

D E C L A R A T I O N

CREATING AND ESTABLISHING
UNIT OWNERSHIP ESTATE
AS PROVIDED IN
UNIT OWNERSHIP ESTATES ACT

STATE OF OKLAHOMA }
Washington County } SS
This instrument was filed for record
APR 1 1977
at 10:45 o'clock a.m.
BEN J. ELLSWORTH, County Clerk
By: *[Signature]* Deputy

1. SUBMISSION OF PROPERTY.

The purpose of this Declaration is to submit the land herein described and the improvements to be constructed thereon to the Unit Ownership Estate form of ownership and the use in the manner provided by the "Unit Ownership Estate Act." The name by which this project is to be identified is HILLCREST GARDENS CONDOMINIUM, hereinafter called "The Condominium", and its address is 1901-1911 Hillcrest Drive, Bartlesville, Oklahoma. The lands owned by the Developer which are hereby submitted to the Unit Ownership Estate form of ownership are the following:

The east 150 feet of the south 230 feet of the south half of the west half of the northwest quarter of the southeast quarter of the southeast quarter (S/2 W/2 NW/4 SE/4 SE/4), Section Thirteen (13), Township Twenty-six (26) North, Range Twelve (12) East, Washington County, Oklahoma,

which lands are herein called "The Land".

The terms used herein and in this Declaration and in the By-Laws and Articles of Incorporation of Hillcrest Gardens Corporation, shall have the meaning stated in the Unit Ownership Estate Act of the State of Oklahoma unless a different definition is contained herein.

2. DEVELOPMENT PLANS.

The Condominium is being developed according to the following plan:

- a. A survey of the land to be developed is the legal description of each unit in the Condominium as shown on the attached Exhibit A; (Plat # 399)
- b. The improvements and the common elements will be constructed by the Developer substantially in accordance with the plans which are attached hereto as Exhibit B; (Plat # 399)
- c. The condominium shall include six (6) units.
- d. This Declaration may be amended by filing such additional plans as required to describe adequately the completion of improvements. Such completion may be shown by a certificate of architect, engineer, or surveyor certifying the improvements have been constructed substantially as herein represented or designating any changes made. Such plans or certificate, when signed and acknowledged by the Developer, shall in themselves constitute an amendment to this Declaration, notwithstanding the procedure for amendment described elsewhere in this Declaration.
- e. Upon completion and the sale of four (4) or more of the units, this Declaration can be amended only by the filing of an amended declaration executed by not less

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than seventy-five percent (75%) of the owners of the units comprising the condominium.

- f. Easements are reserved through the condominium property as may be required for repair to the condominium, utility service, including telephone service and cable TV service, connection of each unit for fire and burglar alarm systems, and other systems of communication.

3. FORM OF ADMINISTRATION.

The form of administration for the operation of Hillcrest Gardens Condominium shall be a nonprofit corporation formed pursuant to the provisions of 60 Okla. Stat. SS501-530. The name of the corporation shall be Hillcrest Gardens Corporation, hereinafter referred to as the "Managing Corporation".

The members of the corporation shall consist of all the owners of a unit in the condominium. Each member of the corporation shall receive a share of no par, nonprofit stock evidencing voting rights and membership in the Managing Corporation only. That share of corporate stock cannot be assigned, hypothecated, or transferred in any manner except as appurtenant to the Unit Ownership Estate. There shall be six (6) certificates of stock, one (1) certificate for each unit in the project, and each unit owner shall be entitled to one vote for each unit in the condominium owned by him or her.

a. Powers and Duties of the Managing Corporation:

1. To make and collect assessments against members to defray the cost, expenses and losses of the condominium;
2. To use the proceeds of assessments in the exercise of its powers and duties;
3. To maintain, repair, replace, and operate the common elements of the condominium property;
4. To reconstruct common elements after casualty and to further improve the property;
5. To purchase insurance upon the condominium property and insurance for the protection of the Corporation and its members;
6. To make and amend reasonable regulations respecting the use of all the property in the condominium; provided, however, that all such regulations and amendments thereto shall be approved by not less than 75 percent of the vote of the entire membership of the corporation before such shall become effective.
7. To approve or disapprove of any and all transfers of the "Unit Ownership Estate" as may be provided by the Declaration and By-Laws;

