

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF UNIT OWNERSHIP ESTATES FOR
CENTRE PLACE NINE CONDOMINIUMS

Washington County, State of Oklahoma

100635

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

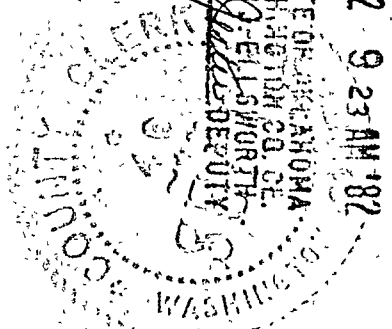


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OF CENTRE PLACE NINE CONDOMINIUMS

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DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF UNIT OWNERSHIP ESTATES FOR
CENTRE PLACE NINE CONDOMINIUMS

THE STATE OF OKLAHOMA)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WASHINGTON)

WHEREAS, Centre Place Nine, Ltd. is the owner of the following described real property, to-wit.

Lots 1 and 2, Block 79, Original town of Bartlesville, and Lots 16, 17, 18 and 19, Block 9, Johnstone Heights Addition, City of Bartlesville, Washington County, Oklahoma.

AND, WHEREAS, the land is located within the City limits of the City of Bartlesville.

AND, WHEREAS, the land is being developed for the construction of nine (9) dwelling units of two story brick veneer frame construction with 1 story brick veneer garage.

WHEREAS, Declarant desires to establish Unit Ownership Estates under the Unit Ownership Estate Act of the State of Oklahoma, Oklahoma Statutes Annotated, Title 60, Chapter 11, Sections 501 through 530, inclusive, herein called the "Act", the provisions of which, together with the By-Laws and Articles of Incorporation of Centre Place Nine, Inc., shall govern the Unit Owners and Declarant; and

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, Centre Place Nine, Ltd. does hereby impose the following restrictions on all said land embraced in Centre Place Nine 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 Centre Place Nine shall take, hold and convey same subject to the following restrictions, subject to the right to alter or amend as provided in this declaration and By-Laws.

DESCRIPTION OF UNITS

Units shall mean and comprise the 9 separate and numbered 2 story dwelling units consisting of 6 rooms for living, 2½ baths, 2 car garage, and fenced patio area with easements thru the patio area and dwelling units for utility services and drainage. Each unit excludes all COMMON ELEMENTS.

GENERAL COMMON ELEMENTS

General Common Elements shall mean and comprise all the real property, improvements and facilities to the Centre Place Nine Condominium, including all parts of the building other than Units as same are hereon defined, and shall include easements for conduits, pipes, ducts, plumbing, wiring, and other facilities for the furnishing of utility services to units, and easements of support in every portion of a unit which contributes to the support of improvements, and shall further include all personal property held and maintained for the joint use and enjoyment of all the owners of all such units, and shall exclude all the units.

LIMITED COMMON ELEMENTS

Limited Common Elements (L.C.E.) shall mean and comprise that portion of the Common Elements consisting of 9 separate parking areas directly behind the garage of each numbered Unit and extending to the alley as specifically identified on the Plan, as to each of which said parking area a right to exclusive use for vehicular parking purposes is reserved as an appurtenance to the particular unit designated on the Plat with said parking area further identified by the prefix L.C.E. before each numerical designation.

DESIGNATION OF CONDOMINIUM UNITS

There will be nine (9) Unit Ownership Estates, together with an undivided percentage ownership in the Common Elements. Each unit is designated below by number and dimension.

Unit Designation	Approximate Ground Square Feet Area	Number of Rooms/Baths
1	1649.97	6 2½
2	1649.97	6 2½
3	1649.97	6 2½
4	1649.97	6 2½
5	1649.97	6 2½
6	1649.97	6 2½
7	1649.97	6 2½
8	1649.97	6 2½
9	1649.97	6 2½

RECORDATION OF CONDOMINIUM PLAN

The Condominium Plan attached hereto as Exhibit "A" shall be filed for record simultaneously with the recording of this Declaration as a part hereof, and prior to the first conveyance of any Condominium Unit. Such plan consists of and sets forth:

- a. The legal description of the surface of the land;
- b. The linear measurements and location, with reference to the exterior boundaries of the land, of the Building and all other improvements constructed, or to be constructed, on said land by Declarant;
- c. The dimensions, area and location of each unit and the dimensions, area and location of the Common Elements affording access to each Unit.
- d. The location of easements for utilities serving the Property.

The Declarant shall not be responsible or liable in law or in equity to any purchaser or encumbrancer of any Condominium Unit covered hereby for failure to submit, construct or complete any future phase or for failure to complete said development for any reasons whatsoever.

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DEFINITIONS AND TERMS

1.1 DEFINITIONS OF TERMS: As used in this Declaration and pursuant to the Act, the following terms shall have the following meaning unless the context shall expressly provide otherwise:

a. "Board of Directors" or "Board" means the Board of Directors of the Association.

b. "Association" shall mean and refer to Centre Place Nine, Inc., its successors and assigns.

c. "Declaration" means the instrument, duly recorded by which the property is submitted to the provisions of this act and such declaration as may be amended from time to time; it shall mean and refer to the Declaration applicable to these Properties recorded in the Office of the County Clerk of Washington County, Oklahoma.

d. "Declarant" shall mean and refer to Centre Place Nine, Ltd., its successors and assigns.

