

The Village at Grand Lake!

REAL ESTATE

13 Tracts

Multiple Townhomes and Ready-to-Build Lots
in Modern Retirement Community

AUCTION



Information

BOOKLET

TUESDAY, FEBRUARY 25 AT 6PM

 **SCHRADER**
Real Estate and Auction Company, Inc.

800.451.2709 • SchraderAuction.com

DISCLAIMER

All information contained is believed to be accurate and from accurate resources. However, buyers are encouraged to do their own due diligence. Schrader Auction Company assumes no liability for the information provided.

AUCTION
MANAGER

BRENT WELLINGS • 972.768.5165 • brent@schraderauction.com



950 N. Liberty Dr., Columbia City, IN 46725
800.451.2709 | 260.244.7606 | www.schraderauction.com

Follow us and download our Schrader iOS app



BOOKLET INDEX



Real Estate Auction Registration Forms

Location Map

Tract Map

Tract Descriptions & Auction Terms

Tax Records

Bylaws and Declarations

Preliminary Title

Property Photos



BIDDER PRE-REGISTRATION FORM

TUESDAY, FEBRUARY 25, 2020
13 LOTS – GRAND LAKE, OKLAHOMA

For pre-registration, this form must be received at Schrader Real Estate and Auction Company, Inc.,
P.O. Box 508, Columbia City, IN, 46725,
Email to auctions@schraderauction.com or fax to 260-244-4431, no later than Tuesday, February 18, 2020.
Otherwise, registration available onsite prior to the auction.

BIDDER INFORMATION

(FOR OFFICE USE ONLY)

Name _____

Bidder # _____

Address _____

City/State/Zip _____

Telephone: (Res) _____ (Office) _____

My Interest is in Tract or Tracts # _____

BANKING INFORMATION

Check to be drawn on: (Bank Name) _____

City, State, Zip: _____

Contact: _____ Phone No: _____

HOW DID YOU HEAR ABOUT THIS AUCTION?

☐ Brochure ☐ Newspaper ☐ Signs ☐ Internet ☐ Radio ☐ TV ☐ Friend

☐ Other _____

WOULD YOU LIKE TO BE NOTIFIED OF FUTURE AUCTIONS?

☐ Regular Mail ☐ E-Mail E-Mail address: _____

☐ Tillable ☐ Pasture ☐ Ranch ☐ Timber ☐ Recreational ☐ Building Sites

What states are you interested in? _____

Note: If you will be bidding for a partnership, corporation or other entity, you must bring documentation with you to the auction which authorizes you to bid and sign a Purchase Agreement on behalf of that entity.

I hereby agree to comply with terms of this sale including, but not limited to, paying all applicable buyer's premiums, and signing and performing in accordance with the contract if I am the successful bidder. Schrader Real Estate and Auction Company, Inc. represents the Seller in this transaction.

Signature: _____ Date: _____

Online Auction Bidder Registration
13 Lots • Grand County, Oklahoma
Tuesday, February 25, 2020

This form and deposit are only required if you cannot attend the auction and wish to bid remotely through our online bidding system.

This registration form is for the auction listed above only. The person signing this form is personally responsible for any bids placed on the auction site, whether bidding on behalf of their personal account or on behalf of a corporation or other third party. If you are bidding on behalf of a third party, you are responsible for obtaining the necessary documentation authorizing you to bid on behalf of the third party. Schrader Real Estate and Auction Co., Inc. will look to the herein registered bidder for performance on any bid placed on this auction if you are the successful high bidder.

As the registered bidder, I hereby agree to the following statements:

1. My name and physical address is as follows:

My phone number is: _____

2. I have received the Real Estate Bidder's Package for the auction being held on Tuesday, February 25, 2020 at 6:00 PM.
3. I have read the information contained in the Real Estate Bidder's Package as mailed to me or by reading the documents on the website (www.schraderauction.com) and understand what I have read.
4. I hereby agree to comply with all terms of this sale, including paying all applicable buyer's premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
5. I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
6. I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$_____. I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier's check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full via wire transfer on the next business day if I am not the successful high bidder on any tract or combination of tracts.

Schrader Real Estate & Auction Company, Inc.
950 North Liberty Drive / P.O. Box 508, Columbia City, IN 46725
Phone 260-244-7606; Fax 260-244-4431

For wire instructions please call 1-800-451-2709.

7. My bank routing number is _____ and bank account number is _____.
(This for return of your deposit money). My bank name, address and phone number is:

8. **TECHNOLOGY DISCLAIMER:** Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors, make no warranty or guarantee that the online bidding system will function as designed on the day of sale. Technical problems can and sometimes do occur. If a technical problem occurs and you are not able to place your bid during the live auction, Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors will not be held liable or responsible for any claim of loss, whether actual or potential, as a result of the technical failure. I acknowledge that I am accepting this offer to place bids during a live outcry auction over the Internet *in lieu of actually attending the auction* as a personal convenience to me.
9. This document and your deposit money must be received in the office of Schrader Real Estate & Auction Co., Inc. by **4:00 PM, Tuesday, February 18, 2020**. Send your deposit and return this form via fax to: **260-244-4431**.

