

OWNERS CERTIFICATE OF DEDICATION

GORMAN INC. an Oklahoma Corporation, is the Owner of the following described land situated in the County of Washington, State of Oklahoma, to-wit:

A tract of land in Section 18, Township 26 North, Range 13 East, Washington County, State of Oklahoma, beginning at a point on the North Line of Lot 2 that is 50' East of the Northwest Corner of Lot 2, Section 18; thence North 89° 53' East a distance of 530'; thence South 0° 02' East a distance of 410'; thence South 38° 57' 42" West a distance of 323.95'; thence South 70° 02' East a distance of 185'; thence South 0° 02' East a distance of 355'; thence South 89° 53' West a distance of 500'; thence North 0° 02' West a distance of 1,080' to the point of beginning. Containing 12.14 acres more or less.

Gorman Inc. has caused the above described tract to be surveyed, staked and platted and have designated the tract THE GROVE, an addition to the City of Bartlesville, Washington County, State of Oklahoma.

Gorman Inc., for valuable consideration, hereby grants to the City of Bartlesville, the State of Oklahoma, the United States of America, the public utilities and private corporations servicing structures in the project a utility easement and access easement over the property as shown on the annexed plat, which plat represents a correct survey of all property therein.

- A. The City of Bartlesville shall have the right to enter and traverse the above described access easements and to operate thereon all emergency and governmental vehicles, including but not limited to police, fire, water, sanitation, garbage and trash collection vehicles.
- B. The City of Bartlesville shall have the right to enter upon, install and maintain traffic control devices, and to enter upon and enforce the traffic code of the City of Bartles-

STATE OF OKLAHOMA
Washington County } SS
This Instrument was filed for record
MAY 29 1974
at 1:25 o'clock
W. E. KENDRICK, County Clerk
By J. Moreland Deputy

21538

BOOK 624 PAGE 265

ville against any and all operation of motor vehicles traversing the above described access easements.

- C. The City of Bartlesville shall have the right to remove any obstructing vehicles or structures from the access easements and the City of Bartlesville shall incur no liability for the removal of the offending vehicles or structures, except liability incurred as a result of negligence on the part of the City.
- D. The City of Bartlesville shall have no duty to construct, maintain, lay or relay any surfacing on any portion of the above described access easements; and the City of Bartlesville shall incur no liability for the improper construction or maintenance of the surfacing on the access easements.
- E. The United States of America shall have usage of the above described access easements for the purpose of delivering the United States Mails.
- F. The City of Bartlesville and public utilities servicing any structure in the project shall have the right of ingress and egress on the access easements and utility easements for the uses and purposes of the public utilities. The City of Bartlesville and public utilities servicing any structure in the project are further granted an easement, being 5 feet in width and located on 2.5 feet on either side of a line extending from the nearest service pedestal or nearest service main located on the above described utility easements to the point of usage on any structure.
- G. Bartlesville Video Incorporated, its successors and assigns, shall have the right, when requested by the owner of a lot or unit, of ingress and egress through and under the access and utility easements to install and maintain what is commonly referred to as "Cablevision Service Equipment".
- H. Gorman Inc., for itself and its successors in title further hereby covenant with the City of Bartlesville, which covenant shall run with the land and inure to the benefit of the City of Bartlesville and shall be en-

forceable by the City of Bartlesville,
to:

1. Provide, construct, install and maintain all-weather hard surfacing of not less than twenty (20) feet in width extending the full length of the access easements described above and as designated "access easements" on the accompanying plat;
2. Identify the access easements by the erection and maintenance of a sign at each terminum of the access easement.
3. Not allow the erection of any arch of similar structure over any access easement at such a height that the arch would prohibit any governmental vehicle, specifically any fire vehicle, from free usage of the access easement.
4. Provide, construct, install and maintain the necessary sewer and water lines so as to provide the necessary sewer and water service to the addition.

I. Gorman Inc. further covenants that:

1. Street light poles or standards shall be served by underground cable and elsewhere throughout said addition all supply lines shall be located underground, in the easement-ways reserved for general utility services and access, shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways.
2. Underground service cables to all houses which may be located on all lots in said addition may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such house as may be located upon each said lot; provided that upon the installation of such a service cable to a particular house, the supplier of electric service shall thereafter be deemed to have a definitive, permanent, effective

and exclusive right-of-way easement on said lot or to said unit, covering a five foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said structure.

3. The supplier of electric service, through its proper agents and employees shall at all times have right of access to all such easement-ways shown on said plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric facilities so installed by it.
4. The owner shall be responsible for the protection of the underground electric facilities located on its property and shall prevent the alteration of grade or any construction activity which may interfere with said electric facilities. The company will be responsible for ordinary maintenance of underground electric facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.
5. The foregoing covenants concerning underground electric facilities shall be enforceable by the supplier of electric service and each owner agrees to be bound hereby.

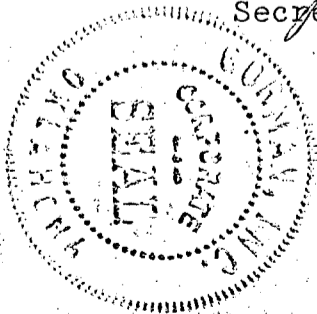
DATED this 23rd day of May, 1974.

GORMAN INC.

Attest:

Dorothy Fanning
Secretary

By: *Robert Gorman*
President



BOOK 624 PAGE 268

OWNER'S DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, GORMAN INC. is the owner of the following described real property, to-wit:

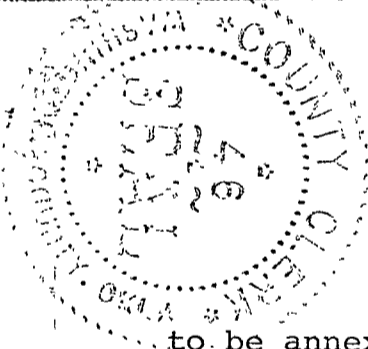
A tract of land in Section 18, Township 26 North, Range 13 East, Washington County, State of Oklahoma, beginning at a point on the North Line of Lot 2 that is 50' East of the Northwest Corner of Lot 2, Section 18; thence North 89° 53' East a distance of 530'; thence South 0° 02' East a distance of 410'; thence South 38° 57' 42" West a distance of 323.95'; thence South 70° 02' East a distance of 185'; thence South 0° 02' East a distance of 355'; thence South 89° 53' West a distance of 500'; thence North 0° 02' West a distance of 1,080' to the point of beginning. Containing 12.14 acres more or less.

AND, WHEREAS, GORMAN INC. has caused said property to be annexed to the City of Bartlesville as "THE GROVE".

AND, WHEREAS, the land is being developed for single family lots and building sites.

NOW, THEREFORE, for the purpose of providing an orderly development in the above described plat and for the further purpose of providing adequate restrictive covenants for the benefit of the owner and its successor in title to the aforesaid property, Gorman Inc. does hereby impose the following restrictions on all said land embraced in The Grove to which it shall be incumbent upon its successors in title to adhere, and any person or corporation, hereinafter becoming the owner or owners either directly or through any subsequent transfer or in any manner hereinafter set forth of any property included in The Grove, shall take, hold and convey same subject to the following restrictions, subject to the right to alter or amend as provided in Article XVI-3.

STATE OF OKLAHOMA }
Washington County } SS
(This instrument was filed for record)
JUL 3 1974
950
W. E. KENDRICK, County Clerk
M. Scott, Deputy



22175

BOOK 626 PAGE 271

ARTICLE I

Gorman Inc. in recording the Plat, the Covenants, Conditions and Restrictions has designated certain areas as Common Areas. These areas are intended for the private use by the Homeowners in The Grove Addition and are not dedicated to the public for their uses.

ARTICLE II

DEFINITIONS

1. Home Owners Association or Association shall be designated as The Grove, Inc., and is a non profit corporation organized under Title 18 §851 et seq of the Oklahoma Statutes. The Grove shall be the owner of the common area as shown on the attached plat. Each owner in The Grove Addition shall be a member of the Corporation in accordance with the By-Laws which are set forth in Exhibit "A" attached hereto.

2. Developer or Declarant shall be Gorman Inc., its successors or assigns.

3. The land shall consist of: (a) Building Sites; (b) Lots, and (c) Common Area.

(a) Building Sites. Building sites shall be the location upon which a duplex (two family unit) is located.

(b) Lots. Lots shall be those single family lots as shown on the plat of The Grove.

(c) Common Area. Common area shall consist of all other land in the addition which land is situated outside the structures located on the building sites at the foundation line and the structures courtyard fences, and that land outside the lots as shown on the plat of The Grove. The common area shall also include access easements and utility easements.

4. Owner shall be the purchaser of any lot or building site in The Grove.

5. Access Easement. Those easements as shown on the plat and designated "Access Easements".

6. Assessments. The amount of money as may from time to time be declared by the Board of Directors or the Declarant to be necessary for the operation of the Home Owners Association, The Grove, Inc.

ARTICLE III

USE RESTRICTIONS

Every owner shall be governed by the following restrictions which shall run with the land and shall be further bound by the By-Laws of The Grove, Inc.

1. All structures located in the addition shall be used exclusively for residential purposes.

2. Lots may have appurtenant structures erected thereon such as personal car garages, servants' quarters, children's playhouses, swimming pool houses, and garden shelter.

3. No use or practices shall be permitted on the property which is a source of annoyance to the residents, or which interferes with the peaceable possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage allowed to accumulate nor a fire hazard allowed to exist.

4. No owner shall permit any use of his structure or of the common areas which will increase the rate of insurance upon the property.

5. No immoral, improper, offensive or unlawful use shall be made of the property or any part thereof. All valid laws, zoning ordinances and regulations of all governing bodies having jurisdiction thereof shall be observed.

6. No bus, boat, cart, trailer, house trailer, motor home, camper or truck shall be kept, stored, parked or maintained on the land unless the same is housed in a garage in such a manner that the garage door may be fully closed. Temporary parking of above items by owner or guest of owner shall be allowed as long as the duration is for no longer than five (5) days. It is the intent of this paragraph that owners in the addition shall park their automobiles in their garages.