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8. To enforce by legal means provisions of the Unit Ownership Estate Act, the Declaration, the Articles, the By-Laws of this Corporation, the By-Laws of the condominium, and all the regulations for the use of the condominium property;
 9. To contract for the operation and/or management of the condominium and to delegate to such contractor all powers and duties of the Corporation except such as are specifically required by the Declaration to have the approval of the Board of Directors or the membership of the Corporation;
 10. To employ personnel and outside contractors to perform the services required for proper operation of the condominium;
 11. To act as leasing agent for any property in the condominium project;
 12. To purchase property in the condominium;
- b. All funds and titles of all Unit Ownership Estates acquired by the Corporation and the proceeds thereof shall be held in trust for the members in accordance with the provisions of the Declaration, the Articles of Incorporation and the By-Laws.
 - c. The powers of the Corporation shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the By-Laws.
 - d. The affairs of the Corporation will be managed by a Board of Directors consisting of the number of directors as shall be determined by the By-Laws, but not less than three directors, and in the absence of such determination shall consist of three directors.
 - e. Directors of the Corporation shall be elected at the annual meeting of the members in a manner set forth in the By-Laws.
 - f. Directors may be removed and vacancies on the Board of Directors shall be filled in a manner provided by the By-Laws.

4. UNIT DEVELOPMENT.

Each unit shall be owned subject to the provisions of this Declaration and subject to the provisions of the By-Laws of the Managing Corporation. Each original deed to each unit shall have attached to it at the time of filing an authenticated copy of the By-Laws of the Managing Corporation which are the By-Laws of the condominium.

- a. No unit owner shall plant or remove any tree, plant, shrub, bush, or perform or cause to be performed any other landscaping work without obtaining the prior written approval of the building committee.

- b. No interior fence or wall shall be erected, placed, or maintained on any unit, except approved privacy fences around patios or porches which are an integral part of the building plan. Integral fences shall be permitted, however, no fencing shall be permitted nearer to the front property line than the front of the dwelling.
- c. No use or practice shall be permitted on the condominium property which is a source of annoyance to the residents, or which interferes with the peaceful 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. No unit owner shall permit any use of his unit or of the common elements which will increase the rate of insurance upon the condominium property. No immoral, improper, offensive or unlawful use shall be made of the condominium property or any part thereof. All valid laws, zoning ordinances and regulations of all governing bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification, or repairs of the condominium property shall be the same as the responsibility of the maintenance and repair of the property concerned.
- d. Each unit shall have assigned to it one (1) parking space in the common area. No bus, boat, cart, trailer, house trailer, camper, motor home, or truck shall be kept, stored, parked, or maintained in this space. The parking space shall be used only for the parking of an automobile.
- e. 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 building committee.
- f. No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any unit, except dogs, cats and other household pets.
- g. No business use shall be permitted by any unit owner or his assigns or lessee in the Condominium, provided this shall not prohibit a unit owner from leasing his unit for residential purposes only.

5. APPROVAL OF TRANSFERS.

No unit owner may dispose of his unit ownership estate or any interest therein by sale except to another unit owner in the Condominium without approval of the Managing Corporation; provided, a person by bona fide gift or devise, may dispose of his unit ownership estate. If any person shall acquire a unit by devise or gift, said person shall take subject to the Rules and Regulations, By-Laws and Declaration of the Condominium property including, but not limited to, any and all special assessments then owing against the property.

