

BYLAWSofOAKCLAIRE TOWN VILLA CONDOMINIUMSARTICLE IIdentification

These are the Bylaws of the Unit ownership estates collectively known as "Oakclaire Town Villa Condominiums" created by virtue of the submission by Declaration of the following described property to the Unit Ownership Estate Act of the State of Oklahoma (Title 60, Oklahoma Statutes Annotated, Sections 501-530 inclusive):

That part of Lots 1, 2, 3, and 4 in Block 2, BOWERS' ADDITION to the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded amended plat thereof, and Lots 1, 2, 3, 4, 5, and 6 in Block 1, BUENA VISTA PARK ADDITION to the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded amended plat thereof, more particularly described as follows:

Beginning at the Southwest corner of said Lot 6, Block 1, BUENA VISTA PARK ADDITION; thence North 00°27'00" East along the West line thereof for a distance of 270.26 feet to the Northwest corner of said Lot 1, Block 1, BUENA VISTA PARK ADDITION; thence South 89°49'06" East along the North line of said Block 1, BUENA VISTA PARK ADDITION and the North line of said Block 2, BOWERS' ADDITION for a distance of 301.55 feet to the Northeast corner of said Lot 1, Block 2, BOWERS' ADDITION; thence South 00°21'24" West along the East line thereof for a distance of 174.30 feet to a point lying 95.00 feet North of the Southeast corner of said Block 2, BOWERS' ADDITION; thence Due West for a distance of 138.00 feet to a point; thence Due South for a distance of 7.50 feet to a point of curve; thence along said curve to the right; said curve having a central angle of 53°52'57", a radius of 19.00 feet for a distance of 17.87 feet to a point of tangent; thence South 53°52'57" West for a distance of 22.24 feet to a point of curve; thence along said curve to the left; said curve having a central angle of 77°49'25", a radius of 31.00 feet for a distance of 42.11 feet to a point of reverse curve; thence along said curve to the right, said curve having a central angle of 113°56'28", a radius of 3.50 feet for a distance of 6.96 feet to a point of tangent; thence Due West for a distance of 3.57 feet to a point; thence Due South for a distance of 16.50 feet to a point on the South line of said Block 1, BUENA VISTA PARK ADDITION, said point lying 180.00 feet West of the Southeast corner of said Block 2, BOWERS' ADDITION; thence Due West along said South line for a distance of 122.00 feet to the point of beginning, containing 65,853 square feet, being 1.5118 Acres more or less;

which Declaration has been recorded in the Office of the County Clerk of Tulsa County, Oklahoma, simultaneous with the recording of these Bylaws.

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

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

## ARTICLE II

### Definitions

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

## ARTICLE III

### Form of Administration of Property

(1) The administration and management of all of the property above described and submitted to the provisions of the Act by the Declaration shall be by the Association of Unit Owners acting by and through the Board of Administrators. All of the unit owners constitute the Association of Unit Owners herein referred to as the "Association" which is and shall be synonymous with the term "Council of Unit Owners" as defined in Section 503(m) of the Act and as used in the Act.

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

## ARTICLE IV

### Board of Administrators

(1) Number, tenure and qualifications. The management and control of the affairs of the Association and the management and control of the property shall be governed by and be in charge of a Board of Administrators composed of five (5) individual unit owners. Until sixteen (16) unit ownership estates have been sold and title thereto transferred by the Declarant, or until the 31st day of December, 1977, whichever occurs first, and thereafter until their successors shall have been elected by the unit owners, the Board of Administration shall consist of such persons as shall be designated by the Declarant. Such persons designated by the Declarant need not be unit owners or occupy units. Thereafter, the selection, qualification and tenure of said Board of Administrators shall be as hereinafter set forth in these Bylaws. The officers and directors designated by the Declarant as the Board of Administrators shall have and exercise all of the powers, and perform all the duties of the Board of Administrators hereinafter set forth during the aforesaid period that said Board is comprised of such officers and directors.

Within ten (10) days following the delivery of deed by the Declarant to sixteen (16) unit ownership estates covered hereby or within ten (10) days after December 31, 1976, whichever occurs first, the Declarant shall notify all unit owners thereof and the first annual meeting of the unit owners shall be held within thirty (30) days thereafter on call issued by the Declarant. At such meeting, the members of the Board of Administrators designated by the Declarant shall resign and the five (5) persons thereupon elected to said Board shall assume the duties, powers, and responsibilities of the Board of Administrators of the property.

Each Administrator elected at the aforesaid meeting of the unit owners and each Administrator thereafter elected must be a unit owner, must possess the capacity to contract and must in fact occupy a unit in Oakclare Town Villa Condominiums. At the aforesaid meeting, the five (5) individual owners will be elected as the Association's Board of Administrators. The term of one (1) such Administrator shall be fixed for three (3) years, the term of another two (2) for two (2) years, and the term of the remaining two (2) Administrators for one (1) year. At the expiration of the initial term of office of each of said Administrators, their respective successors shall be elected to serve for a term of three (3) years. Each Administrator shall hold office until his successor has been elected, qualified, and takes office.