7. No sign of any kind shall be displayed on any unit except a sign showing the street address and name of the occupant and all such signs shall be approved by the Home Own-

ers Association. Provided, in the event a lot or unit is for sale or lease a sign no larger than two feet by three feet (2'x3') may be placed on the property for this purpose.

8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

ARTICLE IV

MINIMUM SIZE REQUIREMENTS

A. Each apartment unit shall contain no less than 1,200 square feet of living area, exclusive of patios and garages.

B. A dwelling located on a "Lot" shall contain at least 2,000 square feet of living area, exclusive of porches, patios, garages or outbuildings.

BOOK 626 PAGE 276

ARTICLE V

SETBACK REQUIREMENTS

Each dwelling on a Lot shall be at least twenty feet (20') from the nearest access easement (street); ten feet (10') from each side property line and twenty-five feet (25') from its rear property line. The rear property line requirement may be waived for outbuildings.

ARTICLE VI

PROPERTY RIGHTS

1. Owner's Easements. Each owner shall have a right and easement in and to the common area and from the access easements to his building site which shall be appurtenant to and pass with the title to every lot, subject to the following provisions:

(a) The right of the Association to charge such fees for the use and maintenance of the common area.

(b) The right of the Association to suspend voting rights and right to use of the common area by an owner for any period during which any assessment against his lot remains unpaid for a period in excess of thirty (30) days from the due date of said assessment.

(c) The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes as may be agreed to by the members; provided at least three-fourths (3/4) of the members agree to such dedication or transfer.

BOOK 626 PAGE 278

ARTICLE VII

APPROVAL OF TRANSFERS

(1) Any owner may convey his lot or building site to any other owner of the property or to the Declarant. In the event an owner desires to convey his lot or building site to any other person, he shall give notice of his intention to convey to the Declarant or The Grove, Inc., in the event same has been activated as is hereinafter set forth. Said notification shall include the name of the prospective buyer and the terms upon which said sale is to be consummated. The Declarant or The Grove, Inc. shall have the right to purchase said lot or building site upon the same terms and conditions and shall have thirty (30) days from the date of its notification by the selling owner to agree to purchase said lot or building site upon the same terms and conditions. In the event said purchase by the Declarant or The Grove, Inc. is not completed within fifteen (15) days after its notification of its intention to purchase, the selling owner shall have the right to complete his sale to the person or persons and upon the terms and conditions as set forth in his letter of notification to the Declarant or to the Home Owners Association.

(2) Any owner desiring to lease his unit shall be subject to the same restriction as set forth under (1) above.

(3) This section shall not apply to sales to a spouse, parents, children, brothers or sisters, or to succession or devise by will or operation of law.

ARTICLE VIII

INSURANCE

Insurance policies on the common area and amenities shall cover all improvements and personal property of the Home Owners Association. Public liability and workmen's compensation insurance shall be carried by Home Owners Association.

(a) Each owner shall procure and keep in force an adequate policy of casualty insurance on his property. The amount of insurance shall be sufficient for the replacement of his unit if it is totally destroyed. Each owner shall notify the Home Owners Association of the amount of insurance and the Home Owners Association shall have the right to require such additions to said insurance if in its opinion the insurance is insufficient to carry out the provisions of this paragraph.

(b) Each owner shall carry public liability in a minimum amount of \$100,000.00.

ARTICLE IX

COVENANT FOR MAINTENANCE ASSESSMENT

1. Creation of Lien and Personal Obligation of Assessments. Each owner by the acceptance of a Deed therefor is deemed to covenant and agree to pay to the Association:

- (a) Annual assessments or charges, and
- (b) Special assessments for capital improvements.

The annual and special assessment together with interest shall be a charge on the land and shall be a continuing lien on the property against which each such assessment is made. Each such assessment together with interest, costs and a reasonable attorney's fee of \$250, if the services of an attorney are required, shall also be the personal obligation of the person who was the owner of such property at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them which assumption shall not impair the right of the Association to pursue its remedies against the former owner.

2. Purpose of Assessment. The assessment levied by the Association shall be used exclusively to promote recreational, health, safety, welfare and quiet enjoyment of the residents in the properties and for the improvement and maintenance of the common area situated upon the properties.

3. Maximum Annual Assessment. Until January 1, 1975, the maximum annual assessment shall be \$600.00.

(a) From and after January 1, 1975, assessments may not be increased each year more than five per cent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) On June 1, 1976, or when two-thirds (2/3) of the lots or building sites have been conveyed, whichever occurs first, the Association may increase the annual assessment to an amount the Association determines is necessary to maintain the Association, provided at least fifty-one per cent (51%) of the members assent to such amount.

4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized, the Associa-

tion may levy any time subsequent to June 1, 1976, or when two-thirds (2/3) of the lots or building sites have been conveyed, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided such assessment shall have the vote or written consent of fifty-one per cent (51%) of the members of the Association.

5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Any action authorized under Section 3 or 4 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than thirty (30) days in advance of the meeting. Any owner may give to any other owner his written proxy to cast his vote at said meeting.

6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and building sites and may be collected on a monthly basis.

7. Effect of Non-Payment of Assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten per cent (10%) per annum. The Association may bring an action against the owner personally obligated to pay the same or foreclose the lien against the property. In the event the Association is required to procure the services of an attorney a reasonable attorney's fee in a minimum amount of \$250 shall be assessed against the property. No owner may waive or otherwise escape or excuse himself from liability for the assessments provided for herein because of non use of the common area or abandonment of his lot.

8. Subordination of the Lien and Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot or building site shall not affect the assessment lien. However, the sale or transfer of any lot, building site or portion of building site pursuant to mortgage foreclosure shall extinguish the lien of such assessments as to payments which become due prior to such sale. No sale or transfer shall relieve any subsequent owner from the lien thereof.

9. No Special Assessment by Declarant. In no event shall any special assessment be levied by the Declarant.

ARTICLE X

SCOPE OF ASSESSMENTS. The Assessments provided for in this Declaration shall include the following services:

1. Water;
2. Trash removal;
3. Cablevision;
4. Sewer;
5. Maintenance of Landscape in Common Area;
6. Maintenance of Common Area Improvements;
7. Maintenance of Streets and Utilities (Sewer and water lines.)
8. Liability and Hazard Insurance on Common Area;
9. Management Fee;
10. Legal and Auditing Fees; and
11. Reserves for Repair and Replacement of Common Area Capital Items.

ARTICLE XI

PARTY WALLS

1. General Rules. Each wall which is built as a part of the original construction of the unit located on a building site and placed in the center of the dividing line between the units located on said building sites constitutes a party wall and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

4. Weatherproofing. Notwithstanding any other provision of this Article an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

5. Right to Contribute Runs with Land. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

BOOK 626 PAGE 284

ARTICLE XII

MEMBERSHIP AND VOTING RIGHTS

1. Every owner of a lot or building site which lot or building site is subject to assessment shall be a member of The Grove. Membership shall be appurtenant to and may not be separated from ownership of any lot or building site which is subject to assessment.

2. The Corporation shall have one (1) class of voting membership and each owner of a lot or building site shall be entitled to one (1) vote. When more than one person owns an interest in any lot or building site all such persons shall be members. The vote shall be exercised as they among themselves determine and in no event shall more than one (1) vote be cast with respect to any lot and one vote for each unit comprising a building site.

3. Until twenty-six (26) of the lots or building sites shall have been sold by the Declarant, or upon June 1, 1976, whichever occurs first, The Grove shall be maintained and operated by the Declarant, Gorman Inc.

4. Upon the happening of either of the events in 3 above the members of the Corporation (owners of lots or building sites) shall be entitled to vote in the annual and special meetings held by the Association.

ARTICLE XIII

DEVELOPER EXEMPTION. The Developer, Declarant, Gorman Inc., its successors and assigns, is exempt from the restrictions and assessments contained in these Conditions, Covenants and Restrictions until June 1, 1976 or until twenty-six (26) of the lots or apartment units have been sold. At no time will said Declarant be restricted by this instrument of the plat on file herein insofar as either restrict the Declarant in carrying out the purposes of The Grove or the addition, in the construction, maintenance or sales of the properties.

On June 1, 1976, or when two-thirds (2/3) of the lots or building sites have been sold, whichever occurs first, Developer shall pay twenty-five per cent (25%) of the annual assessment for each unsold lot or building site.

BOOK 626 PAGE 286

ARTICLE XIV

EXTERIOR MAINTENANCE

1. Every owner in the property shall be responsible for the care, preservation, maintenance and repair of his premises and the improvements situated thereon. In the event any owner shall fail to maintain his premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, or to the declarant in the event the Home Owners Association has not been activated as is hereinafter set forth, the Association, after approval of three-fourths (3/4) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said lot or building site and to repair, maintain and restore the premises and its exterior. The cost of such repair shall be added to and become part of the assessments to which such lot is subject.

BOOK 626 PAGE 287

ARTICLE XV

ARCHITECTURAL CONTROL

A. No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties nor shall any exterior addition to or change or alteration therein be made nor shall any trees, plants or shrubs be planted or removed until the plans and specifications, or description thereof, showing the nature, kind, shape, height, materials and location of same shall have been submitted to and approved in writing by the Board of Directors of the Association or by a Building Committee appointed by them from and after June 1, 1976, or from and after a period in time when two-thirds (2/3) of the lots or building sites shall have been conveyed, whichever occurs first. Provided, any constructions, additions or alterations proposed prior to the expiration of the above period shall be at the sole discretion of the Declarant.

B. No change shall be made in the Common Area unless approved by three-fourths (3/4) of the members of the Association.

ARTICLE XVI

GENERAL PROVISIONS

1. Enforcement. The Grove or any owner shall have the right to enforce, by any proceeding at law, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Grove or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. Severability. Invalidation of any one of these covenants or restrictions by judgment or Court Order shall in no way affect any other provisions which shall remain in full force and effect.

3. Amendments. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time it shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five per cent (75%) of the lots or building sites owners. Any amendment must be recorded.

4. Annexation. Additional residential property and common area may be annexed to the properties by the Declarant for a period of five (5) years or by the approval of three-fourths (3/4) of the owners after the expiration of five (5) years.