e. "Unit" means an enclosed space consisting of one or more rooms occupying all or part of a floor or floors in a building of one or more floors or stories provided it has a direct exit to a thoroughfare or to a given common space leading to a thoroughfare. This act, and any deed, declaration or plan for a condominium project shall be liberally construed to facilitate the establishment and operation of the project and the provisions of any of the same shall be presumed to be independent and severable;

f. "Unit designation" means the number designating the unit in the declaration;

g. "Building" means one or more buildings or structures comprising a part of the property;

h. "Unit owner" means a person owning a unit within the building; means and refers to the record owner, whether one or more persons or entities, of the fee simple title to any property 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; shall be the purchaser of any unit in Centre Place Nine.

i. "Person" means an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof;

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

k. "Unit Ownership Estate" means the ownership of single units in a multi-unit building together with an undivided interest in the common elements;

l. "Common Elements" means and includes the general common elements and limited common elements; shall consist of all other land situated outside the unit structure.

m. "Easement" means the areas as shown on the plan and designated as Easements.

n. "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 Owners Association, Centre Place Nine, Inc.

o. "Common Elements" 1) General Common Elements - These shall mean the general area located in front of the units, to the sides of Unit 1 and Unit 9, porches, easements for utilities to the units, easements of support in every portion of a unit, all personal property held for the joint use of all owners of the units, the brick retaining wall, sidewalks to the units, fences. These shall exclude all the units.

2) Limited Common Elements - (L.C.E.) shall mean and comprise the portion of the COMMON ELEMENTS consisting of 9 separate parking areas directly behind the garage of each numbered UNIT and extending to the alley to each of which said parking area a right to exclusive use for vehicular parking purposes is reserved as an appurtenance to the particular UNIT designated on Exhibit "A" with said parking area further identified by the prefix L.C.E. before each numerical designation.

p. "Condominium Unit" shall mean an estate in real property together with the interest in the Common Elements (General and Limited) appurtenant to such Unit. Condominium Unit shall be deemed synonymous with the term "Unit Ownership Estate" as defined in Section 503(g) of the Act.

q. "Common Expense" means and includes:

- (1) Expenses of administration, maintenance, repair or replacement of the common elements;
- (2) Expenses agreed upon as common by all the unit owners;
- (3) Expenses declared common by provisions of the act, or by the declaration or the By-Laws;
- (4) Expenses incident to limited common elements which shall be borne as provided by the declaration or the By-Laws;

r. "Common profits" means the balance of all income, rents profits and revenues from the common elements and facilities remaining after the deduction of the common expenses.

s. "Majority of Unit Owners" means the owners of more than fifty percent (50%) of the aggregate interest in the general common elements as established by the declaration. Any specified percentage of unit owners means such percentage in the aggregate of such undivided ownership.

t. "Recordation" means to file of record in the office of the county clerk in the county where the land is situated, in the manner provided by law for recordation of instruments affecting real estate.

u. "Property" means and includes the land, whether leasehold or in fee simple, the building, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto.

v. "The Act" means Unit Ownership Estate Act 60 OS §501-530.

w. "Centre Place Nine Ltd" means limited partnership which owns the land, the Declarant.

x. "Centre Place Nine, Inc." - name of the Association.

y. "Common Area" - equals Common Elements.

PRIVATE USE

Centre Place Nine, Ltd. in recording the Plan, Declaration and By-Laws has designated certain areas as Common Elements. These elements are intended for the private use by the Owners in Centre Place Nine and are not dedicated to the public for their uses.

OKLAHOMA UNIT OWNERSHIP ESTATE ACT

The provisions of this Declaration shall be in addition and supplement to the Unit Ownership Estate Act of the State of Oklahoma and to all other provisions of law.

OWNERSHIP

A Condominium Unit will be a fee simple estate and may be held and owned by any person, firm, corporation or other entity singularly, as joint tenants, as tenants-in-common, or in any real property tenancy relationship recognized under the laws of the State of Oklahoma.

EXCLUSIVENESS OF OWNERSHIP

Each owner shall be entitled to exclusive ownership and possession of his Unit. Each Owner may use the Common Elements in accordance with the purposes for which they are intended, without hindering the lawful rights of the other Owners.

INTEREST IN COMMON ELEMENTS

Each unit owner has an undivided interest in the common elements in the ratio of 11.11%. This ratio is the approximate relation that the fair value at the date of the declaration of the unit bears to the aggregate value of all the other units having an interest in the common elements. The ratio of each unit owner has a permanent character and cannot be altered without the unanimous consent of all unit owners having an interest, expressed in an amended declaration duly recorded.

PARTITION

The Common Elements (both General and Limited) shall be owned in common by all of the Owners of the Condominium Units and shall remain undivided, and no owner shall bring any action for partition or division of the Common Elements other than that as specifically provided for by the law of Oklahoma.

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INSEPARABLE UNITS

Each Unit and its corresponding pro-rata interest in and to the Common Elements appurtenant thereto shall be inseparable and shall at all times remain indivisible. The undivided interest in the common elements cannot be separated from the unit to which it appertains and if the unit is conveyed or encumbered, this undivided interest will also be deemed to have been conveyed or encumbered even though not expressly mentioned in the conveyance or instrument or encumbrance.

RESTRICTION OF OWNERSHIP

An Owner shall not be deemed to own the unfinished surfaces of the perimeter walls, floors, ceilings and roofs surrounding his Unit, nor shall such Owner be deemed to own the utilities running through this Unit which are utilized for the unit but each owner shall have an easement for such utilities. An Owner shall be deemed to own and shall maintain the interior, finished surfaces of the perimeter and interior walls, floors and ceilings, doors, windows and other such elements consisting of paint, wallpaper and other such finishing material.

ENCROACHMENTS

If any portion of the Common Elements encroaches upon a Unit or Units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If any portion or portions of a Unit or Units encroach upon the Common Elements, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist.