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

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

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

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

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

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

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

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

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

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

(j) After obtaining the approval of not less than 15 of the unit owners, to purchase or lease or otherwise acquire in the name of the Board of Administrators or its designee, corporate or otherwise, on behalf of all unit owners, unit ownership estates offered for sale or lease or surrender by other owners to the Board of Administrators.

(k) After obtaining the approval of not less than 15 of the unit owners, to purchase at foreclosure or judicial sale unit ownership estates in the name of the Board of Administrators or its designee, corporate or otherwise, on behalf of all unit owners.

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

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

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

(o) To obtain insurance for the property pursuant to the provisions of Article IX hereof.

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

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

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

(3) Managing Agent and Manager. The Board of Administrators may employ on behalf of the unit owners, a Professional Managing Agency or Manager customarily engaged in the profession of managing similar condominium or apartment developments of the type and size as Oakclaire Town Villa Condominiums at a compensation established by the Board of Administrators, to perform such duties and services as the Board of Administrators shall authorize including but not limited to the duties listed in sub-sections (a), (b), (c), (d), (e), (f), (g), (h), (i), (n), (o), (p), and (s) of Section (2) of this Article. The Board of Administrators may delegate to the Professional Managing Agency or Manager all of the powers granted to the Board of Administrators by these Bylaws, other than the powers set forth in sub-sections (h), (j), (k), (l), (m), and (q) of Section (2) of this Article.

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

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

(6) Organization Meeting. Immediately following the first annual meeting of the unit owners set forth in Section (1) of this Article, the first meeting of the Board of Administrators elected at such meeting shall be held. No notice shall be necessary for said organizational meeting of the Board. Said organizational meeting of the Board shall be held at the same place as said meeting of unit owners.

(7) Annual and Regular Meetings. The annual meeting of the Board of Administrators shall be held without other notice than this Bylaw immediately after and at the same place as the annual meeting of the unit owners. The Board of Administrators may provide by resolution the time and place for the holding of such regular meetings as the business of the Association requires.

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

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

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

(10) Quorum. At all meetings of the Board of Administrators, a majority of the Administrators shall constitute a quorum for the transaction of business and the acts of the majority of the Administrators at a meeting at which a quorum is present shall be the acts of the Board of Administrators. If, at any meeting of the Board of Administrators, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called, may be transacted without further notice.

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

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

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

(14) Liability. The members of the Board of Administrators shall not be liable to the unit owners or any of them for any mistake of judgment, negligence or otherwise except for their own individual willful misconduct or bad faith. The unit owners shall indemnify and hold harmless each of the members

of the Board of Administrators against all contractual liability to others arising out of contracts made by said Board on behalf of the unit owners or Association of Unit Owners unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or these Bylaws. It is intended that the members of the Board of Administrators shall have no personal liability with respect to any contract made by them on behalf of the unit owners or Association of Unit Owners. It is also intended that the liability of any unit owner arising out of any contract made by the Board of Administrators or out of the aforesaid indemnity in favor of the members of the Board of Administrators shall be limited to such proportion of the total liability thereunder as his interest in the common elements bears to the interest of all the unit owners in the common elements. Every agreement or contract made by the Board of Administrators on behalf of the unit owners or Association of Unit Owners shall provide that the members of the Board of Administrators are acting only as agents for the unit owners or Association of Unit Owners and shall have no personal liability thereunder (except as unit owners) and that each unit owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the common elements bears to the interest of all unit owners in the common elements.

## ARTICLE V

### Officers

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

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

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

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

(5) President. The President shall be the principal executive officer of the Association and, subject to the control of the Board of Administrators, shall in general supervise and control all of the business and affairs of the Association. The President shall preside at all meetings of the Association and the Board of Administrators. He shall have the general powers and the duties which are usually vested in the office of the President of an incorporated association, including but not limited to the power to appoint committees from among the owners



from time to time as he may, in his discretion, decide is necessary or appropriate to assist in the conduct of the affairs of the Association. He may sign with the Secretary or Assistant Secretary, if the latter office exists, any deeds, mortgages, contracts, or other instruments which the Board of Administrators has authorized to be executed except in cases where the signing and execution thereof shall be expressly required and/or delegated by the Board of Administrators or required by the Act, the Declaration or these Bylaws to be executed by some other officer, agent, or other person, or shall be required by law to be otherwise signed or executed; and in general, the President shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Administrators from time to time.