- a. A unit owner intending to make a bona fide sale of his unit ownership estate, or any interest therein, shall give to the Managing Corporation notice of his intention, together with the name and address of the intended purchaser, and such other information concerning the intended purchaser as the association may reasonably require. In the case of a prospective sale, such notice, at the unit owner's option, may include a demand by the unit owner that the Managing Corporation furnish a purchaser if the proposed purchaser is not approved; and, if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract of sale. All sales contracts shall be on forms furnished by the Managing Corporation to the unit owner, without charge, stating that the sale is subject to the approval of the Managing Corporation, the exact form of contract to be attached to and made a part of the By-Laws.
- b. Within thirty (30) days after receipt of the notice described in subparagraph (a) of this paragraph, the Managing Corporation must either approve or disapprove the proposed transaction or discontinuance of ownership, as the case may be. If approved, the approval shall be stated in a certificate executed by the president and attested by the secretary in recordable form and shall be delivered to the purchaser, or new owner, and shall be recorded in the public records of the county.
- c. Nothing contained herein shall be construed as prohibiting unit owner from mortgaging or encumbering his interest in the unit ownership estate.

6. DISAPPROVAL OF TRANSFERS.

a. If the Managing Corporation disapproves a proposed sale, and if the notice of sale given by the unit owner shall so demand, then within thirty (30) days after the receipt of such notice and information, the Managing Corporation shall deliver or mail by registered mail to the unit owner an offer to purchase by a purchaser approved by the Managing Corporation who will purchase and to whom the unit owner must sell his unit ownership estate. At the option of such purchaser, the price he will pay shall be the price stated in the disapproved contract to sell, or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbiters shall be two appraisers appointed by the American Arbitration Association, who shall base their determination upon an average of their appraisals of the unit ownership estate; and a judgment of specific performance of the sale upon the award rendered by the arbiters may be rendered in any court of competent jurisdiction. The expense of the arbitration shall be paid for by the purchaser. The purchase price shall be paid in cash and the sale shall be closed within thirty (30) days after the delivery or mailing of such offer to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later.

b. If the Managing Corporation shall fail to provide a purchaser as required in subparagraph (a) of this paragraph, or fail to purchase a unit, then notwithstanding the disapproval, the sale or ownership, as the case may be, shall be deemed to have been approved, and the association shall furnish a certificate of approval as provided in paragraph 5 (c).

7. COMPLIANCE AND DEFAULT.

a. Each unit owner, his heirs, devisees, legatees and assigns shall be governed by and comply with the terms of this Declaration, by the Articles of Incorporation of the Managing Corporation, By-Laws, and regulations adopted pursuant thereto, and by such documents and regulations as may be amended from time to time. A default shall entitle the Managing Corporation or other unit owners to bring an action to enforce the provisions of this Declaration or the By-Laws and to the relief described in subparagraph (b) of this paragraph and to the remedies provided by the Unit Ownership Estates Act.

b. A unit owner shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by his act, neglect, or carelessness, or that of any member of his family or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Managing Corporation. In any proceeding arising because of an alleged default of a unit owner, the prevailing parties shall be entitled to recover the cost of the proceedings and such reasonable attorney's fees as may be awarded by the courts.

c. The failure of the Managing Corporation or any unit owner to enforce any covenant, restriction, or other provision of the Unit Ownership Estates Act, this Declaration, By-Laws of the Managing Corporation, or the regulations adopted pursuant thereto shall not constitute a waiver of the right to do so thereafter.

8. DESCRIPTION OF BUILDING.

a. There shall be a total of six (6) units within the Condominium.

b. The unit designation for each unit shall be by reference to the survey shown on Exhibits A & B. Each of the six (6) units shall be located and contain the area and have access to the common areas as shown on the plat of The Condominium, a copy of which is attached as Exhibits A & B.

c. Each unit owner shall own an undivided one-sixth (1/6) interest in and to all the common elements as shown on the plat of Hillcrest Gardens Condominium, attached as Exhibit A. This being the approximate relation that the Fair Market Value of the unit at the time of the filing of this Declaration bears to the present aggregate Fair Value of all units having an interest in the common elements. The undivided interest in the common elements shall not be separated from the unit, to which it appertains and shall be deemed conveyed or encumbered with the unit, even though such interest is not expressly mentioned or described in the conveyance or other instrument.