SUBJECT TO DECLARATION AND BY-LAWS

Each Owner shall comply strictly with the provisions of this Declaration, the By-Laws and the decisions, resolutions, rules and regulations of the Association adopted pursuant thereto, as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or for injunctive relief, or both, maintainable by the Association on behalf of the owners or, in proper case, by an aggrieved Owner.

MAINTENANCE AND REPAIR

The necessary work of maintenance and repair of the common elements and the making of any additions or improvements thereto may be done only as provided for in the By-Laws. No unit owner is allowed to do any work which would jeopardize the soundness of the property or impair any easement or hereditament, without first obtaining the unanimous consent of all owners affected.

MECHANIC'S AND MATERIALMAN'S LIENS

No labor performed or materials furnished and incorporated in a Unit, notwithstanding the consent or request of the Owner, his agent, contractor or subcontractor, shall be the basis for filing of a lien against the Common Elements owned by such other Owners. Labor performed on the common elements, if authorized by the Board of Directors or the Association shall constitute a lien against each unit ownership estate covered by the Declaration and By-Laws. When a lien against two or more unit owners is asserted, each unit owner may discharge his unit ownership estate from such lien by paying his proportional share attributable to his estate.

LIEN FOR ASSESSMENTS

a. All sums assessed but unpaid by a Unit Owner for its share of Common Expenses chargeable to its respective Condominium Unit shall constitute a lien on such Unit superior (prior) to all other liens and encumbrances, except only for:

- (1) Assessments, liens, charges for taxes past due and unpaid on the unit, and
- (2) All liens securing sums due or to become due under any mortgage, vendor's lien or deed of trust filed for record prior to the time such costs, charges, expenses and/or assessment became due, and
- (3) Judgments entered in a Court of record prior to the date of common expense assessment, and
- (4) Mechanic's and materialmen's liens arising from labor performed or materials furnished upon a Unit prior to the date of such assessment, and

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(5) Mechanic's and materialmen's liens for labor performed or material furnished upon the Common Elements to the extent of the proportionate part chargeable to the Unit Owners which constitute a part of an assessable charge for Common Expenses, satisfaction of which shall discharge the assessment to the extent of the payment made.

GRANTOR/GRANTEE LIABILITY

When a Unit which is encumbered by an assessment lien is conveyed, the grantor is primarily liable and such amount should be paid from the proceeds of the sale. However, if a unit is conveyed, the grantee and the grantor are jointly and severally liable for all unpaid assessments for the common expenses incurred up to the time of the conveyance. If the grantee sustains any loss through the payment of any such common expenses, he may recover from the grantor.

The grantee is entitled to a statement of the amount of the unpaid assessments. If this statement is requested and received, neither the grantee nor the unit conveyed will be subject to a lien for more than the amount in the statement.

ASSESSMENT LIEN FORECLOSURE

An Assessment lien may be foreclosed by suit instituted by the Association as in a foreclosure of a mortgage and subject to the dictates of the Unit Ownership Estate Act §524. Suit to recover money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien.

Upon sale or conveyance of a unit encumbered by a lien, such lien shall be paid first out of the sale proceeds or by grantee.

Where holder of 1st mortgage or other purchaser obtains title to a unit as the result of foreclosure of 1st mortgage, such acquirer shall not be liable for common expenses which were due prior to acquisition of title. Such expenses are to be deemed common expenses collectible from all the unit owners.

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SUBORDINATION OF THE LIEN TO MORTGAGES

The lien of the assessments provided for herein shall be subordinated to the lien of any prior recorded mortgage or mortgages granted or created by the Owner of any Condominium Unit to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such Unit. Sale or transfer of any Unit shall not affect the assessment lien; provided, however, that the sale or transfer of any Condominium Unit pursuant to a foreclosure, a deed in lieu of foreclosure, assignment in lieu of foreclosure under such purchase money or improvement mortgages shall extinguish the lien of such assessments as to payments thereof coming due prior to such sale or transfer, except for claims for its pro-rata share of such assessments resulting from a reallocation among all Units. No sale or transfer shall relieve such Condominium Unit, or the Owners thereof, from liability for any assessments thereafter becoming due or from the lien thereof.

NOTICE TO ASSOCIATION ON MORTGAGE

An Owner who mortgages his Unit shall notify the Association, giving the name and address of his Mortgagee. Each Mortgagee shall be permitted to notify the Association of the fact that such Mortgagee holds a deed of trust or mortgage on a Condominium Unit. The Board shall maintain such information in a book entitled "Mortgagees of Condominium Units".

ALTERATION

An Owner shall do no act nor any work that will impair the structural soundness and integrity of the building or impair any easement or hereditament without the unanimous consent of all unit owners. No Owner shall in any way alter, modify, add to or otherwise perform any work whatever upon any of the Common Elements, Limited or General, without the prior written consent and approval in writing by the Board. Any such alteration or modification shall be in harmony with the external design and location of the surrounding structures.

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MAINTENANCE ASSESSMENT

No unit owner may exempt himself from contributing toward such expense by waiver of the use of the common elements or by abandoning his unit.

1. Creation of Lien and Personal Obligation of Assessments. Each owner by the acceptance of a Deed therefore 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 \$500, 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. Assessments. All Owners shall be obligated to pay the monthly assessments imposed by the Association to meet the common expenses as defined in the Declaration. The assessments shall be made pro rata according to the proportionate share of the Unit Owner in and to the General Common Elements and shall be due monthly, in advance. A Member shall be deemed to be in good standing and entitled to vote at any annual or special meeting of Members, within the meaning of these By-Laws, only if he is current in the assessments made or levied against him and the Condominium Unit owned by him.

