owner shall provide the Association two (2) keys to all locks to entry doors to their Unit so as to allow such access.

11.2 Encroachments. If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any encroachment shall hereafter occur as the result of settling of the building, or alteration to the Common Elements made pursuant to the provisions herein, or as the result of repair and restoration, a valid easement shall exist for the continuance of such encroachment for so long as the same shall exist.

ARTICLE XII

USE RESTRICTIONS AND REGULATIONS

12.1 Townhome Units Use. Each Townhome Unit is hereby restricted to single family, residential use by the Townhome Owner thereof, and his or her immediate family, with normal use of guests, invitees and tenants.

12.2 Leasing. A Townhome Unit may be leased or rented for a period of not less than one (1) year by the Townhome Owner under terms and conditions he or she deems appropriate.

12.3 Nuisances, Trash Prohibited. No nuisances (including, without limitation, the emitting of noise or odors from a Townhome Unit) shall be allowed to be committed or maintained upon the Property, or within a Townhome Unit, nor any use or practice that is the source of annoyance to residents of the Townhome Units or which interfere with the peaceful possession and proper use of the Property be allowed or permitted. All parts of the Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard shall be allowed to exist. No Townhome Owner shall permit any use of his Townhome Unit, or make use of the Common Elements, that will increase the cost of insurance upon the Townhome Property.

12.4 Offensive Uses Prohibited. No immoral, improper or offensive use shall be made of the Property nor any part thereof and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the Townhomes shall be observed.

12.5 Regulations. The following regulations shall apply to the premises and other reasonable regulations concerning the use of the Property may be made and amended from time to time by the Board of Directors of the Association including the use of the recreational facilities by persons other than Townhome Owners.

(a) Television antennas are prohibited unless done by the Association.

(b) Pets shall be limited to dogs, cats and birds and shall not exceed a combined three (3)

in number and shall at all times be on a leash or within the immediate control of its Owner.

(c) No cars, motor homes or trailers shall be parked on any limited or general common areas except on a temporary basis, not to exceed seventy two (72) hours.

12.6 Association May Inspect. Upon reasonable notice to the Townhome Owner, the Board or the agent and employees of the Association may enter any Townhome Unit for the purpose of inspection of the Townhome Unit or the Common Elements to determine the necessity for repair or maintenance or to determine compliance with these restrictions, reservations, covenants, conditions and easements, and the By-Laws of the Association.

12.7 Signs Limited. Except as otherwise expressly permitted by the Association, no sign, poster, writing, symbol, advertisement or notice of any type shall be shown on the Common Elements or on the exterior of any Townhome Unit and no exterior antennas and aerials shall be erected except as provided under uniform regulations promulgated by the Association. The preceding notwithstanding, so long as Declarant owns a Townhome Unit held out for sale, Declarant shall have the right, without the consent of any Person or of the Association, to install such signs, poles, posters, writings, symbols, and advertisements as it deems appropriate in any location on the Property, or on any Building, in connection with its sales program for the sale of Townhome Units to the public.

12.8 Use of Common Elements. A Townhome Owner shall not place or cause to be placed in the Common Element areas furniture, packages, objects or things of any kind. Provided, however, patios, terraces or balconies may contain typical patio furniture but may not contain any other type of furniture or appliance, such as refrigerators, freezers, wardrobes, storage bins, boxes, trash, or

other items which, in the judgment of the Board of Directors, would detract from the general appearance or safety of the Property. Such areas shall be used for no purpose other than for the normal use for which they are intended. The Association may make such other rules and restrictions concerning the use of the Common elements as it deems necessary and desirable to promote the health, safety, welfare and appearance of the Property and its occupants. The Association shall not permit the commercial use of any portion of the Common Elements by the Association, a Unit Owner or a licensee or designee of the Association. Commercial use as used herein shall include any trade or business, whether or not for profit.

12.9 Attachments to Buildings. It is prohibited to install appliances in the windows or on the patios, terraces, or balconies, or from the facades of the Buildings, or to attach any item to the Buildings which would detract from the general appearance of the Property.