9. SHARE OF COMMON ELEMENTS AND EXPENSES AND LIMITED COMMON ELEMENTS.

a. Each unit owner shall own a one-sixth (1/6) interest, in the common elements and improvements and any surplus possessed by the Corporation, and be liable for one-sixth (1/6) of all the common expenses.

b. Each unit owner shall have the right to use and the duty to maintain those limited common elements shown on the recorded plat of The Condominium.

10. MAINTENANCE AND ALTERATIONS.

a. The managing Corporation shall maintain all common areas and elements and the expense for this maintenance shall be common expenses.

b. The Managing Corporation shall maintain, repair, and replace all the conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are not located within the interior walls of a unit.

c. After the completion of the improvements included in the common elements which are contemplated by this Declaration, there shall be no alteration or further improvements of the real property constituting the common elements without prior approval in writing by the owners of not less than seventy-five percent (75%) of the common elements except as provided by the By-Laws, but any such alteration or improvement shall not interfere with the rights of any unit owner.

d. The costs of any improvements or alteration of the common elements shall be assessed to the unit owners, each unit owner to pay one-sixth (1/6) of the total cost of those alterations or improvements.

11. OWNERS DUTY TO MAINTAIN.

Except for maintenance requirements herein imposed upon the Corporation, if any, the owner of any condominium unit shall, at his own expense, maintain the interior of his condominium unit and any and all equipment, appliances or fixtures therein situate, and its other appurtenances (including, without limitation, any balcony, terrace or patio appurtenant to such condominium unit and designated on the Record Plat as a limited common element reserved for exclusive use by the owner of a particular condominium unit), in good order, condition and repair, free and clear of ice and snow, and in a clean and sanitary condition, and shall do all redecorating, painting and the like which may at any time be necessary to maintain the good appearance of his condominium unit and such appurtenances. In addition to the foregoing, the owner of any condominium unit shall, at his own expense, maintain, repair or replace any plumbing fixtures, water heaters, heating and air condition equipment (except airconditioning compressors located outside the unit, which shall be maintained as common expense), lighting fixtures, refrigerators, freezers, dishwashers, clothes washers, clothes dryers, disposals, ranges and/or other equipment that may be in or appurtenant to such condominium unit. The owner of any condominium unit shall also, at his own expense, maintain any other limited common elements which may be appurtenant to such condominium unit and reserved for his exclusive use in a clean, orderly and sanitary condition.

12. ASSESSMENTS.

a. All assessments against the unit owners for common expenses shall be assessed, as provided in the By-Laws, to the unit owners, each unit owner to pay one-sixth (1/6) of the total assessment.

b. Assessments or installments thereon paid on or before ten (10) days after the date when due as stated in the assessment shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of ten percent (10%) per annum from the date when due until paid.

c. All payments on account shall be first applied to interest and then to the assessment payment first due.

d. The lien for unpaid assessments provided by the Unit Ownership Estate Act shall also secure reasonable attorney's fees incurred by the association incident to the collection of such assessments or enforcement of such lien. If any authorized assessment be unpaid for sixty (60) calendar days after the due date of the assessment, it shall be the mandatory duty of the corporate secretary to prepare a proper certificate, recordable in form, under the seal of the Corporation, certifying the amount of the accrued and

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unpaid assessments, and file the same in the office of the County Clerk of Washington County, Oklahoma. The filed certificate shall constitute legal notice of the assessment lien. The assessment lien may be foreclosed by suit instituted by Hillcrest Gardens Corporation, the Managing Corporation, in like manner as an action for foreclosure upon a mortgage upon real property. Upon payment of the delinquent assessment, together with interest and attorney's fees, the corporate secretary shall file a release of the lien.

13. DEVELOPER EXEMPTION.

a. Until the Unit Developer has sold all the units, neither the unit owners nor the Managing Corporation, nor the use of the condominium property shall interfere with the completion of the contemplated improvements and sale of units. The Developer may make such use of the unsold units and common areas as may facilitate such completion and sale including, but not limited to, the maintenance of a sales office, the showing of the property and the display of signs.