I understand and agree to the above statements.

Registered Bidder's signature

Date

Printed Name

This document must be completed in full.

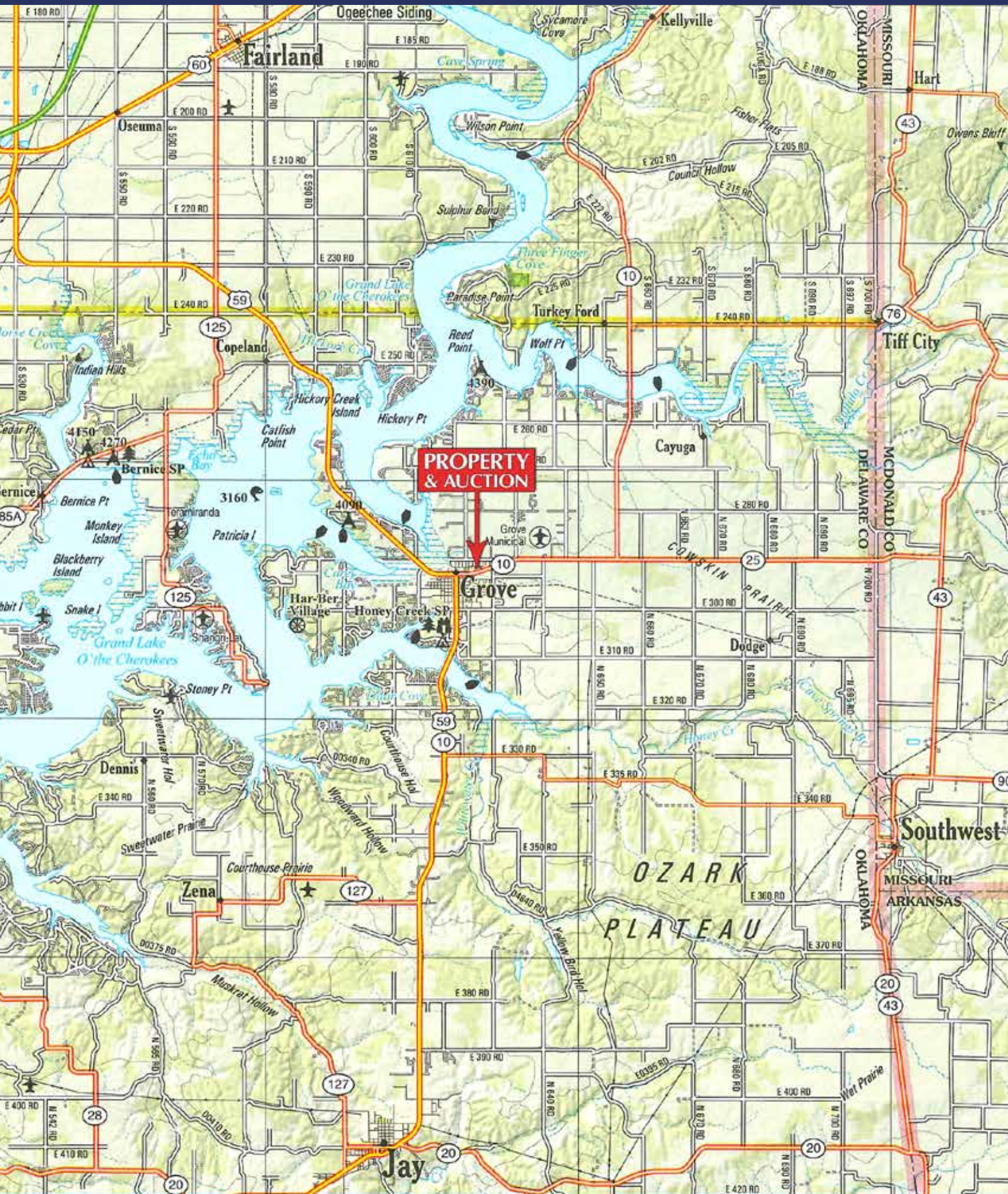
Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:

E-mail address of registered bidder: _____

Thank you for your cooperation. We hope your online bidding experience is satisfying and convenient. If you have any comments or suggestions, please send them to:
kevin@schraderauction.com or call Kevin Jordan at 260-229-1904.