ARTICLE XIII

LIMITATIONS UPON RIGHT OF TOWNHOME OWNER TO MAKE ALTERATION

13.1 General. No Townhome Owner (without prior approval of the Board) shall make any structural modifications or alterations of the Townhome Unit; or cause any improvements or changes to be made on or to the exterior of the Building or to the terraces, including painting or other decoration, the installation of awnings, shutters, electric wiring and other things which might protrude through or be attached to the walls of the Building. In giving approval for any such alterations, the Board may impose any requirements or restrictions which it deems appropriate, and thereafter, the Association shall not be stopped from later revoking or changing such approval or conditions of such approval. Nothing herein shall be construed to prevent the alteration of the interior walls, arrangement or design of any Townhome Unit provided that any such alteration shall not affect the structure of any Building or the perimeters of any Unit.

13.2 Approval of Plans By Board. Other than the Declarant, Owners may not do any

construction or renovation without written notification to the Association at least seventy-two (72) hours in advance. All proposed plans for construction by Townhome Owners other than the Declarant must be approved by the Board. In giving such approval, the Association may impose any reasonable requirement upon any Townhome Owner prior to construction, including without limitation, the posting of a performance bond and such engineering reports and studies at the expense of the Townhome Owner as may be reasonable under the circumstances to assure the Association of the continued safety, structural integrity, and appearance of the Buildings. Any costs reasonably incurred by the Association in reviewing and approving or rejecting such plans shall be borne by the Townhome Owner and shall have the status of a special assessment against the Unit.

13.3 Permits. The Association may reasonably restrict the time and manner of construction, except as it relates to the Declarant. Owners other than the Declarant, if requested by the Board, must provide the Association with a \$500.00 security deposit prior to commencing construction or renovation. Owners other than the Declarant, must provide copies of proper permits, licenses, insurance certificates, plans and specifications to the Association before commencing with work. Owners must use only properly licensed workers.

ARTICLE XIV

ADDITIONS, ALTERATIONS OR IMPROVEMENTS, BY THE ASSOCIATION: LIMITATION UPON LIABILITY OF THE ASSOCIATION

14.1 When the Board shall determine that additions, alterations or capital improvements in excess of the usual budgeted items of maintenance are required and the making of such additions, alterations or improvements has been approved by the Townhome Owners in accordance with the terms of this Declaration and the By-Laws, then the Board shall proceed with such additions,

alterations or improvements and, unless financed through borrowing by the Association, shall specially assess all Townhome Owners for the cost thereof as a Common Expense. Any such special assessment may, if so directed by the Board, be made in installments.

14.2 Latent Defects Association Non-liaible. The Association shall not be liable for injury or damage to the Property of a Townhome Owner caused by any latent condition of the Property, notwithstanding the Association's duty to repair and maintain the Common Elements.

14.3 Additions to Property. The Association shall have the power to purchase, improve, maintain, operate, encumber and use real estate not now a part of the Property and to cause same to be submitted to this Declaration and to the Act; provided, all such real estate must be annexed for the purposes ancillary to the operation of the Property as is contemplated by the original terms of this Declaration.

ARTICLE XV

AMENDMENT OF DECLARATION

15.1 Amendment. Except for changes resulting as provided in Section 21.3 and Section 21.6, this Declaration and the restrictions, reservations, covenants, conditions and easements hereof may be modified or amended in a manner not in conflict with the Act by Recordation of such modification or amendment signed by Townhome Owners having sixty percent (60%) of the Townhome Unit Ownership Interests; or in the alternative, this Declaration maybe amended at any regular or special meeting of the Unit Owners called or convened in accordance with the By-Laws upon the affirmative vote of voting members casting not less than sixty percent (60%) of the total vote of the members of the Association and the execution by the Association of a certificate of the amendment with the formalities of a deed and recording same in the public records of Delaware County, Oklahoma. Provided that no amendment of this Declaration shall be adopted which would

operate to affect the validity or priority of any Institutional First Mortgage. The public may rely on the affidavit of the President of the Association, duly Recorded for purposes of determining whether the persons consenting to such a modification or amendment are, in fact, Owners or Mortgagees, or the Declarant.

(a) Such an amendment may change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the Owner of the Unit shares the Common Expenses.