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

(7) Secretary. The Secretary shall:

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

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

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

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

(8) Treasurer. The Treasurer shall:

have the custody of all funds and securities of the Association; receive and give receipts for moneys due and payable to the Board of Administrators from any source whatsoever, and deposit all

moneys and other valuable effects in the name of the Board of Administrators and to its credit in such banks, trust companies or other depositories as may from time to time be designated and selected by the Board of Administrators.

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

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

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

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

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

(g) If required by the Board of Administrators, the Treasurer or any person working under the Treasurer's supervision and direction, shall give a bond for the faithful discharge of his or their duties in such sum and with such surety or sureties as the Board of Administration shall determine.

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

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

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

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

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

## ARTICLE VI

### Meetings of the Unit Owners

(1) Annual Meeting. The first annual meeting of the unit owners shall be held as set forth in Section 1 of Article IV above. Thereafter, annual meetings of the unit owners shall be held on the second Tuesday in the month of January of each year,

at the hour of 7:00 P. M. for the purpose of electing a Board of Administrators and for the transaction of such other business as may come before the meeting. If the date fixed for the annual meeting shall be a legal holiday in the State of Oklahoma, such meeting shall be held on the next succeeding business day. If the election of a Board of Administrators shall not be held on the day designated herein for any annual meeting of the unit owners or at any adjournment thereof, the Board of Administrators shall cause the election to be held at a special meeting of the unit owners as soon thereafter as conveniently may be held.

(2) Special Meetings. Special meetings of the unit owners for any purpose or purposes unless otherwise prescribed by the Act may be called by the President of the Association or by any member of the Board of Administrators and shall be called by the President upon a petition signed and presented to the Secretary by unit owners entitled to vote at the meeting and owning in the aggregate at least 25% of the undivided interests in the common elements. No business shall be transacted at a special meeting except as stated in the notice of such meeting.

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

(4) Notice of Meetings. Written or printed notice shall be given by the Secretary of the Association to each unit owner stating the place, day and hour of the meeting and in case of a special meeting, the purpose or purposes for which the meeting is called.

Any such notice shall be delivered by the Secretary not less than ten (10) days nor more than twenty (20) days before the date of the meeting, either personally or by mail, to each owner entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited with postage prepaid in the United States Post Office in the City of Tulsa, Oklahoma, addressed to the unit owner at his unit address, or to such other address as such owner shall have previously designated in writing by notice to the Secretary.

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

(6) Unit Ownership Registry. Any person becoming an owner of an interest in any unit ownership estate as designated in the Declaration shall, within ten (10) days from the date of

acquisition of such interest, furnish to the Secretary of the Association a certified copy of the instrument evidencing such ownership. The Secretary shall maintain a file of all such instruments. From these instruments, the Secretary shall compile and maintain a current and complete registry of the owners of any interest in the unit ownership estates in Oakclaire Town Villa Condominiums arranged in alphabetical order with the address of and the percentage ownership in the common elements held by each interest owner. Such registry shall be kept on file at the office of the Association and shall be subject to inspection by any unit owner at any time during usual business hours. Such registry or a list compiled therefrom shall also be produced and kept open at the time and place of any meeting and shall be subject to inspection of any unit owner during the whole time of any such meeting. The registry shall be prima facie evidence as to who are the unit owners entitled to examine such registry or to vote at any meeting of the unit owners.

No change in the ownership of any interest in a unit ownership estate in Oakclaire Town Villa Condominiums shall be binding upon this association or the Board of Administrators until the Secretary of the Association has been furnished a certified copy of the instrument evidencing such change of ownership.

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

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

Cumulative voting is prohibited.

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

Unless a larger percentage is otherwise provided by the Act or the Declaration or other provisions of these Bylaws, affirmative votes of unit owners owning more than fifty-one percent

(51%) of the aggregate interest in the common elements as established by the Declaration shall be necessary to make or adopt any decision by the unit owners.

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

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

A unit ownership estate held by an administrator, executor, guardian or conservator shall be voted by him either in person or by proxy without a transfer of such unit ownership estate into his name. A unit ownership estate standing in the name of a trustee may be voted by him either in person or by proxy, but no trustee shall be entitled to vote the same without a transfer of such unit ownership estate into his name.

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

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

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

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

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

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

- (a) Roll Call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of the preceding meeting.
- (d) Reports of officers.

- (e) Report of Board of Administrators or Managing Agent, if any.
- (f) Reports of Committees.
- (g) Election of inspectors of elections (when so required).
- (h) Election of members of the Board of Administrators (when so required).
- (i) Unfinished business.
- (j) New Business.
- (k) Adjournment.

## ARTICLE VII

### Care, Maintenance, Repair and Surveillance

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

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

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

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

(c) Each unit owner shall be responsible, at his sole cost and expense, for the maintenance, repair, and replacement of the air-conditioning compressor unit or any component part thereof, serving his particular unit, and all service lines therefrom to his unit except that portion of those lines located within a main or bearing wall, foundation, ceiling, or floor, or in another unit.