LOCATION MAP

LOCATION MAP

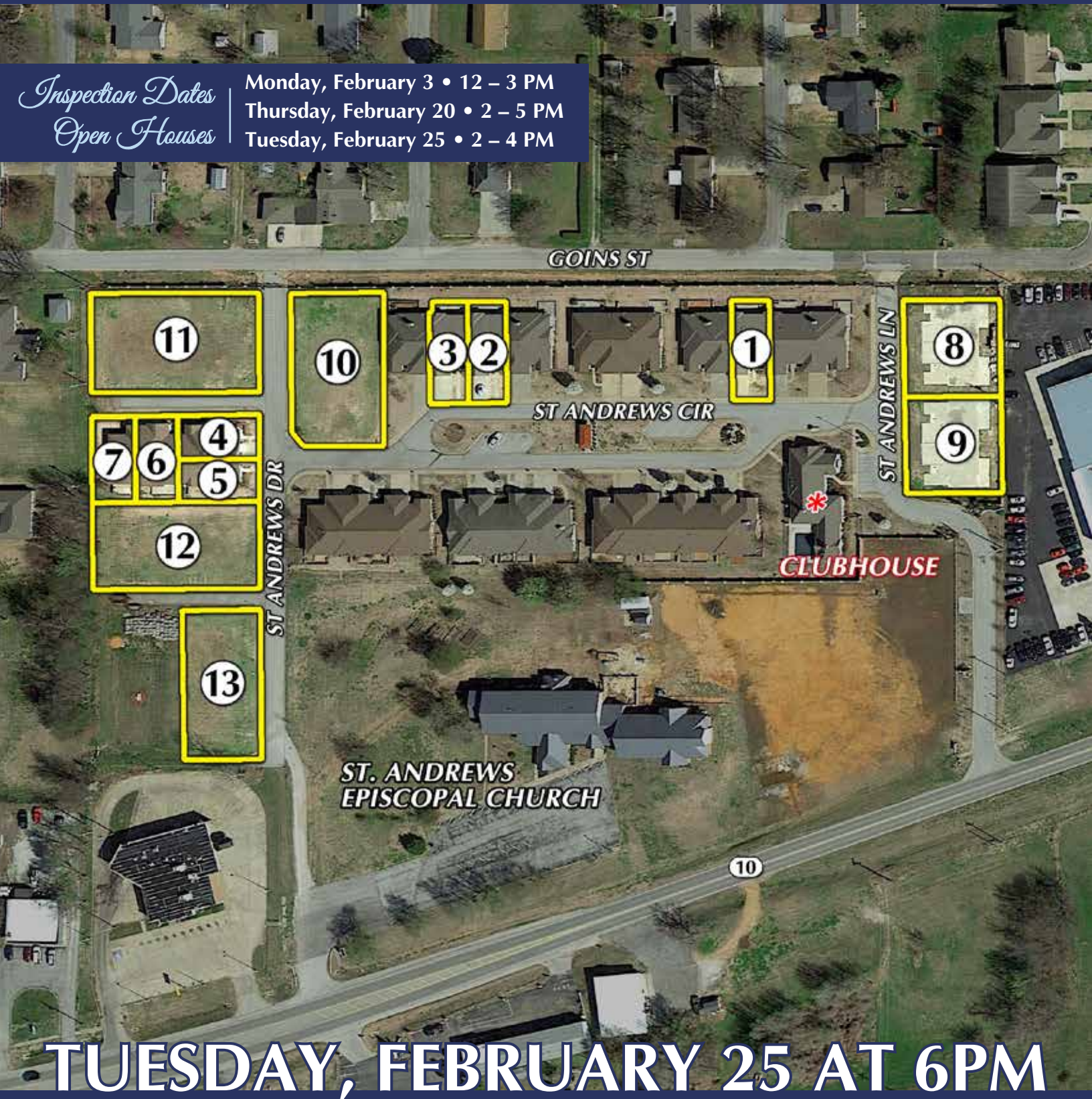


TRACT MAP

TRACT MAP

Inspection Dates
Open Houses

Monday, February 3 • 12 – 3 PM
Thursday, February 20 • 2 – 5 PM
Tuesday, February 25 • 2 – 4 PM



TUESDAY, FEBRUARY 25 AT 6PM

Held on-site in The Village at Grand Lake Club House, 105 St. Andrews Lane, Grove, OK. Watch for signs.
Property located just east of downtown Grove, along Highway 10, directly behind St. Andrews Episcopal Church.



Online Bidding Available You may bid online during the auction at www.schraderauction.com. **You must be registered One Week in Advance of the Auction** to bid online. For online bidding information, call Schrader Auction Company.

TRACT DESCRIPTIONS

The Village at Grand Lake!