(b) If it appears that through scrivener's error a Unit has not been designated as owning an appropriate undivided share of the Common Elements or does not bear an appropriate share of the Common Expenses, or that all the Common Expenses, or if all of the Common Elements have not been distributed in this Declaration so that the sum total of the shares of Common Elements which have been distributed or the sum total of the shares of the Common Expenses or ownership of Common Profits fails to equal one hundred percent (100%) , or if it appears that more than one hundred percent (100%) of Common Elements or Common Expenses or ownership of Common Profits have been distributed, the error may be corrected by filing an amendment to this Declaration approved by the Declarant or the Board or a majority of the Unit Owners. To be effective the amendment must be executed by the Declarant, the Board or majority of the Unit Owners, as the case may be, and the Owners of the Units and the Mortgagees of the Units affected by the modifications being made. No other Unit Owner is required to join in or execute the amendment.

(c) The Common Elements designated by this Declaration may be enlarged by an amendment in the Declaration. The amendment must describe the interest in the property and must submit the property to the terms of this Declaration. The amendment must be approved and executed as provided herein. The amendment shall vest title in the Unit Owners as part of the Common

Elements, without naming them and without further conveyance, in the same proportion as the undivided shares in the Common Elements which are appurtenant to the Unit owned by them.

15.2 Separability of Provisions. Invalidation of any one or more of these restrictions, reservations, covenants, conditions and easements or any provision contained in this Declaration or in a conveyance of a Townhome Unit by the Declarant by a judgment, court order or law, shall not affect any of the other provisions which shall remain in full force and effect.

15.3 Binding Effect. These restrictions, reservations, covenants, conditions and easements shall be binding upon and inure to the benefit of all Townhome Owners and their grantees, heirs, devisees, personal representatives, successors and assigns, and all parties claiming by, through or under them, and the same are deemed as appurtenant to each Townhome Unit.

ARTICLE XVI

SALE OR TRANSFER OF UNITS

16.1 Notice to Association. Concurrently with the completion of the sale or other transfer of a Unit, either by court order, termination of joint tenancy, devise, or operation of intestate succession, the Transferee shall notify the Board in writing ("Notice") of such transfer. The Notice shall set forth (i) the name of the transferee and the transferor, (ii) the street address or Unit Designation of the Unit (iii), the transferee's mailing address and (iv) the date of the sale or other transfer. Prior to receipt of the Notice, any and all communication required or permitted to be given by Declarant, the Association or the Board shall be duly made and given to the Transferee if duly and timely made and given to the Owner of the Unit reflected on the Association's books prior to receipt of the Notice.

16.2 Transfer Fee. Any Unit Owner, other than the Declarant, who sells his Unit to any third party will be subject to a \$100.00 transfer fee payable to the Association at closing. Provided,

however, this fee will not be owed where ownership of the Unit is transferred by means other than sale, i.e., termination of joint tenancy, court order, devise or by operation of intestate succession.

ARTICLE XVII

TERMINATION OF UNIT OWNERSHIP ESTATES

17.1 Obsolete Property. Ninety percent of the Ownership Interests may agree that the Property is obsolete in whole or in part and whether or not the same shall be renewed and restored or the Property sold and the proceeds of sale distributed, provided that in either such event the consent of all the holders of first mortgages must first be obtained. If such agreement and consent provides for the renewal or restoration of the Property, then the expense thereof shall be payable by all the Townhome Owners as a Common Expense. However, if such agreement and consent provides for the Property to be sold, then the Property shall be subject to partition at the suit of any Townhome Owner, in which event the proceeds of sale shall be divided among all Townhome Owners according to their Ownership Interests after first applying such shares to the payment of all liens on the respective Townhome Units of each Townhome Owner.

17.2 Repair of Damage Due to Casualty or Eminent Domain. Except as hereinafter provided, damage to or destruction of a Building due to casualty or taking by eminent domain shall be promptly repaired and restored by the Association, using the proceeds of insurance on the Building for that purpose or using the compensation to be paid for the taking by eminent domain, as the case may be. Provided that any compensation to a Townhome Owner resulting from a taking under eminent domain shall first be applied to the payment of all liens on the Townhome Unit of each Townhome Owner. If there is substantially total destruction or taking of the Property, or if seventy-five percent (75%) of the Ownership Interests and all of the holders of first mortgages agree not to proceed with repair or restoration, then the Property shall be subject to partition at the suit of

any Townhome Owner, in which event the net proceeds of sale, together with the net proceeds of insurance, shall be divided among the Townhome Owners according to their Ownership Interests, after first applying such sums to the payment of all liens on the respective Townhome Unit of each Townhome Owner.