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

(2) Units. Exclusive of repairs and replacements and repairs necessitated by casualty as hereinafter set forth, all maintenance of and repairs or replacements to any unit, structural

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

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

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

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

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

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



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

(5) Maintenance and Repair Tools and Equipment.

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

(6) Maintenance, Upkeep and Repair Personnel.

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

(b) The selection, tenure of employment, salary or other rate of pay and conditions of employment of any maintenance personnel shall be within the sole discretion, judgment and control of the Board of Administrators or Manager or Managing Agent. The compensation of all such personnel shall be deemed a common expense.

The Board shall be limited in the establishment of such compensation only by what similar services are valued in the City of Tulsa, Oklahoma. The Board shall not, however, employ any member thereof or any relative of the Board as a maintenance employee. The same restriction shall apply to any Manager or Managing Agent. Such restriction on the employment of relatives, however, may be waived by a majority vote of the unit owners.

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

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

(e) The Board of Administrators shall be authorized to maintain or cause to be maintained such employment records as may be required by any state or federal law, act or statute or any subdivision of state or federal government and to render such reports as may be required with regard to personnel employed by them.

#### ARTICLE VIII

##### Additions, Alterations, or Improvements

(1) Approval of Unit Owners. No additions, alterations or improvements to the common elements may be made by the Board of Administrators unless such additions, alterations or improvements have been authorized by at least seventy-five percent (75%) of the unit owners computed on the basis set forth in Section 503 (n) of the Act and unless authorized by all mortgagees holding first real estate mortgages on any unit or units within Oakclaire Town Villa Condominiums. The expense of such additions, alterations or improvements so authorized shall be assessed and payable by all unit owners as a common expense. Such additions, alterations and improvements shall be made by the Board of Administrators. Additions, alterations and improvements shall not be deemed to include ordinary maintenance, repairs, and replacements contemplated by the preceding Article.

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

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

(3) The provisions of this Article shall not apply to units owned by the Declarant until such units have been initially sold by it and paid for. The provisions of this Article are further subject to all reservations of the Declarant as set forth in the Declaration.

## ARTICLE IX

### Insurance

(1) Except title insurance, builder's risk insurance and any other insurance which may be furnished by the Declarant during construction, the Board of Administrators shall obtain and maintain, to the extent available, insurance on the buildings and all other insurable improvements upon the land including but not limited to all of the units, the equipment initially installed therein by the Declarant, together with the machinery and equipment and all other personal property as may be held and administered by the Board of Administrators for the benefit of the unit owners. The insurance to be obtained by the Board of Administrators shall cover the interest of the Association, the Board of Administrators and all unit owners and their mortgagees, as their interest may appear. The Board may designate others as insured under said policies if they have an insurable interest, to the extent that their interest may appear. The insurance shall be purchased from recognized insurance companies, duly licensed to do business in the State of Oklahoma.

Nothing contained in this Article shall be construed to obligate the Board of Administrators or any other unit owner to procure insurance covering the personal property of any unit owner situated on the property.

(2) The Board of Administrators shall obtain master policies of insurance which shall provide that the loss thereunder shall be paid to the Board of Administrators as insurance trustees under these Bylaws. Under the said master policies, certificate of insurance shall be issued which indicate on their face that they are a part of such master policies of insurance covering each and every unit of Oakclaire Town Villa Condominiums and all common elements. A certificate of insurance with proper mortgagee endorsement shall be issued to the owner of each unit and the original thereof shall be delivered to the mortgagee, if there be one, or retained by the unit owner if there is no mortgagee. The certificate of insurance shall show the relative amount of insurance covering the unit and the interest in the common elements and shall provide that improvements to a unit or units which may be made by the unit owner or owners shall not affect the valuation for the purposes of this insurance of the building and other improvements upon the land. Such master insurance policies and certificates shall contain provisions that the insurer waives its right to subrogation as to any claim against the Board of Administrators, its agents and employees, such owners, their respective employees, agents and guests. Each such policy shall provide that the same shall be invalidated or suspended only in respect to the interest or any particular unit owner guilty of a breach of warranty, act, omission, negligence or non-compliance with any provision of said policy, including payment of the insurance premium applicable to that unit owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of any such policy would otherwise invalidate or suspend the entire policy. The insurance under any such policy or policies as to the interest of all other insured unit owners not guilty of any such act or omission and as to the interest of the Association or Board of Administrators, shall not be invalidated or suspended and shall remain in full force and effect. Each such policy shall further provide that the insured shall not be entitled to contribution against

or shall be required to contribute to the cost of insurance purchased by individual unit

owners as hereinafter provided. The original master policy of insurance shall be deposited with the Board of Administrators as insurance trustee and a memorandum thereof shall be deposited with any first mortgagee who may require the same. The Board of Administrators shall pay, for the benefit of the unit owners and each unit mortgagee, the premiums for the insurance hereinafter required to be carried at least thirty (30) days prior to the expiration date of any such policies and will notify each unit mortgagee of such payment within ten (10) days after the making thereof.