BY-LAWS
of
THE GROVE, INC.

ARTICLE I

NAME AND LOCATION. The name of the Corporation is THE GROVE, INC., hereinafter referred to as the "Association". The principal office of the Corporation shall be located at 1700 West Second Street, Bartlesville, Oklahoma, but meetings of members and directors may be held at such places as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to The Grove, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property as described in the Declaration of Covenants, Conditions and Restrictions which is subject to the common use and enjoyment of the Owners.

Section 4. "Lot" or "Unit" shall mean and refer to any plot of land shown upon any recorded subdivision map either by number or letter of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Unit which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to GORMAN INC., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the County Clerk of Washington County, Oklahoma.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association. Subsequent regular annual meetings of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock P.M. If the day for the annual meeting is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of one-fourth (1/4th) of the members who are entitled to vote.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) but not more than thirty (30) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, fifty-one per cent (51%) of the votes of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICE IV

ARTICE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE.

Section 1. Number. The affairs of this Association shall be managed by a Board of nine (9) Directors, who may or may not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three (3) Directors for a term of one (1) year, three (3) Directors for a term of two (2) years, and three (3) Directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect three (3) Directors for a term of three (3) years.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors,

BOOK 626 PAGE 293

and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by Resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) Adopt and publish rules and regulations governing the use of the Common Area and facilities; and the personal conduct and the persons

of the members and their guests thereon, and to establish penalties for the infraction thereof;

- (b) Suspend the voting rights (and right to use of the recreational facilities, if any) of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed thirty (30) days for infraction of published rules and regulations;
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e) Employ a manager, a management company or independent contractor and such other employees as they deem necessary to perform the duties with respect to the operation of the property.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;
- (b) Supervise all officers, agents, employees and independent contractors hired by the Association and to see that their duties are properly performed;

- (c) As more fully provided in the Declaration, to:
1. Fix the amount of the annual assessment at least thirty (30) days in advance of each annual assessment period;
 2. Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 3. Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.
- (d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) Cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors,

a Secretary, and a Treasurer, and such other officers as the Board may from time to time by Resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of the Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

The President shall preside at all meetings of the Board of Directors; shall see that Orders and Resolutions of the Board are carried out; shall sign all Leases, Mortgages, Deeds and other written instruments and shall co-sign all checks and Promissory Notes.

Vice-President

The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of the Board and of the members; keep the Corporate Seal of the Association and affix it on all papers requiring said Seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by Resolution of the Board of Directors; shall sign all checks and Promissory Notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association; where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten per cent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: THE GROVE-INC.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of July and end on the 30th day of June of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Directors

of THE GROVE INC., Association, have hereunto set our hands
this 10th day of April, 1974.

Arthur P. Brown

Carolyn K. German

Morris W. Brown

C E R T I F I C A T I O N

I, the undersigned, do hereby certify that I am the
duly elected and acting Secretary of THE GROVE INC., an Okla-
homa Corporation, and,

That the foregoing By-Laws constitute the original
By-Laws of said Corporation, as duly adopted at a meeting of
the Board of Directors thereof, held on the 10th day of
April, 1974.

IN WITNESS WHEREOF, I have hereunto subscribed my
name and affixed the seal of said Corporation this 17th
day of April, 1974.

Carolyn K. German
Secretary

OWNERS AMENDED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

WHEREAS, the undersigned are the owners of more than seventy-five percent (75%) of the following described real property, to-wit: (THE GROVE)

A tract of land in Section 18, Township 26 North, Range 13 East, Washington County, State of Oklahoma, beginning at a point on the North Line of Lot 2 that is 50' East of the Northwest Corner of Lot 2, Section 18; thence North 89° 53' East a distance of 530'; thence South 0° 02' East a distance of 410'; thence South 38° 57' 42" West a distance of 323.95'; thence South 70° 02' East a distance of 185'; thence South 0° 02' East a distance of 355'; thence South 89° 53' West a distance of 500'; thence North 0° 02' West a distance of 1,080' to the point of beginning. Containing 12.14 acres, more or less.

and

WHEREAS, the undersigned as such owners desire to amend Article V in accordance with Article XVI 3.

NOW, THEREFORE, the undersigned hereby amend said Article V and substitute in lieu thereof the following:

ARTICLE V

SETBACK REQUIREMENTS

"Each dwelling on a Lot shall be at least twenty-five feet (25') from its rear property line. The rear property line requirement may be waived for outbuildings."

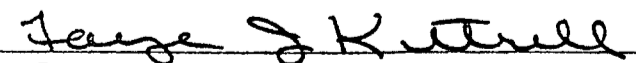
ATTEST:

GORMAN INC.


Secretary

By: 
President


Charles M. Kittrell


Faye J. Kittrell



27044

BOOK

640

PAGE

93

Petition

Amendment to Article X of Declaration of Covenants Conditions and Restrictions

This article is amended to extend the scope of assessments to cover mowing and trimming of grass on the single family lots provided that the lawn area to be mowed is accessible to the power mowing equipment used by The Grove Inc. No landscape maintenance other than mowing and trimming of grass will be provided for the single family lots. This will be subsection 12 of Article X.

24
—
5

- | | |
|---|--|
| <ol style="list-style-type: none"> 1. Dan L. Mayer 2. Laura Fied Huntington (Mrs. Camp S.) 3. Lewis L. Hayes 4. R. J. Stray et 5. James G. Goff 6. W. Howard 7. B. B. Stoneman 8. Mrs. H. Wickers 9. Ellis Frankenburg 10. M. Walter Moore 11. Gail W. Tucker 12. Lewis J. Ottaviani → 13. Wm. D. Stanton 14. R. J. Dan 15. Charles E. DeFabaugh 16. Arthur P. Gorman | <ol style="list-style-type: none"> 17. Mrs. C. V. Cook 18. M. Hall 19. William J. Root 20. Fayez Kettrell 21. Robert E. McComell 22. R. F. May 23. S. L. Howard 24. Paul S. Williams 25. J. Harshfield 26. Mr. & Mrs. John Setford |
|---|--|

46954
BOOK 697 PAGE 232

THE GROVE INC.
CORPORATE
SEALS
ATTENT: THE GROVE INC.

Lewis L. Hayes
President

GORMAN INC.
CORPORATE
SEALS
ATTENT: GORMAN INC.

Debra Erbenbach
Secretary

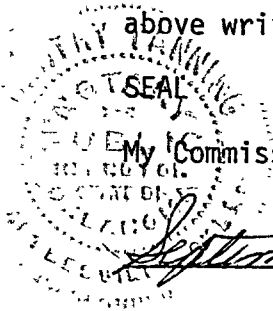
GORMAN INC.

Arthur P. Gorman, President

STATE OF OKLAHOMA)
WASHINGTON COUNTY) ss:

Refore me, the undersigned, a Notary Public, in and for said County and State, on this 9th day of September, 1977, personally appeared ARTHUR P. GORMAN, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and seal of office the day and year last above written.

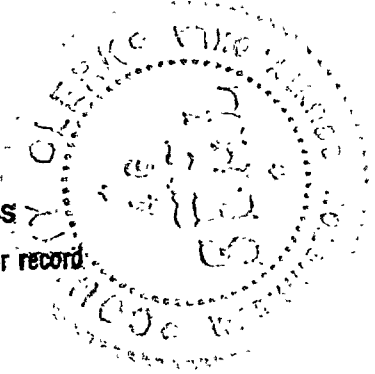


My Commission Expires:

September 24, 1979

Dorothy Fanning
Notary Public

STATE OF OKLAHOMA }
Washington County } ss:
This Instrument was filed for record



SEP 30 1977
at 120 o'clock P
BEN J. ELLSWORTH, County Clerk
By M. Jester Deputy

BOOK 697 PAGE 234

OWNERS AMENDED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

WHEREAS, the undersigned are the owners of more than seventy-five percent (75%) of the following described real property, to-wit: (THE GROVE)

A tract of land in Section 18, Township 26 North, Range 13 East, Washington County, State of Oklahoma, beginning at a point on the North Line of Lot 2 that is 50' East of the Northwest Corner of Lot 2, Section 18; thence North 89° 53' East a distance of 530'; thence South 0° 02' East a distance of 410'; thence South 38° 57' 42" West a distance of 323.95'; thence South 70° 02' East a distance of 185'; thence South 0° 02' East a distance of 355'; thence South 89° 53' West a distance of 500'; thence North 0° 02' West a distance of 1,080' to the point of beginning. Containing 12.14 acres, more or less.

and

WHEREAS, the undersigned as such owners desire to amend Article V in accordance with Article XVI 3.

NOW, THEREFORE, the undersigned hereby amend said Article V and substitute in lieu thereof the following:

ARTICLE V

SETBACK REQUIREMENTS

"Each dwelling on a Lot shall be at least twenty-five feet (25') from its rear property line. The rear property line requirement may be waived for outbuildings."

ATTEST:

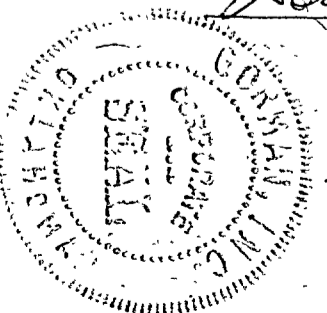
GORMAN INC.

Joselynn
Secretary

By: Arthur
President

Charles M. Kittrell
Charles M. Kittrell

Faye J. Kittrell
Faye J. Kittrell



46955

BOOK 697 PAGE 235

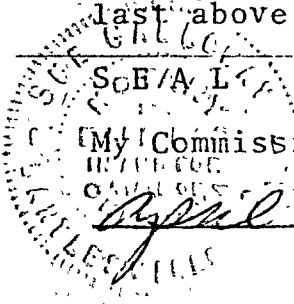
STATE OF OKLAHOMA)

)ss:

WASHINGTON COUNTY)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 25th day of April, 1974, personally appeared ARTHUR P. GORMAN, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and seal of office the day and year last above written.