3. 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.

4. Maximum Annual Assessment. Until January 1, 1983, the maximum annual assessment shall be \$1,200/unit.

- (a) From and after January 1, 1983, assessments may not be increased each year more than ten per cent (10%) above the maximum assessment for the previous year without a vote of the membership.
- (b) On January 1, 1983, or when two thirds (2/3) of the townhouses 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.

5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized, the Association may levy at any time subsequent to January 1, 1983, or when two-thirds (2/3) of the townhouses 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.

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6. Notice and Quorum for Any Action Authorized Under Sections 4 and 5. Any action authorized under Section 4 or 5 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.

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

8. 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 eighteen per cent (18%) 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 \$500.00 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.

9. 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 townhouse shall not effect the assessment lien. However, the sale or transfer of any townhouse 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.

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

SCOPE OF ASSESSMENTS

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

1. Water
2. Trash removal
3. Sanitary and Storm Sewer
4. Maintenance of Landscape in Common Area
5. Maintenance of Common Area Improvements
6. Maintenance of Drives, Sidewalks and Utilities (Sewer and water lines).
7. Liability and Hazard Insurance on Common Area
8. Management Fee
9. Legal and Accounting Fees
10. Reserves for Repair and Replacement of Common Area Capital Items.
11. Exterior lighting
12. Exterior Building maintenance and exterior Fences
13. Common Taxes

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EXPENSES OF COMMON ELEMENTS - PRO RATA DISTRIBUTION

The Unit Owners will contribute pro rata in the percentage expressed in the Declaration toward the expenses of administration and of maintenance and repair of the general common elements, and, in proper cases, of the limited common elements, of the building.

No Unit Owner may exempt himself from contributing by waiver of use of the common elements or by abandonment of the Unit belonging to him.

COMMON PROFITS

Common profits of the property shall be distributed among the Unit Owners in the ratio expressed in the Declaration as provided in §505 of the Unit Ownership Estate Act.

DESCRIPTIONS

Every deed shall legally describe each Unit Ownership Estate and identify it by Unit number, as shown on the Plan followed by the words, Centre Place Nine, Inc. and by reference to this recorded Declaration and Plan. Every such description shall be deemed good and sufficient for all purposes to convey, an undivided interest in the Common Elements which appertain to the Unit.

DEEDS

Deeds conveying Unit Ownership Estates shall be recorded at the office of the County Clerk in Washington County and shall contain the description of the property of which the unit forms a part, the unit designation as contained in the Declaration and any other data necessary for its proper identification, and the undivided interest in the Common Elements which appertain to the unit.

PLAN ATTACHED TO DECLARATION

There shall be attached to the Declaration, at the time it is filed for record, a full and exact copy of the Condominium Plan, which copy of plan shall be entered of record along with the Declaration. Said plan shall show graphically all particulars of the building, including but not limited to, the dimensions, area and location of each unit therein and the

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dimensions, area and location of common elements affording access to each unit. Other common elements, both limited and general, shall be shown graphically insofar as possible and shall be described in detail in words and figures. Said plan shall be certified to by an engineer or architect, whichever is appropriate to the project, who is authorized and licensed to practice his profession in this State.

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 Centre Place Nine, Inc.

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

2. 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.

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

4. 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.

5. No bus, boat, cart, trailer, house trailer, motor home, camper or truck shall be kept, stored, parked or maintained outside the unit. 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.

6. 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 Owners Association.

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Provided, in the event a unit is for sale or lease, a sign no larger than two feet by three feet (2' x 3') may be placed on the property for this purpose.

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

SPECIFIC POWER TO RESTRICT USE AND ENJOYMENT

Every Owner and the Declarant shall have a beneficial interest of use and enjoyment in the Common Elements subject to the following limitations, restrictions and provisions:

a. The right of the Association to publish rules and regulations governing use of the Common Areas and the improvements and facilities located thereon, and to establish and enforce penalties for infractions thereof;

b. The right of the Association to charge reasonable fees for the use of facilities within the Common Area, if such facilities are not used by all members equally;

c. The right of the Association, subsequent to the Declarant Control Period, to borrow money and mortgage the Common Area and improvements for the purposes of improving the Common Area and facilities and in aid thereof to mortgage said property; providing, however, that the rights of any such Mortgagee in such property shall be subordinate to the rights of the Owners hereunder, and in no event shall any such Mortgagee have the right to terminate the Condominium Project established by this Declaration.

d. The right and duty of the Association to suspend the voting rights and the rights to the recreational facilities by an Owner for any period during which any assessment against the Owner's Condominium Unit remains unpaid;

e. The right of Declarant during the Construction Period, or the Association after the Construction Period, to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for the purposes, and subject to the conditions of such agency, authority or utility.

f. The right of the Association to adopt, implement and maintain a private security system for the Premises consistent with applicable law;

g. The right of the Association to establish rules and regulations governing traffic within the Common Area, and to establish sanctions for any violation or violations of such rules and regulations.

h. The right of the Association to regulate noise within the premises, including, without limitation, the right of the Association to require mufflers on engines and to prohibit the use of devices producing excessive noise;

i. The right of the Association to control the visual attractiveness of the Property, including, without limitation, the right to require Owners to eliminate objects which are visible from the Common Area and which, in the Association's judgment, detract from the visual attractiveness of the property.