- (3) The property shall be covered by:
  - (a) Casualty or physical damage insurance in an amount equal to the full replacement value of the buildings and common elements as determined annually by the Board of Administrators with the assistance of the insurance company or companies affording such coverage. Such coverage shall afford protection against the following:
    - (i) Loss or damage by fire and other hazards covered by the standard extended coverage endorsement together with coverage for the payment of common expenses with respect to damaged units during the period of reconstruction.
    - (i) Such other risk as from time to time customarily shall be covered with respect to buildings similar to construction, location and use as the buildings in Oakclaire Town Villa Condominiums including but not limited to, vandalism, malicious mischief, windstorm and water damage, machiner explosion or damage, plate glass damage, and such other insurance as the Board of Administrators, in their sole discretion, may determine. The policies providing such coverage shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect to restore damage in lieu of making a cash settlement, such action shall not be exercisable without the approval of the Board of Administrators or where in conflict with the terms of these Bylaws or the Declaration or the Act, and shall further provide that the coverage thereof shall not be terminated for non-payment of premiums without thirty (30) days notice to all of the insured, including each unit mortgagee.

All policies of casualty or physical damage insurance shall provide that such policies may not be cancelled or substantially modified without at least thirty (30) days prior notice to all of the insured, including all mortgagees of the units, and certificate of insurance and all renewals thereof, together with proof of payment of premiums, shall be

delivered to all unit owners and their mortgagees at least thirty (30) days prior to the expiration of the then current policies.

- (b) Public liability insurance in such amounts and in such forms as shall be required by the Board of Administrators including but not limiting the same to water damage, legal liability, hired automobile, non-owned automobile and off-premises employee coverages. Such public liability coverage shall also cover cross-liability claims of one insured against another. The Board of Administrators shall review the limits and coverage of said public liability insurance at least once each year.
- (c) Workmen's compensation insurance to meet the requirements of law.
- (d) Fidelity bond or insurance covering those employees of the Board of Administrators and those agents and employees hired by the Board of Administrators who handle common funds, in amounts as determined by the Board of Administrators.
- (e) Such other insurance as the Board of Administrators shall determine from time to time to be desirable.

(4) Each unit owner may obtain additional insurance at his own expense affording coverage upon his personal property and for his personal liability, but all such insurance shall contain the same waiver of subrogation as that referred to in the preceding numerical paragraph (2) hereof. Each unit owner may obtain casualty insurance at his own expense upon his unit but such insurance shall provide that it shall be without contribution as against the casualty insurance purchased by the Board of Administrators or shall be written by the same carrier. If a casualty loss is sustained and there is a reduction in the amount of the proceeds which would otherwise be payable on the insurance purchased by the Board of Administrators pursuant to the preceding numerical paragraph due to proration of insurance purchased by the unit owner under this numerical paragraph, the unit owner agrees to assign the proceeds of this latter insurance to the extent of the amount of such reduction to the Board of Administrators to be distributed as in these Bylaws provided.

(5) Premiums upon insurance policies purchased by the Board of Administrators 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.

(6) All proceeds payable as a result of casualty losses sustained which are covered by insurance purchased by the Board of Administrators as hereinabove set forth, shall be paid to it. The Board of Administrators shall act as the insurance trustee. In the event that the Board of Administrators have not posted surety bonds for the faithful performance of their duties as such Administrators or if such bonds do not exceed the funds which will come into its hands, and there is a damage to a part

or all of the property resulting in a loss, the Board of Administrators shall obtain and post a bond for the faithful performance of its duties as insurance trustee in an amount equal to one hundred twenty five percent (125%) of the loss before it shall be entitled to receive the proceeds of the insurance payable as the result of such loss. If, for any reason, the Board of Administrators are unable to obtain a surety bond in said amount, it shall be entitled to designate an insurance trustee to receive the proceeds of any such policy or policies, which insurance trustee has said bonding capacity. In the alternative, in such event, the Board may designate as insurance trustee to receive any such proceeds, the Sooner Federal Savings and Loan Association of Tulsa, Oklahoma, or its successors, which bank shall not be required to be bonded. The cost of any surety bond procured pursuant to the provisions hereof shall be a common expense.

The sole duty of the insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated in these Bylaws and for the benefit of the unit owners and their respective mortgagees.

(7) Each unit owner shall be deemed conclusively to have delegated to the Board of Administrators his right to adjust with the insurance company all losses under policies purchased by the Board of Administrators. The Board of Administrators shall have the sole responsibility of determining whether to institute suit on any claims or losses which remain unpaid.