REAL ESTATE AUCTION

13 Tracts – Multiple Townhomes and Ready-to-Build Lots in Modern Retirement Community

As soon as you see *The Village at Grand Lake* and meet the wonderful people who call this private community home you will not be able to help admire its charm and inviting feel! Seeking a weekend home near Grand Lake with the vision of retiring there someday? Perhaps you have already retired and are searching a place to permanently call home? The Village at Grand Lake is worth investigating! The private members of the community share an upscale clubhouse with pool, spa, library and community room. The sale includes multiple move-in ready townhomes, partially finished townhomes, poised to be made your own, and ready to build lots for the developer or investor! There is an opportunity here for numerous Buyers to make the purchase that best fits your needs! Look at each tract description to pick what works best for you!

TRACT 1: 607 St. Andrews Circle, a fully finished 1,628 SF unit with 2 Bedrooms and 2 Baths that is ready for its first owner!

TRACT 2: 507 St. Andrews Circle, this 1,628 SF unit is partially finished with a 2 Bed/2 Bath floor plan: drywall, electrical and plumbing in place. Put the finishing touches on this townhome and make it your own!

TRACT 3: 505 St. Andrews Circle, another 1,628 SF unit with a 2 Bed/2 Bath floor plan that is partially finished with drywall, electrical and plumbing all installed. Finish this unit to meet your desires and make it yours!

TRACT 4: 106 St. Andrews Drive, a fully finished 1 Bed/1.5 Bath, 1,248 SF townhome that has appliances installed and was only lived in by one previous tenant!

TRACT 5: 108 St. Andrews Drive is another fully finished unit that is ready to move in! This townhome features a 1 Bed/1.5 Bath floor plan that is 1,248 SF.

TRACT 6: 500 St. Andrews Court, a spacious 2 Bed/2 Bath floor plan that is 1,658 SF and located at the very back of the development and has a wonderful back patio! This unit

is partially finished with drywall, electrical and plumbing in place and ready to finish to your desires!

TRACT 7: 502 St. Andrews Court, another 2 Bed/2 Bath floor plan that is 1,546 SF and partially finished with drywall, plumbing and electrical; finish it your way!

TRACT 8: 101 & 103 St. Andrews Lane, 2 lots with concrete slab poured, great opportunity for the builder or investor to complete construction!

TRACT 9: 105 & 107 St. Andrews Lane, 2 lots with concrete slab poured, great opportunity for the builder or investor to complete construction!

TRACT 10: 101, 103 & 105 St. Andrews Drive, 3 lots for the builder and investor buyers!

TRACT 11: 501, 503 & 505 St. Andrews Court, 3 lots for the builder and investor buyers!

TRACT 12: 200 & 202 St. Andrews Drive + 501 & 503 St. Andrews Place, 4 lots for the builder and investor buyers!

TRACT 13: Units 9-1, 9-2 & 9-3 in The Village at Grand Lake (204, 206 & 208 St. Andrews Drive), 3 more lots to consider for the builder and investor buyers!

Terms and Conditions:

PROCEDURE: Tracts 1 through 13 will be offered in individual tracts, in any combination of these tracts, or as a total unit per auction date and time. There will be open bidding on all tracts and combinations during the auctions as determined by the Auctioneer. Bids on tracts, tract combinations and the total property may compete. The property will be sold in the manner resulting in the highest total sale price.

DOWN PAYMENT: 10% of the total contract purchase price will be due as a down payment on the day of auction, with the balance due in cash at closing. The down payment may be made in the form of cashier's check, personal check, or corporate check. **YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING, SO BE SURE YOU HAVE ARRANGED FINANCING, IF NEEDED, AND ARE CAPABLE OF PAYING CASH AT CLOSING.**

BUYER'S PREMIUM: A 4% Buyer's Premium will be added to the Bid Price and included in the Contract Purchase Price.

APPROVAL OF BID PRICES: All successful bidders will be required to enter into purchase agreements at the auction site immediately following

the close of the auction. The auction bids are subject to the acceptance or rejection by the Seller.

DEED: Seller shall be obligated only to convey a merchantable title by Trustees Deed.

EVIDENCE OF TITLE: Seller agrees to make available to bidder a preliminary title insurance commitment to review prior to auction. The cost of title insurance, if the buyer(s) elects to purchase the title insurance policy, will be the responsibility of the buyer(s). Seller agrees to provide merchantable title to the property subject to matters of record, general conditions of title, and similar related matters. All tracts sold "AS-IS".

CLOSING: The closing shall take place 45 days after the auction or as soon thereafter as applicable closing documents are completed by Seller.

POSSESSION: Possession of the land shall be at closing.

REAL ESTATE TAXES: Real Estate taxes shall be prorated to the date of closing.

MINERALS: Seller specifically excepts and reserves all minerals, including without limitation, oil, gas, coal, coalbed methane, and all other hydrocarbons, lignite, and all metallic minerals, etc., if any, associated with the referenced real estate, and the term "Property" will not include any mineral

rights.