Sue Tallorway
Notary Public

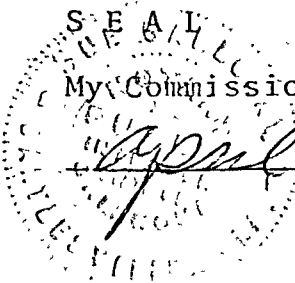
STATE OF OKLAHOMA)

)ss:

WASHINGTON COUNTY)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 25th day of April, 1975, personally appeared Charles M. Kittrell and Faye J. Kittrell, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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



Sue Tallorway
Notary Public

STATE OF OKLAHOMA }
Washington County }ss:

This Instrument was filed for record.

SEP 30 1977

at 120 o'clock P

BEN J. ELLSWORTH, County Clerk

By m jester Deputy

BOOK 697 PAGE 236

OWNER'S AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

WHEREAS, the undersigned are the owners of more than 75% of The Grove, Bartlesville, Washington County, Oklahoma.

WHEREAS, Camp S. and Laura Field Huntington, husband and wife, Dan L. and Louise Mayer, husband and wife, and Arthur P. Gorman and Carolyn K. Gorman, husband and wife, desire to transfer title of said property, in which they are the owners, to THE GROVE, the following described real property and premise situated in Washington County, State of Oklahoma, to-wit:

A tract of land in Section 18, Township 26 North, Range 13 East, beginning at a point on the East property line 164.5 feet North of the Southeast corner of THE GROVE, First Addition, Tract I, thence North 0° 2' West a distance of 190.5 feet, thence East 30 feet, thence South 0° 2' East a distance of 190.5 feet, thence West 30 feet, to the point of beginning, containing 0.13 acres, more or less.

NOW, THEREFOR, be it understood and agreed that the undersign approve of this transfer of title of said property and that said property will be subject to the conditions of the common area as set forth in the Declaration of Covenants, Conditions and Restrictions.

HUSBAND	WIFE	ADDRESS
1. Dan L. Mayer	H. Louise Mayer	1512 Pecan Place
2. Charles E. Kitching		1455 Apple Alley
3. A. Harshfield	Dorothy Harshfield	1509 Pecan Place
4. Claude H. Butler		1555 Pecan Place
5. W. Randall		600 Chestnut Court
6. Edward L. Klockman	Phoebe L. Klockman	601 Cherry Lane
7. E. J. Ryan	ELAINE O Ryan	1445 Apple Alley
8. Arthur Gorman	Carolyn K. Gorman	1480 Apple Alley
9. Louis J. Ottaviani		600 Cherry Lane
10. James A. Reid		1550 Pecan Place
11. G. E. Beale	Bernice Beale	1549 Pecan Place
12. W. M. Hall	Frances D. Hall	1539 Pecan Place
13. Gave W. Tucker	Beverly D. Tucker	1533 Pecan Place
14. John Ketchum	Louise Ketchum	1501 Pecan Place
15. C. U. Root	Donna Root	1515 Pecan Pl.
16. W. L. Cooney	Barbara J. Cooney	1510 Pecan Place
17. R. S. McLaughlin		1530 Pecan Place
18. Camp S. Huntington	Laura Field Huntington	1560 Pecan Pl.
19. Charles L. Johnson	Nelda L. Johnson	1538 Pecan Pl.
20. Ellie H. Fairbairn	Marian Straight	1545 Pecan Place
21. M. J. Straight	Marian Straight	1561 Pecan Pl.
22. G. M. Moore		1525 Pecan Place
23.	Jane Killebrew	1569 Pecan Pl.
24.	Reed S. Williams	627 Chestnut Ct
25.	Thelma J. Fulton	613 Chestnut Court
26.	Niles H. Smith	603 Chestnut Court
27. A. Walker		625 Cherry Lane
28. A. K. Kitching	Ethel J. Kitching	605 Cherry Lane
29.	Mary L. Martin	616 Cherry Lane

84114

BOOK PAGE 759 229

FILED

MAY 15 1 26 PM '81

STATE OF OKLAHOMA
WASHINGTON CO. CL.
BEN J. ELLSWORTH
BY *[Signature]* DEPUTY

STATE OF OKLAHOMA)
WASHINGTON COUNTY) ss:

Before me, the undersigned, a Notary Public, in and for said County and State, on this 1ST day of May, 1981, personally appeared the above person or persons, to me known to be the identical person or persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

SEAL

My Commission Expires:

September 24, 1983

Dorothy Fanning
Notary Public

October, 1981.

OWNER'S AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

WHEREAS, the undersigned are the owners of more than 75% of The Grove, Bartlesville, Washington County, Oklahoma, now, therefore, be it understood and agreed that the undersigned approve the following amendments to the Declaration of Covenants, Conditions and Restrictions:

Amendment No. 6 - Article IX, Section 6, Uniform Rate of Assessment:

Amend Section 6 by changing the period at the end of this sentence to a semi-colon and adding the following:

"provided, however, that in addition to annual and special assessments, owners of swimming pools shall also pay at the prevailing water and sewer rates for the estimated amount of water used to fill, maintain and operate the pool for the current calendar year. Estimated usage to be agreed upon between owner and The Grove Board. Billing as agreed shall be paid during the fourth quarter of each year."

Amendment No. 7 - Article VII, Approval of Transfers:

This Article is hereby deleted.

	HUSBAND	WIFE	ADDRESS
1.	Dan B. Mayer	Renee Mayer	2572 Pecan Place
2.	W. Conrad	A. L. Conrad	600 Chestnut Court
3.	Camp Huntington	Laura Fied Huntington	1560 Pecan Place
4.		Goodwyn H. Reid	1550 Pecan Pl.
5.	B. J. Straight	Marian Straight	1556 Pecan Pl.
	Gladys H. Lott		1555 Pecan Pl.
7.	A. E. Buce	Bessie L. Buce	1549 Pecan Pl.
8.		Ellis H. Fairbairn	1545 Pecan Place
9.	R. S. McConnell	Norma L. McConnell	1530 Pecan Place
10.	W. M. Johnson	Manda L. Johnson	1538 Pecan Place
11.	Charles W. Kelley	Joy J. Kelley	1569 Pecan Pl.
12.	W. M. Hall	Bronce S. Hall	1539 Pecan Place
13.	Paul W. Tucker	Beverly L. Tucker	1533 Pecan Place
14.	L. V. Cook	Don Cook	1515 Pecan Place
15.	B. Harshfield	Dorothy Harshfield	1509 Pecan Place
16.	John L. Gifford	Leona Gifford	1501 Pecan Place

90285

BOOK PAGE 769 829

	<u>HUSBAND</u>	<u>WIFE</u>	<u>ADDRESS</u>
17.	<u>Lewis L. Hayes</u>	<u>Donna Hayes</u>	<u>1500 Pecan Place</u>
18.	<u>[Signature]</u>		<u>15110 [Signature]</u>
19.	<u>Edward E. Blackman</u>	<u>Phoe L. Blackman</u>	<u>601 Cherry Lane</u>
20.	<u>Louis J. Attariani</u>		<u>600 Cherry Lane</u>
21.	<u>[Signature]</u>		<u>625 Cherry Lane</u>
22.	<u>Robert S. Ryan</u>	<u>Edwin C. Ryan</u>	<u>1445 Apple Apple</u>
23.	<u>Pearl Wilkerson's</u>		<u>627 Chestnut Ct</u>
24.	<u>Miss Harper Baughman</u>		<u>628 Chestnut Court</u>
25.	<u>Helma J. Fueton + Earl</u>		<u>613 Chestnut Court</u>
26.	<u>[Signature]</u>	<u>Ethel J. Fendley</u>	<u>605 Cherry Lane</u>
27.		<u>Shirley Burroughs</u>	<u>1400 Apple Alley</u>
28.	<u>[Signature]</u>	<u>Crystal L. Loman</u>	<u>1480 Apple Alley</u>
29.	<u>Joseph O. Tode</u>		<u>1460 Apple Alley</u>

STATE OF OKLAHOMA)
 WASHINGTON COUNTY) ss:

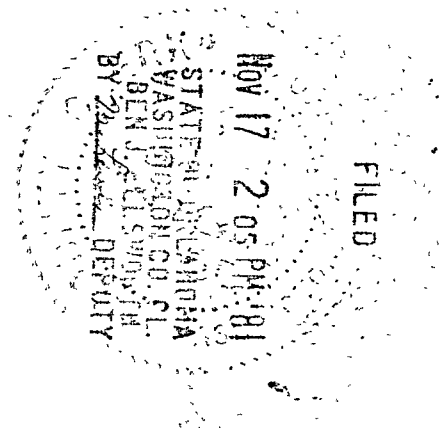
Before me, the undersigned, a Notary Public, in and for said County and State, on this 17th day of November, 1981, personally appeared the above person or persons, to me known to be the identical person or persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

SEAL
 NOTARY PUBLIC

My commission Expires:
September 24, 1983

Jessie Fanning
 Notary Public



FILED

BOOK 769 PAGE 830

OWNERS AMENDED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

WHEREAS, the undersigned are the owners of more than seventy-five percent (75%) of the following described real property to-wit: (THE GROVE)

A tract of land in Section 18, Township 26 North, Range 13 East, Washington County, State of Oklahoma, begining at a point on the North Line of Lot 2 that is 50' East of the Northwest Corner of Lot 2, Section 18; thence North 89° 53' East a distance of 530'; thence South 0° 02' East a distance of 410'; thence South 38° 57' 42" West a distance of 323.95'; thence South 70° 02' East a distance of 185'; thence South 0° 02' East a distance of 355'; thence South 89° 53' West a distance of 500'; thence North 0° 02' West a distance of 1,080' to the point of beginning. Contain- ing 12.14 acres, more or less.

FILED
FEB 22 2 55 PM '83
STATE OF OKLAHOMA
WASHINGTON CO. CL.
BY J. ELLSWORTH DEPUTY

and

WHEREAS, Arthur P. Gorman and Carolyn K. Gorman, husband and wife, desire to add to the road way in the common area of The Grove a strip of concrete 8 feet wide, extending from the end of The Grove Drive, to the new garage located at the rear of Gorman's property. The purpose is to provide a drive for the landscape equipment and truck used for the Grove, and also for use of Gorman's personal equipment. The cost of this amenity will be borne by Gorman.