REMOVAL AND RESUBMISSION OF PROPERTY

Once a unit estate has been created according to the provisions of the Act, it may still be subsequently removed from such provisions, and the unit ownership estate terminated. Such a removal requires the unanimous consent of all the unit owners. An instrument setting forth the intention of the unit owners to remove the property from the provisions of the act must be recorded. The holders of all liens affecting any of the units must agree to the removal by an instrument duly recorded. If the property is lawfully removed from the provisions of the act, all liens are transferred to an undivided interest in the property.

When property is removed from the provisions of the act, such property is then owned in common by the unit owners. However, a removal of property from the provisions of the act can in no way bar a subsequent resubmission of the same property to the provisions of the act.

ADMINISTRATION BY BY-LAWS

Administration of property to be governed by By-Laws. administration of every property shall be governed by By-Laws, a true copy of which shall be annexed to the Declaration and to the first deed of each unit.

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HOMESTEAD EXEMPTIONS

The law relating to homestead exemption from taxes, attachment, execution or forced sale shall apply to a Unit Ownership Estate. The title holder in a Unit Ownership Estate shall be entitled, if qualified, to a homestead exemption from ad valorem tax, if the land upon which the building is located is held in fee simple.

REPAIR - PARTITION IN CERTAIN CASES

Damage to or destruction of the building shall be promptly repaired and restored by the Board of Directors using the proceeds of insurance on the building for that purpose, and the unit Owners shall be liable for assessment for any deficiency.

Sufficient insurance must be carried on each unit so that a complete restoration could be possible in the event a unit is partially or wholly destroyed. If there is substantially total destruction of the property, or if seventy-five per cent of the Unit Owners . . . duly resolve not to proceed with repair or restoration, then the property is subject to partition at the suit of any Unit Owner, and the building sold. The net proceeds of such a partition sale, together with the net proceeds of any insurance policy, is to be considered one fund and divided among all the Unit Owners in proportion to their respective undivided ownership in the common elements, after first paying off, out of the respective shares of Unit Owners, all liens on the unit of each Unit Owner.

INSURANCE

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

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ASSESSMENT OF TAXES AND OTHER CHARGES

Each holder of a unit ownership estate shall be liable solely for the amount of taxes against his individual estate and shall not be affected by the consequences resulting from the tax delinquency of other unit holders. Each unit, together with its proportionate interest in the common element shall constitute of separate and distinct units for the purpose of assessment of taxes, special assessments, and other charges which may be lawfully assessed against property.

RIGHT OF ENTRY

The Association shall have the irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair and replacement of any of the Common Elements therein or accessible therefrom, or at any time for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units.

OBSOLETE PROPERTY

The Owners representing an aggregate interest of ninety percent (90%) of the Common Elements may agree that the Common Elements of the Property are obsolete and that the same should be renewed or reconstructed. In such instance, the expense thereof shall be payable by all of the Owners as Common Expenses. The property shall be subject to partition at the suit of any Unit Owner, in which event the net proceeds of sale shall be divided among all the Unit Owners, in proportion to their respective undivided ownership of the Common Elements, after first paying off out of the respective account of the Unit Owners all liens on the Unit of each Owner.

ACTIONS ON COMMON ELEMENTS

Actions may be brought on behalf of two or more of the Unit Owners by the Board of Directors with respect to any cause of action relating to the common elements or more than one unit.

PERSONS UNDER ACT

All Unit Owners and any other persons that may in any manner use the property are subject to the Unit Ownership Estate Act, the Declaration and By-Laws as adopted by Centre Place Nine, Inc.

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UTILITIES

The Association reserves the right to service all utilities.

LIABILITY FOR NEGLIGENT ACTS

In the event the need for maintenance or repair is caused through the willful or negligent act of an Owner, his family, guests or invitees, and is not covered or paid for by insurance either on such Unit or the Common Elements, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Unit is subject, pursuant to the provisions hereof.

RULES AND REGULATIONS

All owners shall promptly and completely comply with each of the rules and regulations herein contained or hereinafter properly adopted for the utilization of the General Common Elements in order for all Owners and their guests to achieve maximum utilization of such facilities consonant with the rights of each of the other Owners thereto.

DECLARANT POWERS

In order that Declarant may establish the Property as a fully occupied Condominium, no Unit Owner nor the Association shall do anything to interfere with, and nothing in the Declaration shall be understood or construed to:

- (a) Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, from doing in any Unit owned by them whatever they determine to be necessary or advisable in connection with the completion of any work thereon; or
- (b) Prevent Declarant, its successors or assigns, or its or their representatives, from erecting, constructing or maintaining on the Common Elements or any Unit owned or controlled by Declarant, its successors or assigns, or its or their contractors or subcontractors, such structures as may be reasonably necessary for the conduct of its or their business of completing any work and establishing the Property as a Condominium and disposing of the same by sale, lease or otherwise; or

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(c) Prevent Declarant from showing model Units to aid in the marketing of the Units during the Construction Period; or

(d) Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, from maintaining such sign or signs for marketing of Units in the Property.

DEVELOPER EXEMPTION

The Developer, Declarant, Centre Place Nine, Ltd., its successors and assigns, is exempt from the restrictions and assessments contained in these Conditions, Covenants and Restrictions until July 1, 1983, or until six (6) of the 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, in the construction, maintenance or sales of the properties.

Until July 1, 1983, or when two-thirds (2/3) of the units have been sold, whichever occurs first, Developer shall pay ten percent (10%) of the annual assessment for each unsold unit.

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 July 1, 1983, or from and after a period in time when two-thirds (2/3) of the units 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.

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

MEMBERSHIP AND VOTING RIGHTS

1. Every owner of a unit which unit is subject to assessment shall be a member of Centre Place Nine, Inc. Membership shall be appurtenant to and may not be separated from ownership of any unit which is subject to assessment.