SURVEY: The Seller shall provide a new survey where there is no existing legal description or where new boundaries are created by the tract divisions in this auction. Any need for a new survey shall be determined solely by the Seller. Seller and successful bidder shall each pay half (50:50) of the cost of the survey. The type of survey performed shall be at the Seller's option and sufficient for providing title insurance. Closing prices shall be adjusted to reflect any difference between advertised and surveyed acres, if a new survey is determined to be necessary by the Seller.

ACREAGE, SQUARE FOOTAGE AND TRACTS:

All acreages and square footages are approximate and have been estimated based on current legal descriptions, property tax records and/or aerial photos. Any corrections, additions, or deletions will be made known prior to the auction.

AGENCY: Schrader Real Estate and Auction Company, Inc. and their representatives are exclusive agents of the Seller.

DISCLAIMER AND ABSENCE OF WARRANTIES: All information contained in this brochure and all related materials are subject to the terms and conditions outlined in the

Purchase Agreement. The property is being sold on an "AS IS, WHERE IS" basis, and no warranty or representation, either expressed or implied, concerning the property is made by the Seller or the Auction Company. All sketches and dimensions in the brochure are approximate. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the Seller or the Auction Company. Conduct of the auction and increments of bidding are at the direction and discretion of the Auctioneer. The Seller and Selling Agents reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. All decisions of the Auctioneer are final. **ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE. CORRECTIONS AND CHANGES:** Please arrive prior to scheduled auction time to inspect any changes or additions to the property information.

TAX RECORDS

TAX RECORDS

TRACT 1



Delaware



Data provided by LARENA ELLIS COOK County Assessor

Property Information - Date 12/11/2019

The Delaware County Assessor's Office has made every effort to insure the accuracy of the data contained on this web site; however, this material may be slightly dated which could have an impact on its accuracy.

The information must be accepted and used by the recipient with the understanding that the data was developed and collected only for the purpose of establishing fair market value for ad valorem taxation. Although changes may be made periodically to the tax laws, administrative rules and similar directives, these changes may not always be incorporated in the material on this web site.

The Delaware County Assessor's Office assumes no liability for any damages incurred, whether directly or indirectly, incidental, punitive or consequential, as a result of any errors, omissions or discrepancies in any information published on this web site or by any use of this web site.

Assessment Data			Primary Image			
Account	210076469					
Parcel ID	24N24E-05-0-40424-005-0002					
Cadastral ID	--607 ST ANDREWS CIRCLE					
Property Type	REAL - Real Property					
Property Class	UR					
Tax Area	13 - Grove Urban					
Lot Size	1.00 - Lots					
Owners Name	MYERS, WILLIAM A TRUST P O BOX 450848 GROVE OK 74345-0848					
Parcel Location						
Situs	00607 ST ANDREWS CIR					
Subdivision	Grove-Village at Grand Lake (The)					
Lot/Block	0002 / 0005					
Sec/Twn/Rng	5 - 24N - 24E - 0		Image Date	7/20/2016		
Neighborhood	900111 - VILLAGE AT ST ANDREWS					
Legal Description						
VILLAGE AT GRAND LAKE (THE) UNIT 5-2 1577-517+ 1594-555 1647-607						

TAX RECORDS

TRACT 1



Delaware

Data provided by LARENA ELLIS COOK County Assessor

Property Information - Date 12/11/2019

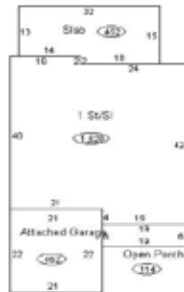
Sale History						
Instrument	Book	Page	Grantor	Date	Price	Code
1647-607	1647	607	MYERS, WILLIAM A	01/2005		4
1594-555	1594	555	MYERS, WILLIAM A D/B/A--WILLIAM	02/2004		1

Billed History							
Tax Year	Billed Owner	Tax Area	Total Value	Exemptions	Taxable Value	Billed Tax	
2019	MYERS, WILLIAM A TRUST	13	59,582	0	5,998	510.00	
2018	MYERS, WILLIAM A TRUST	13	57,580	0	5,713	485.00	
2017	MYERS, WILLIAM A TRUST	13	58,729	0	5,441	463.00	
2016	MYERS, WILLIAM A TRUST	13	45,059	0	5,182	441.00	
2015	MYERS, WILLIAM A TRUST	13	45,059	0	5,182	445.39	

Residential Improvements								
Card	Improvement Type	Condition	Quality	Year	Exterior Wall	HVAC	Base Area	Total Area
1	Town House, Inside Unit	Average	Good	2006	75% Veneer, Brick 25% Veneer, Stone	100% Warmed & Cooled Air	1,628	1,628
	OPEN SLAB PORCH						452	452
	OPEN PORCH W/ROOF						19x6	114