NOW, THEREFORE, the undersigned hereby agree to amend the C. C. & R's to allow the above amenity to be constructed as stated in the common area of the Grove.

	<u>HUSBAND</u>	<u>WIFE</u>	<u>ADDRESS</u>
1.		Mrs. L. L. Hayes	1500 Pecan Pl.
2.	<i>A. P. Gorman</i>	<i>Carolyn K. Gorman</i>	1509 - ✓
3.	<i>Clayton S. Hunt</i>		1560 Pecan Pl.
4.	<i>C. M. Kirtell</i>	<i>Faye Kirtell</i>	1569 Pecan Pl.

103397

BOOK 792 PAGE 799

Owners Amended Declaration of Covenants, Conditions & Restrictions
(extending equipment driveway)

	HUSBAND	WIFE	ADDRESS
4.	Dan L. Mayer		
5.	Edgar W. Freiburger		1545 Pecan Place
6.	Mr & Mrs. C.W. Doornik		1510 Pecan Place
7.	Mr & Mrs R. Ryan		1445 Apple Alley
8.	A.V. Cook		1515 Pecan Pl.
9.	Mr & Mrs P.W. Tucker		1533 Pecan Pl.
10.	Mr & Mrs A.E. Buell		1549 Pecan
11.	Mr & Mrs R.F. Straight		1561 Pecan
12.	Mr & Mrs G.A. Reid		1550 Pecan
13.	Thelma J. Nelson		
14.	Betty Banghman		628 Chestnut
15.	Mary O'Boyle		
16.	Charles E. DeFaubert		1455 Apple Alley
17.	P.M. Arnold		1420 Apple Alley
18.		Shirley Burroughs	1400 Apple Alley
19.		Joanne Smith	650 Cherry Ln.
20.		Edw Kent	630 Cherry Lane
21.	Rosalie J. Martin	Mary Martin	616 Cherry Lane
22.	John P. Oortton		
23.	R. Hall		1539 Pecan Pl.
24.		Nanda L. Johnson	1538 Pecan Pl.
25.	Claude H. Potter		1555 Pecan Place
26.		Peggy Ottaviani	
27.	Paul Halpe		
28.	Pearl Williams		627 Chestnut
29.	Mildred K. Kruger		

Page 3

Owners Amended Declaration of Covenants, Conditions & Restrictions
(extending equipment driveway

STATE OF OKLAHOMA)
) ss:
WASHINGTON COUNTY)

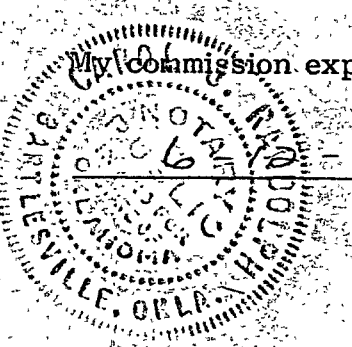
Before me, the undersigned, a Notary Public, in and for said County and State, on this 18th day of February, 1983, personally appeared the above person or persons, to me known to be the identical person or persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires:

83

Carol Randolph
Notary Public



March 1984

OWNER'S AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

WHEREAS, the undersigned are the owners of more than 75% of The Grove, Bartlesville, Washington County, Oklahoma, now, therefore, be it understood and agreed that the undersigned approve the following amendments to the Declaration of Covenants, Conditions and Restrictions:

Article X, Scope of Assessments:

Amend Article 10 by deleting cablevision as a service provided in the Assessments.

120253

	HUSBAND	WIFE	ADDRESS
1.	<i>Art Halber</i>		<i>625 Cherry Lane</i>
2.	<i>Dan L. Mayer</i>		<i>1572 Pecan Place</i>
3.	<i>Al G...</i>		<i>600 Long Lane</i>
4.	<i>W. Straight</i>		<i>1561 Pecan Pl.</i>
5.	<i>Mildred Moore</i>		<i>1525 Pecan Place</i>
6.	<i>R. J. Ryan</i>		<i>1745 Apple Alley</i>
7.	<i>Bernard Throntal</i>		<i>613 Chestnut Ct.</i>
8.	<i>Rachel Williams</i>		<i>627 Chestnut St</i>
9.	<i>G. V. Cook</i>		<i>1515 Pecan Place</i>
10.	<i>Charles E. DeBrough</i>		<i>1455 Apple Alley</i>
11.	<i>Charles J. Martin</i>		<i>616 Cherry Lane</i>
12.	<i>W. M. Hall</i>		<i>1539 Pecan Pl</i>
13.	<i>Heonon Setford</i>		<i>1501 Pecan Pl.</i>
14.	<i>P. M. Arnold for Philip Mills Arnold Trust</i>		<i>1420 Apple Alley</i>
15.	<i>Carolyn Reed</i>		<i>1550 Pecan</i>
16.	<i>Bee Buell</i>		<i>1549 Pecan</i>
17.	<i>Gwethy Harshfield</i>		<i>1509 Pecan</i>
18.	<i>J. W. O'Toole</i>		<i>1460 Apple</i>
19.	<i>P. O. Kottmann</i>		<i>600 Cherry Lane</i>
20.	<i>Beverly L. Tucker</i>		<i>1533 Pecan Pl.</i>
21.	<i>Theo L. Blockman</i>		<i>601 Cherry Lane</i>
22.	<i>Camp S. Kuntzman</i>		<i>1560 Pecan Pl.</i>
23.	<i>Clara H. Juttel</i>		<i>1555 Pecan Pl.</i>
24.	<i>...</i>		<i>1480 Apple Alley</i>
25.	<i>Lewis L. Hayes</i>		<i>1500 Pecan Place</i>
26.	<i>Carolyn J. Dorman for Mildred K. Ryan</i>		<i>603 Chestnut Court</i>
27.	<i>Art Halber</i>		<i>625 Cherry Lane</i>
28.			
29.			

ATTEST: THE GROVE INC.

Lewis L. Hayes
Lewis L. Hayes, President

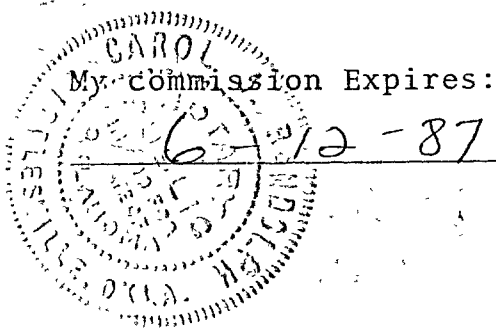
FILED
AUG 20 3 14 PM '84
STATE OF OKLAHOMA
WASHINGTON, D.C.
E. A. HILF-PLAND
DEPUTY

822 PAGE 239

STATE OF OKLAHOMA)
) ss:
WASHINGTON COUNTY)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 2nd day of May, 198~~1~~⁴, personally appeared the above person or persons, to me known to be the identical person or persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

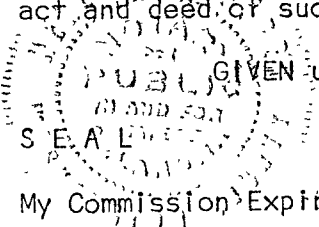
Given under my hand and seal of office the day and year above written.



Carol J. Randolph
Notary Public

STATE OF OKLAHOMA)
) ss:
WASHINGTON COUNTY)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 20th day of AUGUST, 1984, personally appeared LEWIS L. HAYES, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such Corporation, for the uses and purposes therein set forth.



January 15, 1987

Helen L. Snider
NOTARY PUBLIC

BOOK 822 PAGE 240

OWNER'S AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

WHEREAS, the undersigned are the owners of more than 75% of The Grove, Bartlesville, Washington County, Oklahoma, now, therefore, be it understood and agreed that the undersigned approve an amendment to the Declaration of Covenants, Conditions and Restrictions to permit the construction of an addition to 1569 Pecan Place and the annexation of a 30' strip of land to the common area as shown on the attached drawing.

	NAME	ADDRESS
1.	Ad Stalder	625 Cherry Lane
2.	Lewis L. Hayes	1500 PECAN PLACE
3.	Charles Martin	616 CHERRY LANE
4.	Camp S. Huntington	1560 Pecan Place
5.	r.m. Annals	1420 Apple Alley
6.	H. Harshfield	1509 Pecan Place
7.	Mrs. Helen Moore	1525 Pecan Place
8.	W.M. Hall	1539 Pecan Place
9.	O.V. Cook	1515 Pecan Place
10.	Charles Tucker	1533 Pecan Place
11.	Elmer Fredrickson	1545 Pecan Place
12.	Bernice L. Buell	1544 Pecan Place
13.	Claude H. Jetter	1555 Pecan Place
14.	Don S. Harper	1572 Pecan Place
15.	Everett H. Baird	1550 Pecan
16.	Mary O'Toole	1460 Apple
17.	Angela Belle Delphlaugh	1455 Apple Alley
18.	Robert J. Ryce	1445 Apple Alley
19.	Joanne Smith	650 Cherry Ln.
20.	Ragan Hartzell	630 Cherry Ln
21.	Kevin J. Ottaviani	600 Cherry Lane
22.	John P. Overton	633 Cherry Lane
23.	Phoebe L. Klugman	601 Cherry Lane
24.	Mrs. Harper Baughman	628 Chestnut Court
25.	Mrs. Bernard Weinstub	613 Chestnut Court
26.	Mrs. C.W. Doornbos	1510 Pecan Place
27.	Mrs. John Setford	1501 Pecan Place
28.	Reverend S. Williams	627 Chestnut
29.	W. J. ...	605 Apple Alley
30.	Art ...	1480 Apple Alley
31.		
32.		

123251

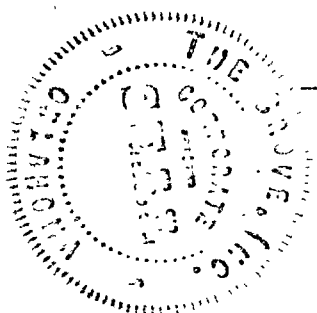
BOOK 827 PAGE 98

ATTEST: THE GROVE INC.