2. The corporation shall have one (1) class of voting membership and each owner of a unit shall be entitled to one (1) vote. When more than one person owns an interest in any unit 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 unit.

3. Until six (6) of the units shall have been sold by the Declarant, or upon July 1, 1983, whichever occurs first, Centre Place Nine, shall be maintained and operated by the Declarant, Centre Place Nine, Ltd.

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

ENFORCEMENT

Centre Place Nine, Inc. or any owner shall have the right to enforce, by legal proceedings all restriction, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure of the Association 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 hereafter.

SEVERABILITY

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

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OWNER'S EASEMENTS

Each owner shall have a right and easement in and to the common elements and from the access easements to his unit which shall be appurtenant to and pass with the title to every unit, 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 Ninety per cent (90%) of the members agree to such dedication or transfer.

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 owners. Such modification or amendment shall not become operative unless set forth in an amended declaration and duly recorded.

REVOCATION OF DECLARATION

This Declaration shall not be revoked unless the Owners representing an aggregate ownership interest of ninety per cent (90%) of the Common Elements agree to such revocation.

SERVICE OF PROCESS

ARTHUR GORMAN, whose address is Gorman, Inc., 1700 SW 2nd, Bartlesville, Oklahoma 74003, is hereby designated as the person to receive service of process in actions relating hereto until such time as a new registered agent is designated for CENTRE PLACE NINE, INC.

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IN WITNESS WHEREOF, the said Centre Place Nine, Ltd.
has caused this Declaration to be signed in its name by its General
Partners, at Bartlesville, Oklahoma, on the 8th day of November,
1982.

CENTRE PLACE NINE, LTD.

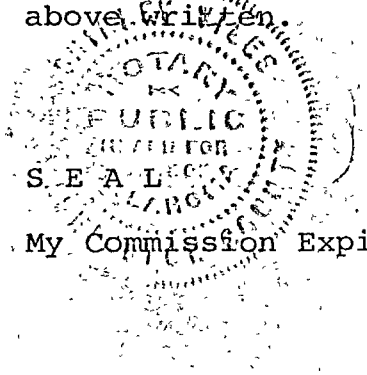
[Signature]
General Partner

Mark W. Archambo
General Partner

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 November, 1982, personally
appeared, Mark W. Archambo and Arthur P. Gorman, to me known to be
the identical persons who subscribed the name of the maker thereof
to the foregoing instrument as its General Partners and acknowledged
to me that they executed the same as their free and voluntary act
and deed and as the free and voluntary act and deed of such Limited
Partnership, for the uses and purposes therein set forth.