17.3 Application of Proceeds of Insurance or Condemnation. Nothing herein contained shall be construed to abridge the contractual right, if any, of the holder of a first mortgage on any Townhome Unit to require the application of any casualty insurance policy, or the proceeds of any condemnation proceedings, first to the reduction of such mortgage (in the event the mortgaged property is not to be restored) or to pay for the repair, restoration or reconstruction of the mortgaged property, (in the event the mortgaged property is to be restored) before same are delivered to the Owner of the mortgaged premises.

ARTICLE XVIII

ASSOCIATION TO MAINTAIN REGISTER OF OWNERS AND MORTGAGEES, BOOKS OF THE ASSOCIATION

18.1 The Association shall at all times maintain a register setting forth the names of all Townhome Owners and any purchaser or transferee of a Townhome Unit shall notify the Association of his interest in such Townhome Unit. Townhome Owners shall be required to notify the Association of the name of any party holding a mortgage upon any Townhome Unit, and any release thereof and a copy of all leases, the name of all lessees, and of any release or expiration thereof.

ARTICLE XIX

REAL PROPERTY TAXES

19.1 Any real and personal property taxes which are assessed against the Property as a whole shall be paid by the Association which shall in turn assess each Townhome Owner according

to his Ownership Interest for his proportionate share of such taxes as reimbursement to the Association, until such time as the Townhome Units are separately assessed. This provision shall not be construed to prohibit any mortgagee of a Townhome Unit from collecting taxes in advance as impounds, provided such mortgagee shall reimburse the Association for its allocated share of said taxes.

ARTICLE XX

RESPONSIBILITY OF TOWNHOME OWNERS

20.1 Personal Liability for Violations. Each Townhome Owner shall be governed by and shall comply with the provisions of this Declaration as well as the By-Laws and Certificate of Incorporation of the Association and the rules and regulations promulgated by the Board of Directors. Each Townhome Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his act, neglect or carelessness, or by that of any member of his family, or his or her guests, employees, agents or lessees, (but only to the extent that such expense is not met by the proceeds of insurance carried by the Association) which expense shall be assessable to such Townhome Owner by the Association. Such liability assessable to such Townhome Owner shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of such Owner's Townhome Unit. Nothing herein contained, however, shall be construed so as to modify any waiver of rights of subrogation by insurance companies.

20.2 Suits and Liability for Costs. Failure to comply with the terms of this Declaration and the By-Laws of the Association shall be grounds for an action to recover damage and/or injunctive relief or both, maintainable by the Association or in the proper case, by a Townhome Owner. In any successful action brought against a Townhome Owner by the Association (or in the proper case by a Townhome Owner) for damages or injunctive relief due to such Townhome Owner's failure to

comply with the provisions of this Declaration or By-Laws of the Association, the prevailing party shall be entitled to court costs, reasonable attorneys' fees and expenses incurred by it in connection with the prosecution of such action.

ARTICLE XXI

RESERVATION OF RIGHTS BY DECLARANT

21.1 **General.** Notwithstanding the other provisions of this Declaration, the Certificate of Incorporation or the Bylaws of the Association to the contrary, the Declarant shall have the rights as enumerated in this article until Declarant has sold all the Townhomes to Owners other than a Successor Declarant.

21.2 **Sell, Mortgage and Lease.** For such period, Declarant reserves the unrestricted right to sell, assign, mortgage, license, rent, or lease, (for any term, under any conditions, and without written lease) any Townhome Unit which it continues to own after the Recordation or filing of this Declaration and to post signs, banners, flags, decorations or other things on the Property advertising said Townhomes for sale, lease or rent.