PO Box 2372 Bartlesville 74005

Izola Moore
Izola Moore, Secretary

Lewis L. Hayes
Lewis L. Hayes, President



COMMON GROUND

NORTH

164.5'

30'0"

PROPERTY WHOLLY OWNED BY C. KITTSBELL

PLOT "A"

5' UTILITY EASEMENT

PLOT "B"

PROPOSED ADDITION

1569 PECAN PL.

EXISTING PATIO

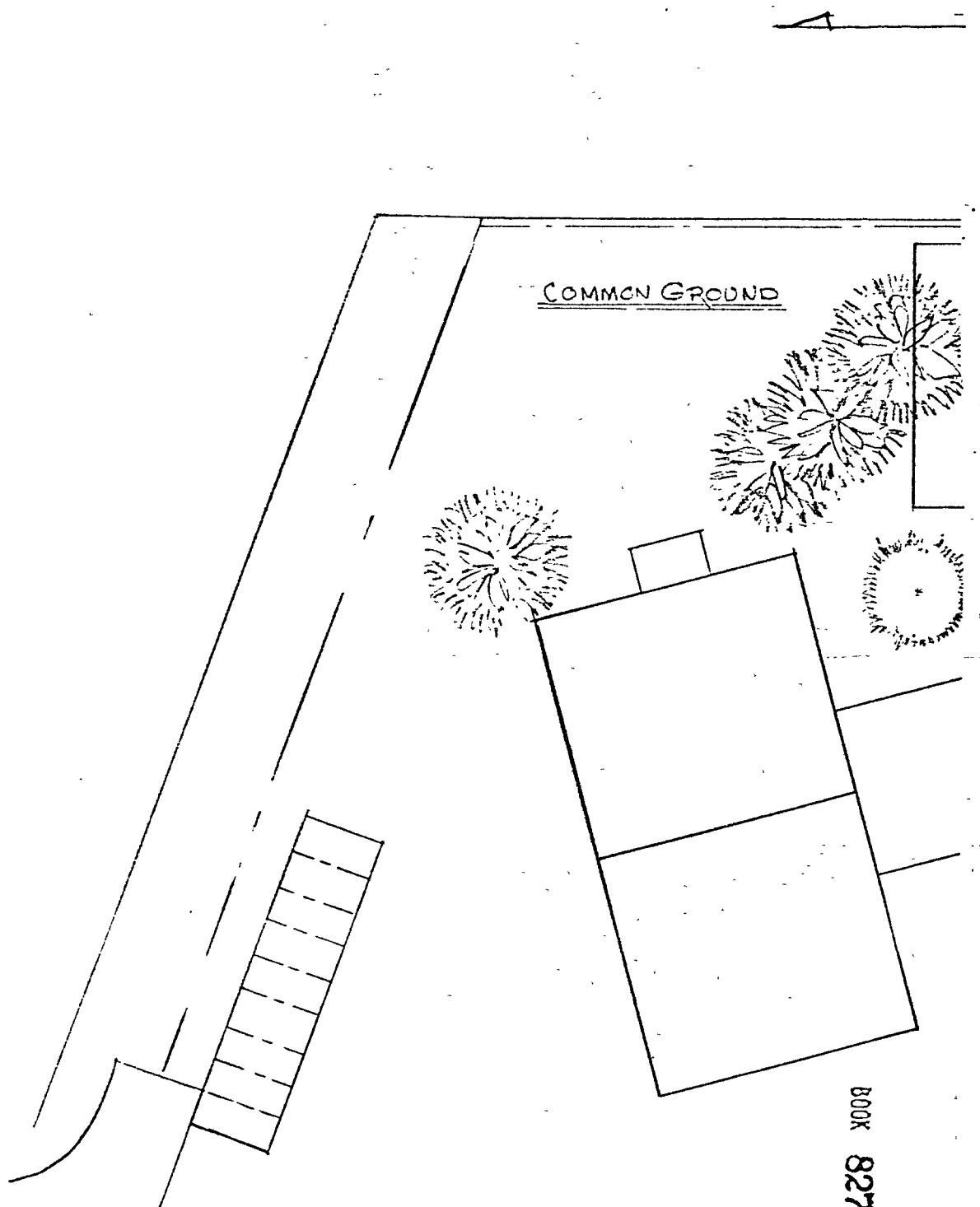
COMMON GROUND

GROVE SOUTH BOUNDARY

PECAN PLACE

PLOT PLAN

SCALE 1" = 40'



COMMON GROUND

JUN 9 4 38 PM '89

AMENDMENT
TO
OWNER'S DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
THE GROVE

BY 207/1111 DEPUTY

33921

WHEREAS, The undersigned, being owners of more than seventy-five percent (75%) of the building sites and lots of THE GROVE, an addition to the City of Bartlesville, Washington County, State of Oklahoma, agree by affixing their signatures to this document, the OWNER'S DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, recorded July 3, 1974, in the office of the Washington County Clerk, in Book 626 at Page 271, et seq. and all subsequent amendments thereto, shall be and hereby are amended by authorizing the following work to be performed on the west side of Unit N, Tract II of THE GROVE, First Addition, also known as 625 Cherry Lane, to-wit: installation of sliding glass doors in the South wall of the Master Bedroom and construction of and maintaining a fence enclosed concrete patio addition, as shown on the attached drawing, marked Exhibit "A" and incorporated herein by reference.

NAME NAME ADDRESS

1. John Coerton _____ 633 Cherry Lane
2. Evelyn M. Oersten _____ 633 Cherry Lane
3. Theo L. Klockman _____ 601 Cherry Lane
4. Paul D. Blackwood Marge Blackwood _____ 600 Chestnut Ct.
5. Mildred K. Kruger _____ 603 Chestnut
6. Bernard Mantz Carolyn R. Weinstock _____ 613 Chestnut Ct.
7. Chas. A. Sts. Buckly St. Ham _____ 1455 Apple Alley
8. Robert J. Snare Elaine B. Ryan _____ 1445 Apple Alley
9. Travis B. Hunt Laura Field Huntington _____ 1560 Pecan Pl.
10. Dan P. Mayer Yvonne _____ 1572 Pecan
11. Cecil Ward Leah Ward _____ 1569 Pecan Place
12. Louis J. Ottomoni Peggy Ottomoni _____ 600 Cherry Lane
13. W. J. Straight Marion Straight _____ 1561 Pecan Pl.
14. Bub Buell _____ 1549 Pecan Pl.
15. J. M. Hall _____ 1539 Pecan

300K
653
685

- 16. C. W. Tucker Beverly L. Tucker 1533 Pecan Place
- 17. W. C. Lanning _____ 1530 Pecan Pl.
- 18. Louise J. Lanning _____ _____
- 19. E. W. Cook _____ 1515 Pecan Place
- 20. Izola Moore _____ 1525 Pecan Place
- 21. Mrs. Bonnet Lucretia Bonnet 1510 Pecan Place
- 22. Louis L. Hayes Donna Hayes 1500 Pecan Place
- 23. Bretchen Butts _____ 618 Chestnut Ct.
- 24. John Hatchett Karen Hatchett 630 Cherry Ln.
- 25. John E. Harris Aruth M. Harris 1400 Appa Alley
- 26. Charles Martin Mary L. Martin 616 Cherry Lane
- 27. N. Harold Field Jarathy Harold Field 1509 Pecan Place
- 28. Mrs. H. H. [unclear] _____ 1225 Chestnut St.
- 29. [unclear] _____ 1627 Chestnut St.
- 30. [unclear] Charles H. Butts 1535 Pecan Pl.
- 31. I. Emmott _____ 605 Cherry Lane

ATTEST AND APPROVED:

THE GROVE, INC.

(SEAL)
Izola Moore
 Secretary

By Bernard Weintub
 President

STATE OF OKLAHOMA)
) SS
 WASHINGTON COUNTY)

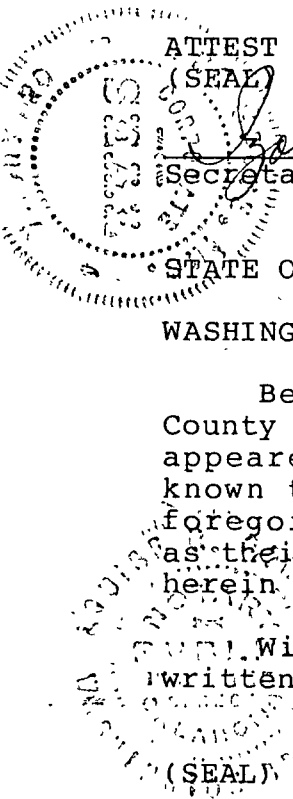
Before me, the undersigned, a Notary Public in and for said County and State, on this 8th day of ~~February~~ June, 1988, personally appeared before me, Izola Moore and Bernard Weintub, known to be the identical persons who executed the within and foregoing instrument and acknowledged to me they executed the same as their free and voluntary act and deed for the uses and purposes herein set forth.