(8) In no event shall any distribution of proceeds be made by the Board of Administrators directly to a unit owner where there is a mortgagee endorsement on the certificate of insurance. In such event, any remittances shall be to the unit owner and his mortgagee jointly. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by it. Any casualty or physical damage policy procured pursuant to this Article by the Board of Administrators shall provide for a standard non-contributory mortgagee clause in favor of each owner and holder of a first mortgage upon any unit designated herein.

(9) Except as herein expressly limited, the right of the Board of Administrators to deal generally with all forms of insurance covering the property shall be unlimited and unqualified.

#### ARTICLE X

##### Reconstruction or Repair After Fire or Other Casualty

(1) Except as hereinafter provided, damage to or destruction of any building or other improvements on the land by fire or other casualty shall be promptly repaired and reconstructed by the Board of Administrators using the proceeds of insurance, if any, on the building or buildings or improvements for that purpose, and any deficiency between the net amount of such insurance proceeds and the full cost of any such repair or restoration shall be conclusively deemed a common expense and allocated among and as assessed to and paid by all of the unit owners in the manner set forth in Article XI of these Bylaws; provided, however, that if there is substantial total destruction of the property by fire or other casualty, the same shall not be restored or repaired and the property or so much thereof as shall remain shall be subject to an action for partition at the suit of any unit owner as provided in Article XI of the Act. Likewise,

damage to or destruction of the property by fire or other casualty shall not be repaired or restored if seventy-five percent (75%) of the unit owners computed on the basis set forth in Section 503(n) of the Act duly resolve not to proceed with such repair or restoration. Any resolution not to proceed with repair or restoration must be adopted by the unit owners and reduced to written form no later than ten (10) days following receipt by the insurance trustee of the proceeds of any insurance covering said risk. Otherwise, and in the absence of substantial total destruction, the unit owners shall be deemed conclusively to have authorized the Board of Administrators to proceed with repairs or restoration. Nothing herein contained shall be construed to prohibit the calling of a special meeting of all unit owners as provided in these Bylaws prior to the receipt of any insurance proceeds for the purpose of adopting any resolution not to proceed with repair or restoration or to proceed with repair or restoration if duly adopted as herein provided, then and in that event, the entire property or so much thereof as shall remain shall be subject to partition at the suit of any unit owner as provided in Section 527 of the Act.

"Substantial total destruction" as that term is used herein and as said term is used in Section 527 of the Act, shall be conclusively deemed to have occurred when seventy-five percent (75%) or more of all units have been rendered uninhabitable as the result of fire or other casualty.

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

- (a) Any such reconstruction or repair shall be substantially in accordance with the original plans and specifications.
- (b) Immediately after a casualty causing damage to the property, the Board of Administrators shall obtain reliable and detailed estimates of the cost to place the damaged property in as good a condition as before the casualty. Such cost may include professional fees and premiums for such bonds as the Board of Administrators desire.
- (c) The proceeds of insurance collected on account of fire or other casualty and the sums received by the Board of Administrators from collections of assessments against unit owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of costs of reconstruction and repair in the following manner:
  - (i) If the amount of the estimated cost of reconstruction and repair is less than Thirty Thousand Dollars (\$30,000.00), then the construction fund shall be disbursed in payment of such costs upon order of the Board of Administrators provided, however, that upon request of a mortgagee, which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereinafter provided, in the following numerical paragraph (ii).

(ii) If the estimated cost or reconstruction and repair of the property is more than Thirty Thousand Dollars (\$30,000.00), then the construction fund shall be disbursed in payment of such cost upon approval of an architect qualified to practice in the State of Oklahoma and employed by the Board of Administrators to supervise such work, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by various contractors, subcontractors, materialmen, the architect or other persons who have rendered services or furnished materials in connection with the work, stating: (a) That the sums requested by them in payment are justly due and owing and that said sums do not exceed the value of the services and materials furnished; (b) that there is no other outstanding indebtedness known to the said architect for the services and materials described; and (c) that the cost as estimated by said architect for the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining after payment of the sums so requested.

(d) In the event that there is any surplus of moneys in the construction fund after the reconstruction or repair of the casualty damage has been completed and all costs paid, such sums may be retained by the Board of Administrators as a reserve or may be used in the maintenance and operation of the property, or, in the discretion of the Board of Administrators, it may be distributed to the unit owners and their mortgagees who are the beneficial owners of the fund. The action of the Board of Administrators in proceeding to repair or construct damage shall not constitute a waiver of any right against a unit owner for committing wilful or malicious damage.