14. TERMINATIONS.

a. The condominium may be terminated in the manner provided in the Unit Ownership Estate Act.

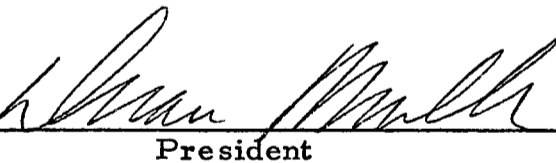
15. SERVICE OF PROCESS.

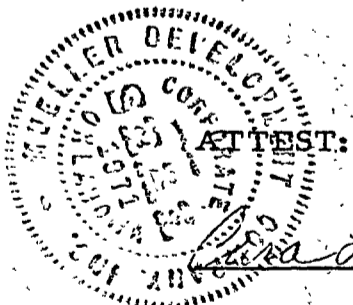
a. Duane K. Mueller, 2230 S. E. Washington Boulevard, Bartlesville, Oklahoma 74003, shall receive all service of process.

16. SEVERABILITY.

a. The invalidity, in whole or in part, of any covenant or restriction or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration and the Articles of Incorporation, By-Laws, and regulations of the Managing Corporation, Hillcrest Gardens Corporation, shall not affect the validity of the remaining portions thereof.

MUELLER DEVELOPMENT COMPANY, INC.
DEVELOPER OF
HILLCREST GARDENS CONDOMINIUM

By 
President




Secretary

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STATE OF OKLAHOMA)
) SS
WASHINGTON COUNTY)

Before me, the undersigned, a Notary Public, in and for said County and State, on this *1st* day of *April*, 1977, personally appeared Duane K. Mueller, 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.

Margaret L. Collins

Notary Public



My commission expires:
April 1, 1978

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BY-LAWS

STATE OF OKLAHOMA }
Washington County } SS
This instrument was filed for record

HILLCREST GARDENS CORPORATION

APR 1 1977

ARTICLE I

10:45 a.m.
BEN J. ELLSWORTH, County Clerk
By *Mjestee* Deputy

IDENTITY

These are the By-Laws of Hillcrest Gardens Corporation, herein called "Managing Corporation", a non-profit corporation organized pursuant to Oklahoma Non-Profit Corporation Act, 18 Okla. Stat. Sections 851-862. The Articles of Incorporation of Hillcrest Gardens Corporation were filed in the office of the Secretary of State, State of Oklahoma, on the 7th day of March, 1977. The Managing Corporation has been organized for the purpose of administering a condominium housing project created pursuant to the Oklahoma Unit Ownership Estate Act. The condominium is located upon the following described land:

Hillcrest Gardens Condominium - The east 150 feet of the south 230 feet of the south half of the west half of the northwest quarter of the southeast quarter of the southeast quarter (S/2 W/2 NW/4 SE/4 SE/4), Section Thirteen (13), Township Twenty-six (26) North, Range Twelve (12) East, Washington County, Oklahoma;

The office of the Managing Corporation shall be at 1901 - 1911 Hillcrest Drive, Bartlesville, Oklahoma.

The seal of the Corporation shall bear the name of the Corporation, the word "Oklahoma", the words "non-profit corporation," and the words "corporate seal."

ARTICLE II

MEMBERS MEETINGS

1. The annual members' meeting shall be held at the office of the Corporation at Bartlesville, Oklahoma, on the first Tuesday in March of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members.

2. Special members' meeting shall be held whenever called by the president or vice president or by a majority of the Board of Directors, and must be called by the president or vice president upon receipt of a written request from members entitled to cast two-thirds (2/3) of the votes of the entire membership.

3. Notice of all members' meeting, stating the time and place and the objects for which the meeting is called, shall be given by the president or vice president or secretary, unless waived in writing. Such notice shall be in writing, to each member at his address as it appears on the books of the corporation and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

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4. A quorum at members' meeting shall consist of persons entitled to cast a majority of the votes of the entire membership. If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting for at least ten (10) days, and notice of the new date shall be given as described in paragraph 3 of this section.