Attached Images

Image ID 88670
Image Date 2/25/2008



Sketch Image. Saved : 05/16/2014 08:46:55P

Image ID 215063
Image Date 7/20/2016



TAX RECORDS

TRACT 1



Delaware

Data provided by LARENA ELLIS COOK County Assessor

Property Information - Date 12/11/2019

Attached Images

Image ID 88669
Image Date 5/30/2008



C:\Terra\Photos\210\076\469-02.jpg

Image ID 88668
Image Date 1/25/2007



C:\Terra\Photos\210\076\469-01.jpg

TAX RECORDS

TRACT 2



Delaware


Data provided by LARENA ELLIS COOK County Assessor

Property Information - Date 12/11/2019

The Delaware County Assessor's Office has made every effort to insure the accuracy of the data contained on this web site; however, this material may be slightly dated which could have an impact on its accuracy.

The information must be accepted and used by the recipient with the understanding that the data was developed and collected only for the purpose of establishing fair market value for ad valorem taxation. Although changes may be made periodically to the tax laws, administrative rules and similar directives, these changes may not always be incorporated in the material on this web site.

The Delaware County Assessor's Office assumes no liability for any damages incurred, whether directly or indirectly, incidental, punitive or consequential, as a result of any errors, omissions or discrepancies in any information published on this web site or by any use of this web site.

Assessment Data			Primary Image			
Account	210076464					
Parcel ID	24N24E-05-0-40424-003-0003					
Cadastral ID	--507 ST ANDREWS CIRCLE					
Property Type	REAL - Real Property					
Property Class	UR					
Tax Area	13 - Grove Urban					
Lot Size	1.00 - Lots					
Owners Name	MYERS, WILLIAM A TRUST P O BOX 450848 GROVE OK 74345-0848		<div>Image Date7/20/2016</div>			
Parcel Location						
Situs	00507 ST ANDREWS CIR					
Subdivision	Grove-Village at Grand Lake (The)					
Lot/Block	0003 / 0003					
Sec/Twn/Rng	5 - 24N - 24E - 0					
Neighborhood	900111 - VILLAGE AT ST ANDREWS					
Legal Description						
VILLAGE AT GRAND LAKE (THE) UNIT 3-3 1577-517+ 1594-555 1647-607						

TAX RECORDS

TRACT 2



Delaware

Data provided by LARENA ELLIS COOK County Assessor

Property Information - Date 12/11/2019

Sale History							
Instrument	Book	Page	Grantor	Date	Price	Code	
1647-607	1647	607	MYERS, WILLIAM A	01/2005		4	
1594-555	1594	555	MYERS, WILLIAM A D/B/A--WILLIAM	02/2004		1	

Billed History							
Tax Year	Billed Owner	Tax Area	Total Value	Exemptions	Taxable Value	Billed Tax	
2019	MYERS, WILLIAM A TRUST	13	59,582	0	5,998	510.00	
2018	MYERS, WILLIAM A TRUST	13	57,580	0	5,713	485.00	
2017	MYERS, WILLIAM A TRUST	13	58,729	0	5,441	463.00	
2016	MYERS, WILLIAM A TRUST	13	45,059	0	5,182	441.00	
2015	MYERS, WILLIAM A TRUST	13	45,059	0	5,182	445.39	

Residential Improvements								
Card	Improvement Type	Condition	Quality	Year	Exterior Wall	HVAC	Base Area	Total Area
1	Town House, Inside Unit	Average	Good	2006	25% Veneer, Stone 75% Veneer, Brick	100% Warmed & Cooled Air	1,628	1,628
	Porch, Open Slab						452	452
	Porch, Slab Porch with Roof						19x6	114

Attached Images

Image ID 215082
Image Date 7/20/2016



Image ID 88656
Image Date 1/14/2009



Sketch Image. Saved : 07/20/2016 03:01:28P

TAX RECORDS

TRACT 2



Delaware

Data provided by LARENA ELLIS COOK County Assessor

Property Information - Date 12/11/2019

Attached Images

Image ID 88655
Image Date 5/30/2008



C:\Terra\Photos\210\076\464-02.jpg

Image ID 88654
Image Date 1/25/2007



C:\Terra\Photos\210\076\464-01.jpg

TAX RECORDS

TRACT 3



Delaware


Data provided by LARENA ELLIS COOK County Assessor

Property Information - Date 12/11/2019

The Delaware County Assessor's Office has made every effort to insure the accuracy of the data contained on this web site; however, this material may be slightly dated which could have an impact on its accuracy.