21.3 **Physical Changes: Amend Declaration.** For such period, Declarant reserves the right to change the interior design and arrangement of all Townhome Units and to alter the boundaries between Townhome Units and to change the size or price thereof so long as Declarant owns the Townhome Units so altered. Provided that no such change shall increase the number of Townhome Units or alter the Ownership Interest of Townhome Units or alter the boundaries of the Common Elements by reducing the Common Elements. For such period, Declarant may add amenities, improvements or land to the Common Elements. Declarant may make improvements to the Common Elements for any purpose, including the purpose of promoting the sale of Townhome Units after Recordation of this Declaration, provided same are done at the expense of Declarant. An

amendment of this Declaration reflecting any of the aforesaid alterations of Townhome Unit plans by the Declarant needs to be signed only by the Declarant and does not need to be approved by the Townhome Owners or mortgagees.

21.4 Grant Easements. For such period, the Declarant expressly reserves the right to grant to the public or any public utility company, easements to facilitate the construction of additional utility services to serve all or any portion of the Property. The granting of such additional utility easements by the Declarant shall not require the amendment of this Declaration or the consent of any Townhome Owners or their mortgagees so long as such easements do not encroach upon the Unit of any such Townhome Owner.

21.5 Sales Efforts, Sales Office. For such period, neither the use of the Property nor any Townhome Owner, the Board, or the officers of the Association shall interfere with the completion of the contemplated improvements and the sale of the Townhome Units owned by Declarant. Declarant may make such use of the unsold Units and Common Elements which Declarant, in its sole discretion, deems necessary or desirable in order to facilitate such completion and sale, including but not limited to, maintenance of a sales office and the showing of the Property. If Declarant or a successor Declarant elects to maintain an office with the clubhouse, Declarant or the successor Declarant shall pay a reasonable rental to the Association for the office space. The reasonable rent shall be determined by calculating the average square foot rental of commercial properties in Grove, Oklahoma.

21.6 Amendments by Declarant. The Declarant reserves the right to change the interior or exterior design or arrangement of all Units as long as the Declarant owns the Units so changed and altered or receives permission from the Owner. If such change reflects a material change to the exterior design or arrangement of one or more Units, it shall be reflected by an amendment of this

Declaration; any amendment for such purpose needs to be signed and acknowledged only by the Declarant and Mortgagee, if any, and does not need to be approved by any other person, including, but not limited to, the Association, contract vendees, or Unit Owners, anything herein to the contrary notwithstanding.

21.7 Declarant's Rights to Sell Units. Until the Declarant has closed all of the sales of Townhome Units, neither the other Townhome Owners nor the Association shall interfere with the sale of Declarant Townhome Unit.

21.8 Assessments. If the Declarant holds Units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Declarant:

(a) Any action by the Association that would be detrimental to the sale of Units by the Declarant; provided, however, that an increase in assessments for Common Expenses without discrimination against the Declarant shall not be deemed to be detrimental to the sale of Units.

21.9 Declarant's Tenants. Certain Townhome Units may be occupied by tenants of the Declarant under lease agreements, which comply with this Declaration. Such tenants of Declarant shall have the full right and authority to continue to occupy said premises in accordance with their lease agreements or other types of tenancies and to use and enjoy on a non-exclusive basis all Common Elements of the Townhome Units and the recreational facilities without any cost or expense.

21.10 Sales Activity and Declarant's Rights. Until the Declarant has completed and sold all the Townhome Units, neither the Owners nor the Association nor their use of the Townhome Units shall interfere with the completion of the contemplated improvements and the sale of Townhome Units. The Declarant (or its duly authorized agents or assigns) may make such use of the unsold Townhome Units and the Common Elements as may facilitate such completion and sale,

including, but not limited to, the maintenance of sales offices for the showing of the Property (with a reasonable rental being paid by Declarant for the same as set forth in Section 21.5 hereof) and display of signs, billboards, placards and visual promotional materials. It is specifically understood that the Declarant has the right and authority to use the Common Elements of the Townhome Unit for the purpose of sales and administrative function's for so long as Declarant has not sold all Townhome Units. The Declarant may use unsold Townhome Units as model units or as sales offices for display purposes to prospective Townhome Unit purchasers. The sales office personal property, model furnishings, signs and all items pertaining to sales shall not be considered Common Elements and shall remain the property of the Declarant.