(2) In the event of partition pursuant to the terms of this Article or pursuant to the Act, the following procedures shall apply:

(a) The net proceeds received from any partition sale, together with the net proceeds of insurance policies, shall be considered as one fund and shall be divided by the insurance trustee among all the unit owners in proportion to their respective undivided ownership of the common elements; provided; however, that no payment shall be made to a unit owner until there has first been paid off out of his share of such fund, all liens on his unit. There shall be no contribution between



unit ownership estates or unit owners for the discharge of liens. The discharge of all liens by the insurance trustee shall be in the order or priority decreed by the Court in any such partition suit or absent such decree, in the order or priority set forth by the laws of Oklahoma, first mortgagees having first priority.

- (b) In the event of a partition sale pursuant to the provisions of this Article or pursuant to the provisions of the Act, all unit owners hereby expressly authorize and designate the insurance trustee as attorney-in-fact for each of them to receive from the Clerk of the District Court of Tulsa County, Oklahoma, or Court in which such partition proceedings are conducted, the net proceeds derived from such partition sale. The Clerk of said Court may rely and act upon this provision to his complete immunity.

## ARTICLE XI

### Common Expenses

(1) Assessment of Common Expenses. The Board of Administrators is hereby authorized to make, levy and impose, from time to time, assessments against all unit owners in an amount estimated by such Board to be necessary to meet the common expenses.

Assessments for common expenses shall be allocated among the unit owners according to their respective percentage interest in the general common elements as set forth in Article VII of the Declaration of Oakclaire Town Villa Condominiums.

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

Within fifteen (15) days following completion of the budget of common expenses for any calendar year and prior to the commencement of such calendar year, a statement of the assessment against each unit owner together with a copy of such budget shall be sent to the unit owner. Such annual assessments shall be paid by the unit owners in equal monthly installments on or before the first day of each month during the calendar year for which such assessment is made. As stated above, the Board of Administrators may review and reconsider the assessments made for common expenses for any calendar year and the unit owners shall pay any such increase on the first day of the month following notice of the increase. If any assessment for common expenses

shall remain due and unpaid for more than fifteen (15) days, the Board of Administrators is empowered to proceed in the collection of the same as set forth in numerical paragraph (6) below.

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

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

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

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

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

- (a) The expenses of administration, maintenance, repair, or replacement of the common elements except as provided below.
- (b) Expenses declared common by provisions of the Act.
- (c) Expenses declared common by other provisions of these Bylaws and by the Declaration.
- (d) Premiums for all insurance procured or to be procured under the provisions of these Bylaws.
- (e) All charges for water used or consumed on the property or common elements.
- (f) Sewer charges or rents and all charges for collection of garbage and trash on the common elements.

- (g) Charges for electricity used or consumed on the common elements.
- (h) Any deficit in common expenses remaining from a previous assessment period.
- (i) Such amounts as the Board of Administrators may deem proper for the establishment of a reserved fund for replacements or contingencies or emergencies.

The following are declared herein not to be common expenses:

- (a) All expenses and charges incurred by a unit owner in the performance of the maintenance and repair obligations imposed upon such unit owner by the provisions of these Bylaws or by the Declaration or by the Act.
- (b) Telephone and electricity expense incurred by any unit owner for telephone and electrical installations and service to his unit. However, any charges for telephone or electrical installations or service to a common facility shall be a common expense.
- (c) All expense for water charges supplied to an individual unit.
- (d) The repairs to any common elements necessitated by the negligence, misuse, and in the case of limited common elements, neglect of a unit owner, his guest, lessees, family members or sublessees or sub-tenants of any lessees or tenants of a unit owner. The cost of any such repairs shall be charged to the unit owner or owners by the Board of Administrators and all sums assessed or charged therefor, if not paid when due, shall constitute a lien on the unit or such owner in accordance with the provisions of Section 524 of the Act and may be enforced as in such Act and in these Bylaws provided.

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

In the event of default by any unit owner in paying to the Board of Administrators the common expenses as determined by the Board of Administrators, such unit owner shall be obligated to pay interest at the legal rate on such common expenses from the due date of the assessment thereof, together with all expenses, including attorney's fees, incurred by the Board of Administrators in any proceeding brought to collect such unpaid common expenses. The Board of Administrators shall have the right and duty to attempt to recover such common expenses, together with interest thereon, and the expenses of the proceeding, including reasonable attorney's fees, in an action to recover the same.

brought against such unit owner or owners or by foreclosure of the lien on such unit ownership estate granted by Section 524 of the Act. All sums assessed as hereinabove provided by the Board of Administrators for the share of the common expenses chargeable to any unit ownership estate, which sums are not paid when due, shall constitute a lien on such unit ownership estate from the due date thereof in accordance with the provisions of said Section 524 and may be enforced as therein provided. To evidence such lien, the Board of Administrators may, but shall not be required to, prepare and file a written notice in the Office of the County Clerk of Tulsa County, Oklahoma, setting forth the amount of any such unpaid indebtedness, the nature of the indebtedness, the date the assessment was made, the name of the owner or owners of the unit ownership estate and a description of such unit ownership estate. Such a notice shall be signed by the Secretary of the Association or by the Professional Managing Agency or Manager.