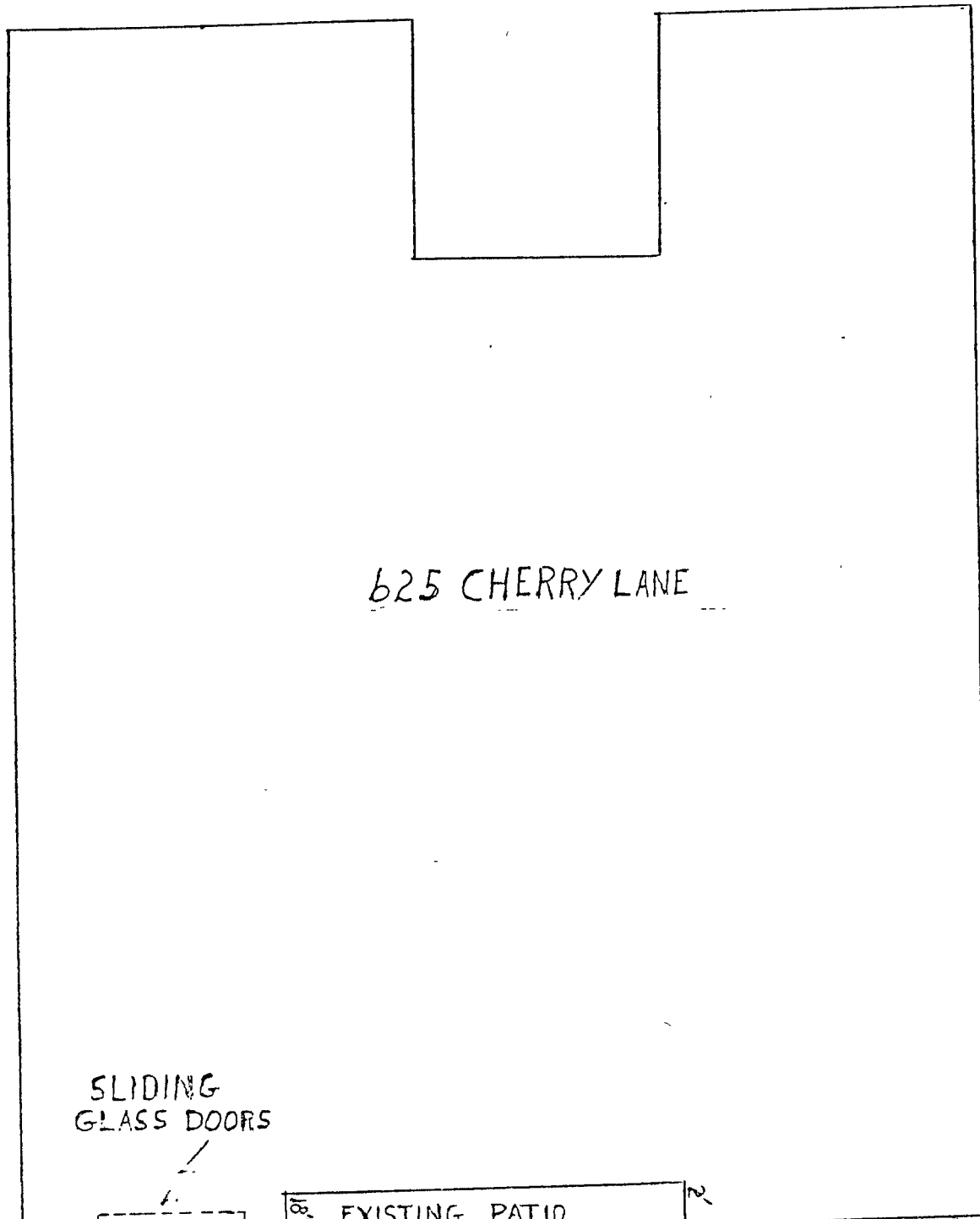
Witness my hand and official seal the day and year last above written.

Louise R. Connor
 Notary Public

My commission expires:
May 5, 1992

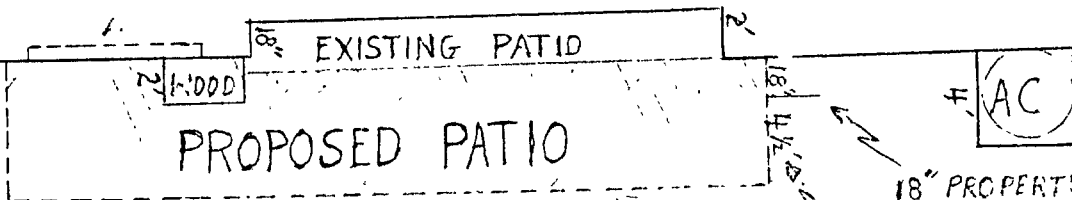
BOOK 853 PAGE 687





625 CHERRY LANE

SLIDING
GLASS DOORS



EXISTING PATIO

PROPOSED PATIO

Fence

AC

18" PROPERTY LINE

4 1/2" EXTENSION BEYOND PROPERTY LINE

COMMON GROUND

N

The Grove Inc.

Affidavit of Modifications of Covenants Conditions and Restrictions

002942

A new Article VII is added as follows:

There is hereby established a Policy of The Grove Inc. to limit the leasing of Grove Inc. homes and dwelling units to leases with terms of six months to three years, which are approved by the Board of Directors of the Grove Inc. The policy of the Board will be to approve such leases on condition that:

a) the owner lessor reviews with the Treasurer and President of the Grove Inc. the credit and other references of the prospective lessee, and

b) the lease contain provisions acceptable to the Board of directors requiring the lessee to agree

(i) that the lease will cover the entire house or dwelling unit for the exclusive use of the Lessee;

(ii) not to sublet nor rent the house or Dwelling unit or any part thereof;

(iii) to observe all the Covenants Conditions and Restrictions of the Grove Inc,

(iv) to be responsible for all expenses incurred by the Grove Inc resulting from Lessee's failure to observe the above provisions.

Effective the first day of February, 2005.

Article XV is hereby amended by adding the following paragraph after paragraph 1:

2. Each and every respective owner of a lot or building site or lots and building sites in the Grove Inc. property shall be responsible for the maintenance, repair and replacement, when needed, of driveways and sidewalks serving and adjacent

BK 1027 PG 3727

to the building site or sites and lot or lots owned by each respective owner on "common areas" and "lots".

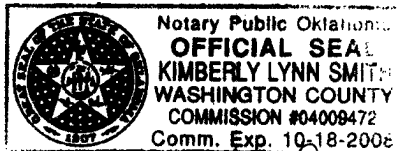
Dated the 18th day of January 1999.

I, the undersigned Jo Baughman, being duly sworn, do hereby declare that I am the Secretary of the Grove Inc., and that the above Modifications to the Covenants, Conditions, and Retrictions of the Grove Inc. have been approved in writing by the required number of owners of property in The Grove, to take effect as of the dates indicated for each, as covenants running with the ownership of all of the parcels of real estate within the Grove, and that such witten approvals approvals have been placed in the permanent files of the Grove Inc. maintained for that purpose.

Executed this 31 day of March 2005

Jo Yates Baughman
Jo Baughman

BK 1027PG3728



Jo Yates Baughman personally appeared before me this 31 day of March 2005

Kimberly Lynn Smith
March 31, 2005

628 Chestnut Court
Barthlesville, OK 74003

Doc # 2005002942
Bk 1027
Pg 3727-3728
DATE 03/31/05 13:46:56
Filing Fee \$15.00
Documentary Tax \$0.00
State of Oklahoma
County of WASHINGTON
WASHINGTON County Clerk
M. PARRISH

B Deal



OWNER'S DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

KNOW ALL BY THESE PRESENTS:

The Grove consists of the following described property:

A tract of land in Section 18, Township 26 North, Range 13 East, Washington County, State of Oklahoma, beginning at a point on the North Line of Lot 2 that is 50' East of the Northwest Corner of Lot 2, Section 18; thence North 89 degrees, 53' East on a distance of 530'; thence South 0 degrees 2' east 1080'; thence South 89 degrees 53' West a distance of 530'; thence North 0 degrees 02' West to the point of beginning, containing 13.14 acres more or less.

005404

NOW THEREFORE, for providing adequate restrictive covenants for the benefit of the owners and successors in title to the aforesaid property, The Grove Association does hereby impose the following restrictions on all said land embraced in THE GROVE to which it shall be incumbent upon its successors in title to adhere, and any person or corporation, hereinafter becoming the owner or owners either directly or through any subsequent transfer or in any manner hereinafter set forth of any property included in THE GROVE, shall hold to the following restriction, subject to the right to alter or amend as provided in XII-3.

ARTICLE I
DEFINITIONS

1. *Homeowners Association shall be designated as The Grove, Inc.*, and is a non profit corporation organized under Title 18 S851 et seq of the Oklahoma Statutes. The Grove shall be the owner of the common areas. Each owner in The Grove Addition shall be a member of the Corporation in accordance with the By-Laws(see Exhibit A).
2. The Addition (The Grove) shall consist of:
 - a. Duplex Condominiums (two family units)
 - b. Single Family Houses –lots as shown on plat
 - c. Common Area. Common area shall consist of all other land in the addition which is situated outside the condominiums located on the building sites at the foundation line and the structures courtyard fences; likewise, the land outside the single family houses lots as shown on the plat of The Grove. The common area shall also include access easements and utility easements.
3. Owner shall be the purchaser of any condominium or single family house in The Grove.
4. Access Easements are shown on the plat and designated "Access Easements".

BK 1090PG0693

5. Assessments shall be the amount of money as may from time to time be declared by the Board of Directors to be necessary for the operation of the Home Owners Association, The Grove, Inc.
6. Association Board of Directors shall be 9 directors, who may or may not be members of the Association and whose duties and powers are outlined in the by-laws (see Exhibit A).

ARTICLE II USE RESTRICTIONS

Every owner shall be governed by the following restrictions which shall run with the land and shall be further bound by the By-laws of The Grove, Inc.

1. All structures located in the addition shall be used exclusively for residential purposes.
2. Single family houses may have appurtenant structures erected thereon, such as personal car garages, servants' quarters, children's playhouses, swimming pool houses, and garden shelters.
3. No use or practices shall be permitted on the property which is a source of annoyance to the residents, or which interferes with the peaceable possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage allowed to accumulate nor a fire hazard allowed to exist.
4. No owner shall permit any use of his structure or of the common areas which will increase the rate of insurance upon the property.
5. No immoral, improper, offensive or unlawful use shall be made of the property or any part thereof. All valid laws, zoning ordinances and regulations of all governing bodies having jurisdiction thereof shall be observed.
6. Commercial and recreational items such as heavy trucks, boats, trailers, and campers, must be stored out of sight. Under normal circumstances owners' vehicles should be kept in the garage with the door closed. When this is not possible, temporary parking on the driveway or in visitors parking spaces is permitted, but should not be considered a permanent solution. Owners must not keep their vehicles parked in the street. Street parking for visitors is permissible for only short periods of time. (no more than 24 hours).
7. No sign of any kind shall be displayed on any unit except a sign showing the street address and name of the occupant and all such signs shall be approved by the Homeowners Association. Provided in the event a unit is for sale a sign no larger than two feet by three feet (2'X3') may be appropriately placed on The Grove property for this purpose.
8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except for dogs, cats or other household pets, which may be kept, provided they are not kept, bred or maintained for any commercial purpose.