ARTICLE XXII

RIGHTS RESERVED UNTO INSTITUTIONAL MORTGAGES

22.1 Duration of Mortgagee's Rights. So long as any Institutional First Mortgagee shall hold any mortgage upon any Townhome Unit or Townhome Units or shall be the Owner of any Townhome Unit or Townhome Units, such Institutional First Mortgagee shall have the rights of this Article.

22.2 Financial Statements. Mortgagees shall be entitled to be furnished with at least one copy of the annual financial statement and report of the Association prepared by a certified public accountant designated by the Association, including a detailed statement of annual carrying charges or income collected and operating expenses, such financial statements and report to be furnished, upon written demand, within ninety (90) days following the end of each calendar year.

22.3 Notice of Default by Mortgagor. Mortgagees shall be entitled to be given notice of default by any member owning any Unit encumbered by a mortgage held by an Institutional First

Mortgagee, such notice to be given in writing and sent to the principal office of such Institutional First Mortgagee, or to the place which it or they may designate in writing to the Association.

22.4 Notices to Association Required of Mortgagees. Whenever any Institutional First Mortgagee desires the provisions of this Article to be applicable unto them, they shall serve written notice of such fact upon the Association by registered mail or certified mail addressed to the Association and sent to its address stated herein with a copy by registered or certified mail addressed to the Institutional First Mortgagee having the highest dollar indebtedness on Units in the Townhome Unit Property, which written notices shall identify the Townhome Unit or Townhome Units upon which any such Institutional First Mortgagees hold any mortgage or mortgages or identifying any Townhome Unit owned by it or them, and which notice shall designate the place to which notices are to be given by the Association to such Institutional First Mortgagee or Institutional First Mortgagees.

22.5 Advancement of Premiums by Mortgagees. Premiums for insurance required to be placed by the Association shall be a Common Expense and shall be paid by the Association. Should the Association fail to pay such premiums when due, or should the Association fail to comply with other insurance requirements imposed by the Institutional First Mortgagee owning and holding the total highest dollar indebtedness against the Townhome Units in the Townhome Unit Property, then said Institutional First Mortgagee shall have the right at its option to order and advance such sums as are required to maintain or procure such insurance, and to the extent of the monies so advanced, said mortgagee shall have a right of action against the Association and the Individual Unit Owners for the repayment of any monies so advanced.

22.6 Relative Rights of Mortgagees. If two (2) or more Institutional First Mortgagees hold any mortgage or mortgagee upon any Townhome Unit or Townhome Units and/or shall be the

Owner of any Townhome Unit or Townhome Units, the exercise of the rights above described or manner of exercising said rights shall vest in the Institutional First Mortgagee holding the total highest dollar indebtedness against Townhome Unit in the Townhome Unit Property, and the decision of such Institutional First Mortgagee shall be controlling.

22.7 FHLMC Guidelines. Notwithstanding anything contained in this Declaration to the contrary, it is the intent of Declarant to comply with the requirements of the Federal Home Loans Mortgage Corporation (FHLMC) established as of the date hereof. Specifically, the following provisions are hereby made a part of this Declaration: "A first mortgagee upon request is entitled to written notification from the Association of any default in the performance by any Owner of any obligation under the Townhome Unit documents not cured within sixty (60) days. Additionally, except as provided by statute, in the case of condemnation or substantial loss to the Units and/or Common Elements of the Townhome Unit project, unless at least two-thirds (2/3) of the first mortgagees [based upon one (1) vote for each first mortgage owned] or Owners (other than the Declarant) of the individual Townhome Units have given their prior approval, the Association shall not be entitled to:

- (a) by act or omission, seek to abandon or terminate the Townhome Unit; project;
- (b) change the pro-rata interest or obligations of any individual Townhome Unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro-rata share of ownership of each Townhome Unit in the Common Elements;
- (c) partition or subdivide any Residential Townhome Unit;
- (d) by act or omission, seeking to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. (The granting of easements for public utilities or for other public purposes

consistent with the intended use of the Common Elements by the Townhome project shall not be deemed a transfer within the meaning of this clause);

(e) use hazard insurance proceeds for losses to any Townhome Unit Property (whether to Units or to Common Elements) for other than repair, replacement or reconstruction of such Townhome Unit Property.”