The information must be accepted and used by the recipient with the understanding that the data was developed and collected only for the purpose of establishing fair market value for ad valorem taxation. Although changes may be made periodically to the tax laws, administrative rules and similar directives, these changes may not always be incorporated in the material on this web site.

The Delaware County Assessor's Office assumes no liability for any damages incurred, whether directly or indirectly, incidental, punitive or consequential, as a result of any errors, omissions or discrepancies in any information published on this web site or by any use of this web site.

Assessment Data			Primary Image			
Account	210076463					
Parcel ID	24N24E-05-0-40424-003-0002					
Cadastral ID	--505 ST ANDREWS CIRCLE					
Property Type	REAL - Real Property					
Property Class	UR					
Tax Area	13 - Grove Urban					
Lot Size	1.00 - Lots					
Owners Name	MYERS, WILLIAM A TRUST P O BOX 450848 GROVE OK 74345-0848					
Parcel Location						
Situs	00505 ST ANDREWS CIR					
Subdivision	Grove-Village at Grand Lake (The)					
Lot/Block	0002 / 0003					
Sec/Twn/Rng	5 - 24N - 24E - 0					
Neighborhood	900111 - VILLAGE AT ST ANDREWS					
Legal Description						
VILLAGE AT GRAND LAKE (THE) UNIT 3-2 1577-517+ 1594-555 1647-607						

TAX RECORDS

TRACT 3



Delaware

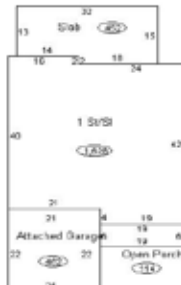

Data provided by LARENA ELLIS COOK County Assessor

Property Information - Date 12/11/2019

Sale History						
Instrument	Book	Page	Grantor	Date	Price	Code
1647-607	1647	607	MYERS, WILLIAM A	01/2005		4
1594-555	1594	555	MYERS, WILLIAM A D/B/A--WILLIAM	02/2004		1

Billed History						
Tax Year	Billed Owner	Tax Area	Total Value	Exemptions	Taxable Value	Billed Tax
2019	MYERS, WILLIAM A TRUST	13	59,582	0	5,998	510.00
2018	MYERS, WILLIAM A TRUST	13	57,580	0	5,713	485.00
2017	MYERS, WILLIAM A TRUST	13	58,729	0	5,441	463.00
2016	MYERS, WILLIAM A TRUST	13	45,059	0	5,182	441.00
2015	MYERS, WILLIAM A TRUST	13	45,059	0	5,182	445.39

Residential Improvements								
Card	Improvement Type	Condition	Quality	Year	Exterior Wall	HVAC	Base Area	Total Area
1	Town House, Inside Unit	Average	Good	2006	25% Veneer, Stone 75% Veneer, Brick	100% Warmed & Cooled Air	1,628	1,628
	OPEN SLAB PORCH						452	452
	OPEN PORCH W/ROOF						19x6	114

Attached Images	
<p>Image ID 88653</p> <p>Image Date 1/14/2009</p>  <p>Sketch Image. Saved : 05/16/2014 08:46:31P</p>	<p>Image ID 215084</p> <p>Image Date 7/20/2016</p> 

TAX RECORDS

TRACT 3



Delaware

Data provided by LARENA ELLIS COOK County Assessor

Property Information - Date 12/11/2019

Attached Images

Image ID 88651
Image Date 5/30/2008



C:\Terra\Photos\210\076\463-01.jpg

Image ID 88652
Image Date 1/25/2007



C:\Terra\Photos\210\076\463-02.jpg

TAX RECORDS

TRACT 4



Delaware


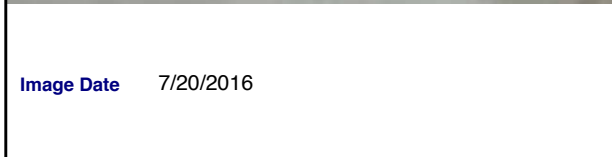
Data provided by LARENA ELLIS COOK County Assessor

Property Information - Date 12/28/2019

The Delaware County Assessor's Office has made every effort to insure the accuracy of the data contained on this web site; however, this material may be slightly dated which could have an impact on its accuracy.

The information must be accepted and used by the recipient with the understanding that the data was developed and collected only for the purpose of establishing fair market value for ad valorem taxation. Although changes may be made periodically to the tax laws, administrative rules and similar directives, these changes may not always be incorporated in the material on this web site.

The Delaware County Assessor's Office assumes no liability for any damages incurred, whether directly or indirectly, incidental, punitive or consequential, as a result of any errors, omissions or discrepancies in any information published on this web site or by any use of this web site.