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



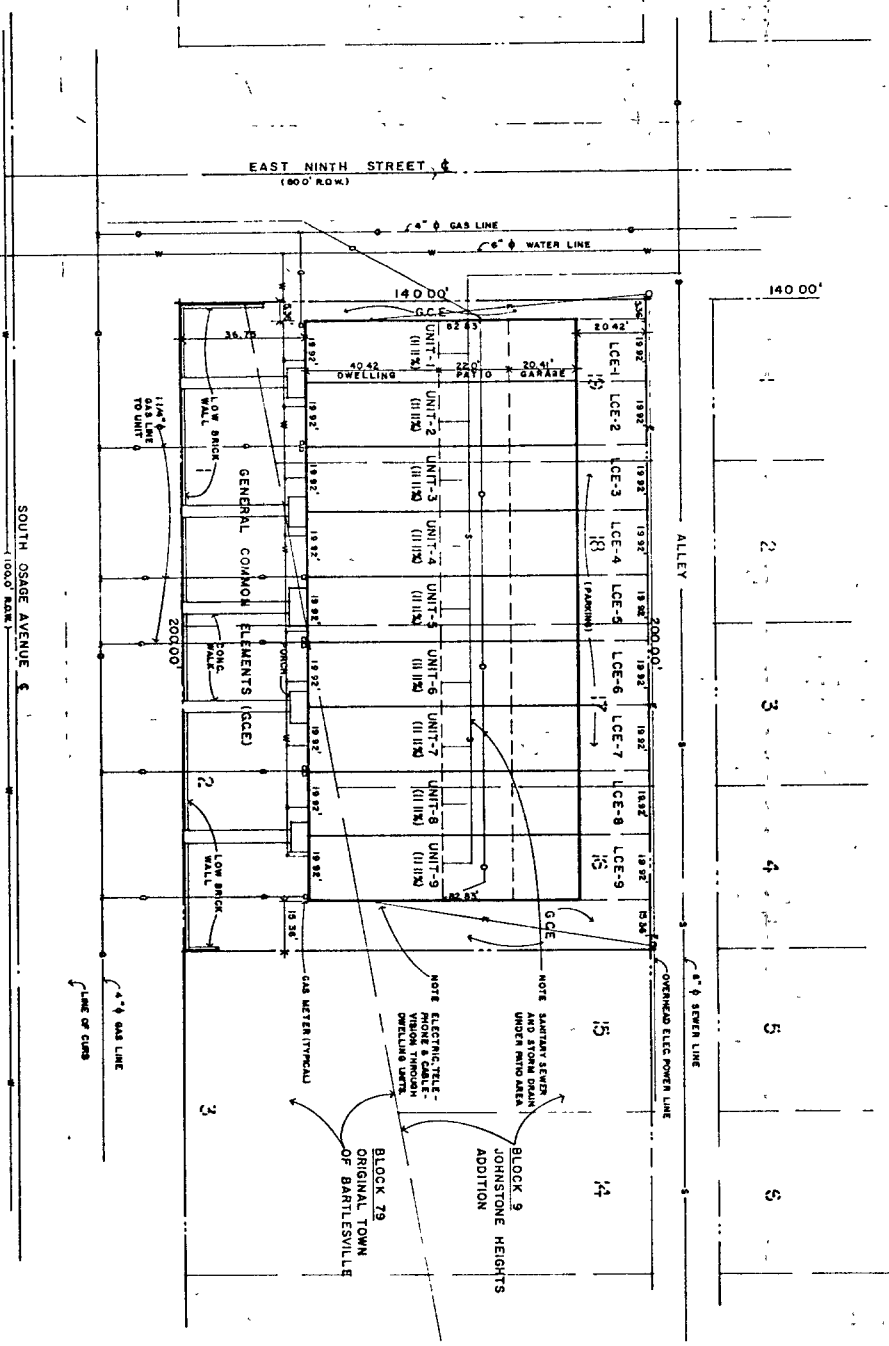
[Signature]
Notary Public

My Commission Expires: May 22, 1984

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CENTRE PLACE NINE

- NOTES
- Improvements located and shown as of September 16, 1982.
 - The condominium plans and the dimensions shown hereon are compiled from plans and field notes of Arthur P. Gorman, Registered Professional Engineer, dated April 11, 1982, and supplemented by such field survey as deemed necessary of the structure built by Gorman, Inc. Therefore the resultant dimensions shown hereon are not necessarily true dimensions, but are the dimensions and actual dimensions shown on the original plans and field notes.
 - Dimensions are to the appropriate outside face of stud walls or to the outside face of masonry walls. The brick veneer face adds 9/16 of a foot to outside building dimensions.



CONDOMINIUM PLAN
SCALE: 1" = 20' - 0"



BOOK

7817 PAGE 9722

Approved to and expressly made a part of UNIT OWNERSHIP ESTATE RECORDING by
Centre Place Nine, Inc. Dated _____
0 S 1971 Title 60, Section 501.330
DESCRIPTION OF THE LAND
Lots 1 and 2, Block 79, Original Town of Bartlesville, and Lots 16, 17, 18, and
19, Block 9, Johnstone Heights Addition, City of Bartlesville, Washington County,
Oklahoma.

DESCRIPTION OF THE BUILDING
Two story brick veneer frame construction with 1 story brick veneer garage
DESCRIPTION OF THE UNITS
UNITS shall mean and comprise the separate and numbered two story dwelling
units, including the common elements, and the patio area and dwelling units for utility
vehicles and driveway. Each unit is designated by number on this Exhibit, and
excludes all COMMON ELEMENTS.

DESCRIPTION OF SEVERAL COMMON ELEMENTS
GENERAL COMMON ELEMENTS shall mean and comprise all the real property, improve-
ments and facilities to the Centre Place Nine Condominium, including all parts
of the building other than UNITS as same are herein defined, and shall include
for the furnishing of utility services to UNITS, and easements of support in
every portion of a UNIT which contributes to the support of improvements, and
shall further include all personal property located and maintained on the site
and improvement of all the units of all such UNITS and shall include the
DRAIN.

DESCRIPTION OF TYPICAL COMMON ELEMENTS
TYPICAL COMMON ELEMENTS of Unit 1 shall mean and comprise that portion of the
building which is shown on the attached plan as Unit 1, extending to the alley as speci-
fically identified on this Exhibit, is to each of which said portion, area or right
to exclusive use of UNITS, including parking, is shown on the attached plan, and
shall further include all personal property located and maintained on the site
and improvement of all the units of all such UNITS and shall include the
DRAIN.

IN WITNESS WHEREOF
I, Arthur P. Gorman, do hereby certify that I am a Registered Professional
Engineer in the State of Oklahoma, and that the above described plan, based on
the data described herein, is a true and correct representation of the same as
shown on the original submissions on file in the office of the County Clerk of
Washington County, Oklahoma, and that the plan is
a true and correct representation of the same as shown on the original submissions
and state of each unit and of the common elements.



State of Oklahoma
County of Washington } ss
Before me the undersigned, a Notary Public, in and for the said County and State
of Oklahoma, on this _____ day of _____ 1982, personally appeared, Arthur P.
Gorman, known to me to be the person whose name is subscribed to the within and
above described instrument, and acknowledged to me that he executed the same as his
free and voluntary act and deed for the uses and purposes set forth.
GIVEN under my hand and seal of office the day and year last above written.
My Commission Expires _____
Notary Public

STATE OF OKLAHOMA
COUNTY OF WASHINGTON } ss
Before me the undersigned, a Notary Public, in and for the said County and State
of Oklahoma, on this _____ day of _____ 1982, personally appeared, Arthur P.
Gorman, known to me to be the person whose name is subscribed to the within and
above described instrument, and acknowledged to me that he executed the same as his
free and voluntary act and deed for the uses and purposes set forth.
GIVEN under my hand and seal of office the day and year last above written.
My Commission Expires _____
Notary Public

SEAL
Notary Public

Exhibit "A"

BY-LAWS
OF
CENTRE PLACE NINE, INC.

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FILED

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NOV 12 9 26 AM '92

STATE OF OREGON
WASHINGTON CO. CL.
BENJ. DILL WORTH
BY *[Signature]* DEPUTY
CLERK

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FOR THE BY-LAWS
OF CENTRE PLACE NINE, INC.

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BY-LAWS
OF
CENTRE PLACE NINE, INC.