ARTICLE XXIII

GENERAL PROVISIONS

23.1 No Waiver. The failure of the Association, a Townhome Owner or a mortgagee to enforce any right, provision, covenant, or condition which may be granted herein, or in the By-Laws and Certificate of Incorporation of the Association, or the failure to insist upon the compliance with same, shall not constitute a waiver by the Association, such Townhome Owner or mortgagee, to enforce such right, provision, covenant, or condition, or insist upon the compliance with same in the future.

23.2 Validity of Liens and Mortgages Not Affected. No breach of any of the provisions contained herein shall defeat or adversely affect: the lien of any mortgagee at any time made in good faith and for a valuable consideration upon said Property, or any part thereof, and made by a bank, savings and loan association, or insurance company authorized to transact business in the State of Oklahoma and engaged in the business of making loans constituting a first lien upon real property, but the rights and remedies herein granted to the Declarant, the Association, and the Owner or Owners of any part of the Townhome Units may be enforced against the Owner of the portion of said Property subject to such mortgage, notwithstanding such mortgage. The purchaser at any sale upon foreclosure shall be bound by all of the provisions herein contained.

23.3 Liberal Construction. The provisions of the Declaration shall be liberally construed to effectuate its purposes. The invalidity of any provision herein shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration.

23.4 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 nor the intent of any provision hereof.

23.5 Gender. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine or neuter gender, and the use of the singular or plural shall be taken to mean the other whenever the context may require.

23.6 Service of Process. The person who shall receive service for any lawsuits in which the Association may become involved is the same person who is similarly designated as the Service Agent for the Association.

23.7 Townhome Owners' Rights to Sue. Any Person claiming an interest in the Property by, through or under the Declaration or by virtue of any judicial proceedings, or the Association, or the Townhome Owners, or a mortgagee, or any of them severally, shall have the right to proceed against any other such Person at law for damages or in equity to compel their compliance with the terms hereof or to prevent the violation or breach of the terms hereof, or for such other relief as may be appropriate. Further, whenever any structure has been built or installation made which violates the terms hereof, the Association shall have the right to enter upon the Property where such violation exists, and summarily abate or remove the same and shall make the necessary repairs or improvements where such violation occurred, so that the Property shall be in the same condition as it was before said violation occurred, all at the expense of the Townhome Owner, and any such entry and abatement or removal shall not be deemed a trespass. Any person having any interest under

mortgages of record that encumber any portion of the Common Elements that are not satisfied prior to the Recordation of this Declaration shall consent to the Recordation of this Declaration; provided, however, in lieu of joining in the execution of this Declaration, any mortgagee may execute an appropriate consent or subordination agreement with the formalities required for deeds.

23.8 Notices. Any notices or other communications required or permitted by this Declaration shall be in writing and delivered personally or by messenger or a nationally recognized overnight courier service, or alternatively, shall be sent by United States mail. The effective date of any such notice shall be the date of delivery of the notice, if by personal delivery, messenger or courier service, or if mailed, three (3) days after the deposit thereof in the United States mail. The initially designated address for notices of each Owner shall be the address of the Owner's Townhome. The initial designated address of the Association shall be its offices at the Property. Any Owner or the Association may change his or its mailing address by written notice to the other.

IN WITNESS WHEREOF, the President of the Association has executed this Amended And Restated Declaration Of Unit Ownership Estates For the Village At Grand Lake; said Amendment and Restatement having first been approved by ____ % of the Townhome Unit Ownership Interests and members of the Association at a meeting duly called for such purpose.

DATED this 18 day of December, 2019.


Fremont Phegley, President of The Village At Grand
Lake, Inc. (the "Association")

STATE OF OKLAHOMA)
) ss.
COUNTY OF Delaware)

I-2019-009928 Book 2305 Pg: 120
12/18/2019 10:34 am Pg 0085-0120
Fee: \$ 88.00 Doc: \$ 0.00
Barbara Barnes - Delaware County Clerk
State of Oklahoma

Before me, a Notary Public in and for said County and State, on this ____ day of December, 2019, personally appeared FREMONT PHEGLEY, to me known to be the identical person who executed the within and foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of the Association, for the uses and purposes therein set forth.

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


Notary Public

My commission expires:
4/29/2023
Commission number:
19004400