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

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

Any assessment of common expenses not paid when due shall bear interest from the due date thereof at the rate of ten percent (10%) per annum until paid. The aforesaid statutory lien for common expenses shall also secure such interest and any costs and expenses of collection of any unpaid assessment, including all reasonable attorney's fees.

(7) Miscellaneous provisions.

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

- (b) The omission or failure of the Board of Administrators to fix the assessment for common expenses for any calendar year or the omission or failure of such Board to include an item of expense in any particular assessment shall not be deemed a waiver, modification or release of any unit owner from the obligation to pay the assessment for such omitted expense when made.
- (c) The Board of Administrators may employ such person or persons as it deems advisable or necessary to assist it in the preparation of any budget for common expenses, the assessments therefor and the allocation of assessments among the unit owners. The compensation and terms of employment of any such person or persons shall be determined solely by the Board of Administrators and shall be deemed a common expense.

## ARTICLE XII

### Sales, Leases and Mortgages of Unit Ownership Estates

#### (1) Restriction on Severance of Appurtenant Interest.

No unit owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his unit ownership estate without including therein the following:

- (a) The undivided interest in the common elements appurtenant thereto;
- (b) The interest of such unit owner in any unit ownership estates acquired by the Board of Administrators or its designee on behalf of all unit owners.
- (c) The interest of such unit owner in any other assets of the Association.

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

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

#### (3) Payment of Assessment for Common Expenses.

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

(4) Mortgage of Unit Ownership Estate. Any unit owner shall have the express right from time to time to mortgage or encumber his unit ownership estate by mortgage, deed of trust, or other security instrument. A unit owner who mortgages his unit ownership estate in Oakclaire Town Villa Condominiums shall immediately, upon the execution and delivery of such mortgage, notify the Board of Administrators of such mortgage, giving the name and address of his mortgagee. A copy of said mortgage shall be enclosed with such notice. The Secretary of the Association shall maintain all mortgage information filed from the copies of the individual mortgages furnished in a book designated "Mortgagees of Units". Upon the release of any such mortgage or upon being advised of a change in the ownership of such mortgage, the unit owner shall be responsible for immediately notifying the Secretary of the Association thereof.

### ARTICLE XIII

#### Restrictions And Requirements Respecting Use And Maintenance Of Unit And Common Elements

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

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

- (a) To enter the unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Administrators shall not thereby deemed guilty in any manner of trespass; or
- (b) To enjoin, abate or remedy, by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

### ARTICLE XIV

#### Conflict with Declaration or Unit Ownership Estate Act.

These Bylaws have been compiled and adopted in order to fully comply with the requirements of the Unit Ownership Estate

Act of the State of Oklahoma, Title 60, Oklahoma Statutes Annotated, Sections 501-503, inclusive, and to implement and supplement such Act and the Declaration of Unit Ownership Estate for Oakclaire Town Villa Condominiums. If any of these Bylaws conflict with the provisions of said Act or said Declaration, the provisions of the Act or Declaration will control. Such interpretation will be given these Bylaws where possible as will avoid any conflict with such Act or Declaration.

#### ARTICLE XV

##### Non-Profit Association

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

#### ARTICLE XVI

##### Amendment to Bylaws

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

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

## ARTICLE XVII

### Miscellaneous

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

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

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

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

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

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

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

(5) Waiver. The failure of the Board of Administrators or Managing Agent or Manager to insist in any one or more instances upon the strict performance of any of the terms, covenants, conditions or restrictions of these Bylaws, the Declaration or the Act, or to exercise any right, remedy or option herein contained or contained in the Declaration or Act, or to serve any notice, or to institute any action, shall not be construed as a waiver or relinquishment for the future of any



such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Board of Administrators or Managing Agent of any assessment from a unit owner with knowledge of the breach of any covenant hereof shall not be deemed as a waiver of such breach and no waiver by the Board of Administrators or Managing Agent of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board of Administrators or Managing Agent.

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

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

(8) Effective Date. These Bylaws shall take effect upon the date of first recording thereof in the Office of the County Clerk of Tulsa County, Oklahoma.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 23rd day of February, 1976.

Ira D. Crews, Jr.  
IRA D. CREWS, JR.

HERBERT J. FORREST, JR., LTD.,  
a Limited Partnership,

By Herbert J. Forrest, Jr.  
General Partner

STATE OF OKLAHOMA )  
                          ) ss.  
COUNTY OF TULSA )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 23 day of February, 1976, personally appeared Ira D. Crews, Jr., to me known to be the identical person who subscribed his name to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

William M. Williams  
Notary Public

My Commission Expires:  
October 7, 1979