5. In any meeting of members of the Managing Corporation, the owners of a Unit Ownership Estate shall be entitled to cast one (1) vote for each Unit Ownership Estate owned by them. If a Unit Ownership Estate is owned by one person, his right to vote shall be established by the record title to his Unit Ownership Estate. If a Unit Ownership Estate is owned by more than one person, the person entitled to cast the vote for the Unit Ownership Estate shall be designated by a certificate signed by all of the record owners of the Unit Ownership Estate and filed with the secretary of the Managing Corporation. If a Unit Ownership Estate is owned by a corporation, the person entitled to cast the vote for the Unit Ownership Estate shall be designated by a certificate of appointment signed by the president or vice president and attested by the secretary or assistant secretary of the corporation and filed with the secretary of the Managing Corporation. Such certificates shall be valid until revoked, or until superseded by a subsequent certificate or until a change in the ownership of the Unit Ownership Estate concerned. A certificate designating the person entitled to cast the vote of a Unit Ownership Estate may be revoked by any owner thereof.

6. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated and must be filed with the secretary before the appointed time of the meeting.

7. The order of business at annual members' meeting, and as far as practical at all other members' meetings shall be:

- a. election of chairman of the meeting;
- b. calling of roll and certifying of proxies;
- c. proof of notice of meeting or waiver of notice;
- d. reading and disposal of any unapproved minutes;
- e. reports of officers;
- f. reports of committees;
- g. election of inspectors of election;
- h. election of directors (if necessary);
- i. unfinished business;
- j. new business; and
- k. adjournment.

8. Until the Developer of the condominium has sold four (4) units, or until the Developer elects to terminate his control of the condominium, whichever shall first occur, there shall be no meeting of members of the Managing Corporation unless called by the Board of Directors of the Managing Corporation.

ARTICLE III

DIRECTORS

1. The affairs of the Managing Corporation shall be managed by a board of three (3) directors, who shall be unit owners. Directors' fees, if any, shall be determined by the members of the Managing Corporation.

2. Election of the first Board of Directors shall be conducted at the first annual members' meeting. The first Board of Directors shall consist of the election of three (3) members to serve as the Board of Directors, one Director to serve for a one (1) year term, one Director to serve for a two (2) year term, and one Director to serve for a three (3) year term. Thereafter the election of Directors shall be conducted at the annual members' meeting and one director elected to fill the Directorship that expires that particular year, and to fill any vacancies that have occurred during the previous year. The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

3. Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

4. Any director may be removed by concurrence of seventy-five per cent (75%) of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Managing Corporation at the same meeting.

5. Until the Developer has completed all of the improvements on the common element and sold all of the units, or until successors are duly elected, or until the Developer elects to terminate his control of the condominium, whichever shall first occur, the first directors of the Managing Corporation shall serve, and in the event of vacancies the remaining directors shall fill the vacancies. If there are no remaining directors, the vacancies shall be filled by the Developer.

6. The term of each director's service shall extend until his term has expired or until he is removed in the manner elsewhere provided.

ARTICLE IV

DIRECTOR' MEETINGS

1. The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of its election, at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary, provided a quorum shall be present.

2. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meeting shall be given to each director, personally or by mail, telephone, or telegraph at least three (3) days prior to the date set for such meeting.

3. Special meetings of the directors may be called by the president and must be called by the secretary at the written request of two-thirds (2/3) of the directors. Notice of the meeting shall be given personally or by mail, telephone, or telegraph at least three (3) days prior to the date set for such meeting, which notice shall state the time, place and purpose of the meeting.