NAME AND LOCATION. The name of the Corporation is CENTRE PLACE NINE, INC., hereinafter referred to as the "Association". The principal office of the Corporation shall be located at 1700 S.W. 2nd, Bartlesville, Oklahoma, but meetings of members and directors may be held at such places as may be designated by the Board of Directors.

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) 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 one (1) Director for a term of one (1) year, one (1) Director for a term of two (2) years, and one (1) Director for a term of three (3) years; and at each annual meeting thereafter the members shall elect one (1) Director 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.

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 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, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

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 ($\frac{1}{4}$) of the members who are entitled to vote;
- (b) Supervise all officers, agents and employees of 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 and assume full responsibility and maintenance and control of Common Area improvements and equipment. Maintain the Property in constant repair to reflect Owner pride and to insure high property values in accordance with the provisions of the operating budget, as approved by the Board of Directors.

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- (h) Enter into contracts and supervise services for lawn care, refuse hauling, pump maintenance, etc., at approved operating budgets.
- (i) Select, train and supervise competent personnel, as directed by the Board.
- (j) To keep in good order, condition and repair all of the General and Limited Common Elements and all items of personal property used in the enjoyment of the entire Project.
- (k) To designate, and dismiss when required, the personnel necessary for the maintenance and operation of the General and Limited Common Elements.
- (l) Compile, assemble and analyze data; and prepare specifications and call for bids for major improvement projects. Analyze and compare bids, issue contracts and coordinate the work; maintain close and constant inspection to insure that work is performed according to specifications.
- (m) Perform any other projects with diligence and economy in the Board's best interests.

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 of 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.

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, 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.

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 anytime by the President or by the Board of Directors, or upon written request of one-fourth ($\frac{1}{4}$) 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 there at, 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, a majority 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 there at 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 property.

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 report of the Association books to be made 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.

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The Treasurer shall keep a book with a detailed account, in chronological order, of the receipts and expenditures affecting the common elements specifying and itemizing the maintenance and repair expenses of the common elements and any other expenses incurred. Both said book and the vouchers accrediting the entries made thereupon shall be available for examination by all the unit owners at convenient hours on working days that shall be set and announced for general knowledge.

USE RESTRICTIONS

Restrictions on use and maintenance of the units and common elements are as directed in the Declaration.

MAINTENANCE AND REPAIR

Every Owner must perform promptly at his own expense all maintenance and repair work within his own Unit or attributable to his own Unit by the terms hereof or by the Declaration.

All the repairs of internal installations of the Unit, such as water, light, gas, power, sewage, telephone, air conditioning, sanitary installations, doors, windows, glass, hot water heaters, electrical fixtures and all other accessories, equipment and fixtures belonging to the Unit area shall be at the Owner's expense.

An Owner shall be obligated to promptly reimburse the Association upon receipt of its statement for any expenditures incurred by it in repairing or replacing any General or Limited Common Element damaged by his negligence or by the negligence of his tenants or agents.

General common elements and limited common elements shall be maintained and repaired by direction of the Board of Directors as indicated under Duties of Board of these Bylaws. All additions and improvements of the general common elements and limited common elements shall be under the direction of the Board.

The Association shall have exclusive right to service all utilities.

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 eighteen per cent (18%) per annum, and the Association may bring legal proceedings 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 property.

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AMENDMENTS

These By-Laws may be amended by the Association at a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by Owners representing at least seventy-five percent (75%) of the aggregate interest of the undivided Ownership of the General Common Elements. In no event shall the By-Laws be amended to conflict with the Declaration. In the event of a conflict between the two documents, the Declaration shall control. In no event shall the By-Laws be amended to conflict with the Act.

Any modification or amendment shall not be operative unless set forth in an amended declaration and duly recorded.

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.

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.

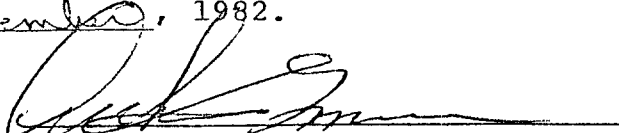
CORPORATE SEAL

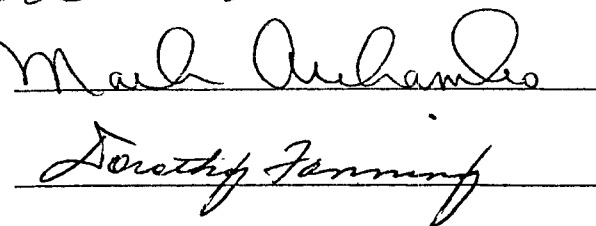
The Association shall have a seal in circular form having within its circumference the words: CENTRE PLACE NINE, INC.

MISCELLANEOUS

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

IN WITNESS WHEREOF, we, being all of the Directors of Centre Place Nine, Inc., Association, have hereunto set out hands this 8th day of November, 1982.



Mark A. Williams


Dorothy Jennings


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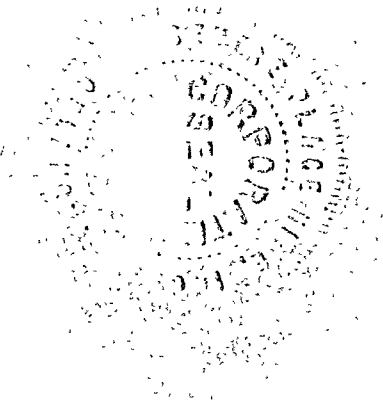
CERTIFICATION

I, the undersigned, do hereby certify that I am the duly elected and acting Secretary of Centre Place Nine, Inc., an Oklahoma 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 8th day of November, 1982.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Corporation this 8th day of November 1982.


Secretary



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