BK 1090 PG 06 94

ARTICLE III
SETBACK REQUIREMENTS

Each dwelling shall be at least twenty-five feet (25') from its rear property line. The rear property line requirement may be waived for outbuildings.

ARTICLE IV
PROPERTY RIGHTS

Owner's Easements. Each owner shall have a right and easement in and to the common area and from the access easements to his property, subject to the following provisions:

1. The right of the Association to charge such fees for the use and maintenance of the common area.
2. The right of the Association to suspend voting rights and right to use of the common area by an owner for any period during which any assessment against his home remains unpaid for a period in excess of thirty (30) days from the due date of said assessment.
3. The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes as may be agreed to by the members, provided at least three-fourths (3/4) of the membership agree to such dedication or transfer.

ARTICLE V
INSURANCE

Insurance policies on the common area and amenities shall cover all improvements and personal property of the Homeowners Association. Public liability and workmen's compensation insurance shall be carried by the Homeowners Association.

1. Each owner shall procure and keep in force an adequate policy of casualty insurance on his property. The Amount of insurance shall be sufficient for the replacement of his unit if it is totally destroyed.
2. Each owner shall carry public liability in a minimum amount of \$100,000.00. (one hundred thousand dollars)

ARTICLE VI
COVENANT FOR MAINTENANCE ASSESSMENT

BK 1090 PG 0696

1. Creation of Personal Obligation of Assessments. Each owner by the acceptance of a Deed therefore is deemed to covenant and agrees to pay to the Association:
 - a. Annual assessments or charges, and
 - b. Special assessments for capital improvements.The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them and assumption shall not impair the right of the Association to pursue its remedies against the former owner.
2. Purpose of Assessment. The assessment levied by the Association shall be used exclusively to promote recreation, health, safety, welfare and quiet enjoyment of the residents in the properties and for the improvement and maintenance of the common area situated upon the properties.
3. The Association Board of Directors may increase the annual assessment to an amount determined necessary to maintain the Association, provided at least fifty-one percent (51%) of the membership assent to such amount.
4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized, the Association may levy a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided such assessment shall have the vote or written consent of fifty-one percent (51%) of the members of the Association.
5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Any action authorized under Section 3 or 4 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than thirty (30) days in advance of the meeting. Any owner may give to any other owner his written proxy to cast his vote at said meeting.
6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for condominiums and single family houses and may be collected on a monthly basis. In addition to annual and special assessments, owners of swimming pools shall also pay at the prevailing water rates or the estimated amount of water used to fill, maintain and operate the pool for the current calendar year. Estimated usage is to be agreed upon between owner and The Grove Board of Directors. Billing as agreed shall be paid no later than the October assessment.
7. Effect of Non-Payment of Assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action against the owner personally obligated to pay the same, or initiate a lien against the property. In the event the Association is required to procure the services of an attorney, a reasonable attorney's fee shall be assessed against the property. No owner may waive or otherwise escape or excuse himself from liability for the assessments provided for herein because of non use of the common area or abandonment of his property.

8. Subordination of the Lien and Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any condominium or house shall not affect the assessment lien. However, the sale or transfer of any condominium or house or portion of property pursuant to mortgage foreclosure shall extinguish the lien of such assessment as to payments which become due prior to such sale. No sale or transfer shall relieve any subsequent owner from the lien thereof.

ARTICLE VII
SCOPE OF ASSESSMENTS

The assessments provided for in this Declaration shall include the following services:

1. Water
2. Trash removal
3. Sewer
4. Maintenance of Landscape in Common Areas, including replacement
5. Maintenance of Common Area Improvements
6. Maintenance of Streets and Utilities (sewer and water lines)
7. Liability and Hazard Insurance on Common Areas
8. Management Fee
9. Legal and Auditing Fees
10. Reserves for Repair and Replacement of Common Area Capital Items
11. Mowing and trimming of grass on the single family lots provided the lawn area to be mowed is accessible to the power equipment used by The Grove, Inc. No landscape maintenance other than mowing and trimming of grass will be provided for the single family lots.
12. Electrical Street Lights
13. Property line fences

ARTICLE VIII
PARTY WALLS

1. General rules. Each wall which is built as a part of the original construction of the condominium located on a building site and placed in the center of the dividing line between the condominiums located on said building site constitutes a party wall and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
2. Sharing of Repair and Maintenance. The cost of reasonable repairs and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.
4. Weatherproofing. Notwithstanding any other provision of this Article an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
5. Right to Contribute Runs With Land. The right of any owner to contributions from any owner under this Article shall be appurtenant to the land and shall pass to such owner's successor in title.

ARTICLE IX
MEMBERSHIP AND VOTING RIGHTS

1. Every owner of a condominium or single family house which is subject to assessment shall be a member of The Grove, Inc. Membership shall be appurtenant to and may not be separated from ownership of any home which is subject to assessment.
2. The Corporation shall have one (1) class of voting membership and each owner of a condominium or house shall be entitled to one (1) vote. When more than one person owns an interest in any condo or house all such persons shall be members. The vote shall be exercised as they among themselves determine and in no event shall more than one (1) vote be cast per home unit.

ARTICLE X
EXTERIOR MAINTENANCE

1. Every owner in the property shall be responsible for the care, preservation, maintenance and repair of his premises and the improvements situated thereon. In the event any owner shall fail to maintain his premises and the improvements situated thereon in a manner satisfactory to the Board of Directors and after a reasonable time following written notice from the Board, and after approval of three-fourths (3/4) vote of the Board of Directors, shall give the Board the right, through agents and employees, to enter upon said lot and to repair, maintain and restore the premises and its exterior. The cost of such repair shall be added to and become part of the assessment to which such lot is subject.

BK 1090PG0698

ARTICLE XI
ARCHITECTURAL CONTROL

1. No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made, nor shall any trees, plants or shrubs be planted or removed until the plans and specifications, or descriptions thereof, showing the nature, kind, shape, height, materials and locations of same have been submitted in writing to and approved by the Board of Directors.
2. No change shall be made in the Common Area unless approved by three fourths (3/4) of the members of the Association.

ARTICLE XII
GENERAL PROVISIONS

1. Enforcement. The Grove Association shall have the right to enforce, by any proceeding at law, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. In the event it is necessary to procure the services of an attorney, a reasonable attorney's fee shall be assessed against the property. Failure of The Grove to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of their right to do so thereafter.
2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.
3. Amendments. The covenant and restrictions of his Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time it shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the condo or house owners. Any amendment must be recorded.

ARTICLE XIII
LEASING OF THE GROVE, INC. CONDOMINIUMS AND SINGLE FAMILY HOMES

As of March 31, 2005, there is hereby established a policy of The Grove, Inc. to limit the leasing The Grove, Inc. homes and condominiums to leases with terms of six months to three years, which are approved by the Board of Directors of the

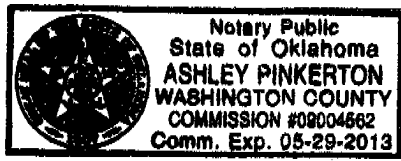
Grove, inc. The policy of the Board will be to approve such leases on condition that:

1. the owner (leser) revises with the Treasurer and President of The Grove, Inc. the credit and other references of the prospective lessee, and
2. the lease contain provisions acceptable to the Board of Directors requiring the lessee to agree:
 - a. that the lease will cover the entire house or condominium for the exclusive use of the Lessee;
 - b. not to sublet nor rent the house or condominium or any part thereof;
 - c. to observe all the Covenants, Conditions and Restrictions of The Grove, Inc.;
 - d. to be responsible for all expenses incurred by The Grove, Inc. resulting from lessee's failure to observe the above provisions.

Robert Hoelker
 Robert Hoelker
 President Grove Association
 1538 Pecan Place
 Bartlesville, Ok. 74003
 Ph. 337-9155

BK 1090 PG 0700

State of Oklahoma, County of Washington,
 Robert Hoelker signed before me on June 28, 2010.



Ashley Pinkerton
 Notary

RV Hoelker
 1538 Pecan PL
 Bartlesville, OK
 74003



Doc # 2010005404
 Bk 1090
 Pg 693-700
 DATE 06/28/10 13:27:15
 Filing Fee \$27.00
 Documentary Tax \$0.00
 State of Oklahoma
 County of WASHINGTON
 WASHINGTON County Clerk
 M. PARRISH

[Signature]

Amendment to Covenant of Grove Housing Association

To fulfill the requirements for a Court Filing, this certifies that the Grove Association has properly amended their Covenant effective with ballot approval March 15, 2010 by the following process:

1. Established a Sub Committee of the Board on May, 2009 to determine the appropriate changes or revisions.
2. Reviewed the proposed changes at the January, 2010 Annual Meeting of the Association Members with a Quorum present.
3. During February 2010, provided each member of The Association with a copy of the revised Covenant along with an explanation of the revisions and a Ballot to express their acceptance or rejection.
4. Tabulated the returned Ballots and determined that the revised Covenant was approved (per Covenant requirement that 75% of the Members approved).

Therefore, as President of the Grove Association, I certify that the following attached documents confirm this action:

- Copy of Letter of Explanation of revisions to all Association Members.
- Copy of ballots approving the action.
- Two copies of the amended Covenant.

With my signature, as properly witnessed by a Notary Public, I present this certification for Court Filing.

Robert Hoelker
Robert Hoelker

President Grove Homeowners Association
June 24, 2010



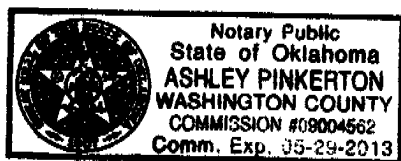
Doc # 2010005405
Bk 1090
Pg 701-701
DATE 06/28/10 13:27:15
Filing Fee \$13.00
Documentary Tax \$0.00
State of Oklahoma
County of WASHINGTON
WASHINGTON County Clerk
M. PARRISH

Handwritten signature

005405

BK 1090 PG 0701

*State of Oklahoma, County of Washington, Robert Hoelker
Signed before me on June 28th, 2010.*



Ashley Pinkerton
Notary

*RV Hoelker
1538 Pecan PL
Bartlesville, OK 74003*