4. Any director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

5. A quorum at directors' meeting shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except where approval by a greater number of directors is required by the Declaration of Condominium, herein called the "Declaration", "Articles of Incorporation", or these By-Laws. If at any meeting of the Board of Directors less than a quorum is present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

6. The presiding officer of directors' meeting shall be the Chairman of the Board, if such an officer has been elected, or, if not, the president shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

7. The order of business at directors' meeting shall be:

- a. calling of roll;
- b. proof of due notice of meeting;
- c. reading and disposal of any unapproved minutes;
- d. reports of officers and committees;
- e. election of officers;
- f. unfinished business;
- g. new business; and
- h. adjournment.

ARTICLE V

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. All powers and duties of the Managing Corporation existing under the "Unit Ownership Estate Act," the Declaration, the Articles of Incorporation, and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by unit owners when such is specifically required. Compensation of employees of the Managing Corporation shall be fixed by the directors. A director may be an employee of the Managing Corporation, and a contract for management of the condominium may be entered into with a director.

ARTICLE VI

OFFICERS

1. The executive officers of the Managing Corporation shall be a president, who shall be a director, a vice president, who shall be a director; a treasurer; a secretary; and an assistant secretary; all of whom shall be elected annually by the Board of Directors and who may be removed by vote of the directors at any meeting. Any person may hold two or more offices except that the president shall not also be the secretary or an assistant

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secretary. The Board of Directors may from time to time elect other officers to exercise such powers and duties as the Board shall find to be required to manage the affairs of the Managing Corporation. Compensation of officers shall be fixed by the Board of Directors.

2. The president shall be the chief executive officer of the Managing Corporation. He shall have all of the powers and duties which are usually vested in the office of president of a corporation, including but not limited to the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Managing Corporation.

3. The vice president shall in the absence or disability of the president exercise the powers and perform the duties of the president. He shall also generally assist the president and exercise such other powers and perform such other duties as shall be prescribed by the directors.

4. The secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Managing Corporation and affix the seal to instruments requiring a seal when duly signed. He shall keep the minute book and records of the Managing Corporation, except those of the treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the president. The assistant secretary shall perform the duties of the secretary when the secretary is absent.

5. The treasurer shall have custody of all property of the Managing Corporation, including funds, securities, and evidences of indebtedness. He shall keep the books of the Managing Corporation in accordance with good accounting practices and shall perform all other duties incident to the office of treasurer.

ARTICLE VII

ACCOUNTING

1. The funds and expenditures of the Managing Corporation shall be under the supervision of the Board of Directors who shall set up a recognized accounting procedure. The books and accounts shall be open for inspection by any stockholder at all reasonable times.

ARTICLE VIII

BUDGET

1. The Board of Directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray common expenses and to provide additional funds for such purchases as they deem necessary.

2. The amount for each budgeted item may be increased only when approved by unit owners entitled to cast not less than seventy-five per cent (75%) of the votes of the entire membership of the Managing Corporation. Until the Developer has completed and sold all of the units of the Condominium or until the Developer elects to terminate its control of the Condominium,

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whichever shall first occur, the Board of Directors may omit from the budget all allowances for contingencies and reserves. Copies of the budget and proposed assessments shall be transmitted to each member on or before December 1, preceding the year for which the budget is made. If the budget is subsequently amended, a copy of the amended budget shall be furnished to each member.

ARTICLE IX

ASSESSMENTS

1. Upon substantial completion of improvements of grade and elevation and improvement of all common elements as determined by Developer, Managing Corporation shall make an assessment against each unit owner in the amount of Ten Dollars (\$10.00) per each unit for the purpose of providing the operating capital for the Managing Corporation and that assessment shall be due and payable within ten (10) days of the date of assessment. Managing Corporation shall make additional assessments at the rate of Ten Dollars (\$10.00) per month per unit against each unit owner for common expenses for the period beginning with the date of substantial completion of that portion of the development of the Condominium, the cost of which is to be borne by the Developer, and that monthly assessment shall continue until such time as the first annual budget of the Managing Corporation is prepared as provided above.

2. Each unit owner shall pay one-twelfth (1/12) of the total assessment provided in the budget on a semi-annual basis on the first day of January and first day of July each year, or monthly at the option of the unit owner, and shall pay all assessments not contained within the budget within ten (10) days of that assessment.

3. Assessments against the unit owners for their shares of the items of the budget shall be made on or before December 20 preceding the year for which the assessments are made. Such assessments shall be due in two equal payments on the first day of January and July of the year for which the assessments are made. Provided, however, that any unit owner at his election may pay his assessment in twelve equal monthly installments. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefor may be amended at any time by the Board of Directors if the items of the amended budget do not exceed the limitations thereon for that year. Any item which does exceed such limitation shall be subject to the approval of the membership of the Managing Corporation as provided in Article VIII of these By-Laws. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due upon the date of assessment.

4. If a unit owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice thereof to the unit owner, and thereupon the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery thereof to the unit owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

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5. Assessments for common expenses of emergencies which cannot be paid from the annual assessments for common expenses shall be made only after notice of the need therefor to the unit owners. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the unit owners concerned, the assessment shall become effective, and it shall be due after thirty (30) days' notice thereof in such manner as the Board of Directors may require.

6. The depository of the Managing Corporation shall be a bank in Bartlesville, Oklahoma. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the directors.

7. An audit of the accounts of the Managing Corporation shall be made annually by anyone selected by the Board of Directors, and a copy of the audit report shall be furnished to each member not later than April 1 of the year following the year for which the report is made.

8. Fidelity bonds may be required by the Board of Directors from all persons handling or responsible for Managing Corporation funds. The amount of such bonds shall be determined by the directors. The premiums on such bonds shall be paid by the Managing Corporation and shall be a common expense.

ARTICLE X

INSURANCE

1. Except for builder's risk insurance and other insurance which may be furnished by the Declarant during construction, the Board of Directors shall obtain and maintain to the extent available insurance on the common elements, machinery, equipment and all other personal property as may be held and administered by the Managing Corporation. The insurance shall be purchased from recognized insurance companies duly licensed to do business in the State of Oklahoma.

2. With reference to Paragraph 1 above, the property shall be covered by casualty or physical damage insurance in an amount equal to the full replacement value of the common elements as determined annually by the Board of Directors. Such coverage shall afford protection against the following:

- a. Loss or damage by fire or other hazards covered by the standard extended coverage endorsement together with coverage for payment of common expenses with respect to damaged units during the period of reconstruction and public liability insurance in such amounts and in such forms as shall be required by the Board of Directors.
- b. Workmen's compensation to meet the requirements of law.
- c. Such other insurance as the Board of Directors shall determine from time to time to be desirable.

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

- a. Insurance as normally afforded under home ownership type policy for an amount equal to full replacement

value of his unit plus public liability insurance in such amount as each unit owner deems necessary, but in any event for not less than \$50,000.00.

- b. A certificate evidencing such coverage shall be furnished by the unit owner to the Board of Directors concurrently with the delivery of a deed and the owner shall furnish certificates evidencing renewal or substituted coverage on or before the expiration or cancellation of any such policies of insurance.
- c. If it is determined by the Board of Directors that a unit owner is inadequately insured, he shall be so notified in writing and shall increase his insurance without any undue delay, taking into consideration the protection afforded to himself and adjoining unit owners.

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

ARTICLE XI

AMENDMENTS

- 1. These By-Laws may be amended in the following manner:
 - a. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered;
 - b. A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the members of the Managing Corporation. Directors and members not present in person or by proxy at the meetings considering the amendment may express their approval in writing, provided such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by at least seventy-five per cent (75%) of the votes of the entire membership of the Managing Corporation. Until the first election of directors, all directors must approve any amendments;
 - c. No amendment shall change any unit or the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, nor change the voting rights of members, unless the record owner of the unit concerned and all record owners of liens thereon shall join in the execution of the amendment;
 - d. A copy of each amendment shall be certified by the president and secretary of the Managing Corporation as having been duly adopted and shall be effective when recorded in the office of the County Clerk of Washington County, State of Oklahoma.

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