Assessment Data		Primary Image	
Account	210076478		
Parcel ID	24N24E-05-0-40424-007-0003		
Cadastral ID	--106 ST ANDREWS DRIVE		
Property Type	REAL - Real Property		
Property Class	UR		
Tax Area	13 - Grove Urban		
Lot Size	1.00 - Lots		
Owners Name	MYERS, WILLIAM A TRUST P O BOX 450848 GROVE OK 74345-0848		
Parcel Location			
Situs	00106 ST ANDREWS DR		
Subdivision	Grove-Village at Grand Lake (The)		
Lot/Block	0003 / 0007		
Sec/Twn/Rng	5 - 24N - 24E - 0		
Neighborhood	900111 - VILLAGE AT ST ANDREWS	Image Date	7/20/2016
Legal Description			
VILLAGE AT GRAND LAKE (THE) UNIT 7-3 1577-517+ 1594-555 1647-607			

TAX RECORDS

TRACT 4



Delaware

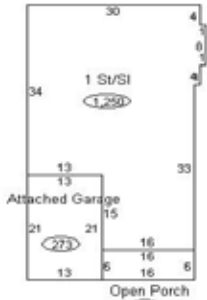

Data provided by LARENA ELLIS COOK County Assessor

Property Information - Date 12/28/2019

Sale History						
Instrument	Book	Page	Grantor	Date	Price	Code
1647-607	1647	607	MYERS, WILLIAM A	01/2005		4
1594-555	1594	555	MYERS, WILLIAM A D/B/A--WILLIAM	02/2004		1

Billed History						
Tax Year	Billed Owner	Tax Area	Total Value	Exemptions	Taxable Value	Billed Tax
2019	MYERS, WILLIAM A TRUST	13	61,799	0	6,219	529.00
2018	MYERS, WILLIAM A TRUST	13	61,021	0	5,923	503.00
2017	MYERS, WILLIAM A TRUST	13	60,579	0	5,641	480.00
2016	MYERS, WILLIAM A TRUST	13	46,716	0	5,372	457.00
2015	MYERS, WILLIAM A TRUST	13	46,716	0	5,372	461.72

Residential Improvements							
Card	Improvement Type	Condition	Quality	Year	Exterior Wall	HVAC	Base Area Total Area
1	Town House, End Unit	Average	Good	2007	75% Veneer, Brick 25% Veneer, Stone	100% Warmed & Cooled Air	1,250 1,250
	OPEN PORCH W/ROOF						16x6 96

Attached Images	
<p>Image ID 88688</p> <p>Image Date 1/14/2009</p>  <p>Sketch Image. Saved : 05/16/2014 08:47:15P</p>	<p>Image ID 215091</p> <p>Image Date 7/20/2016</p> 

TAX RECORDS

TRACT 4



Delaware

Data provided by LARENA ELLIS COOK County Assessor

Property Information - Date 12/28/2019

Attached Images

Image ID 88687
Image Date 5/30/2008



C:\Terra\Photos\210\076\478-03.jpg

Image ID 88686
Image Date 12/14/2007



C:\Terra\Photos\210\076\478-02.jpg

Image ID 88685
Image Date 12/14/2007



C:\Terra\Photos\210\076\478-01.jpg

TAX RECORDS

TRACT 5



Delaware


Data provided by LARENA ELLIS COOK County Assessor

Property Information - Date 12/28/2019

The Delaware County Assessor's Office has made every effort to insure the accuracy of the data contained on this web site; however, this material may be slightly dated which could have an impact on its accuracy.

The information must be accepted and used by the recipient with the understanding that the data was developed and collected only for the purpose of establishing fair market value for ad valorem taxation. Although changes may be made periodically to the tax laws, administrative rules and similar directives, these changes may not always be incorporated in the material on this web site.

The Delaware County Assessor's Office assumes no liability for any damages incurred, whether directly or indirectly, incidental, punitive or consequential, as a result of any errors, omissions or discrepancies in any information published on this web site or by any use of this web site.

Assessment Data			Primary Image				
Account	210076479						
Parcel ID	24N24E-05-0-40424-007-0004						
Cadastral ID	--108 ST ANDREWS DRIVE						
Property Type	REAL - Real Property						
Property Class	UR						
Tax Area	13 - Grove Urban						
Lot Size	1.00 - Lots						
Owners Name	MYERS, WILLIAM A TRUST P O BOX 450848 GROVE OK 74345-0848						
Parcel Location							
Situs	00108 ST ANDREWS DR						
Subdivision	Grove-Village at Grand Lake (The)						
Lot/Block	0004 / 0007						
Sec/Twn/Rng	5 - 24N - 24E - 0						
Neighborhood	900111 - VILLAGE AT ST ANDREWS						
Legal Description			Image Date 7/20/2016				
VILLAGE AT GRAND LAKE (THE) UNIT 7-4 1577-517+ 1594-555 1647-607							
Valuation	2020	2019	Tax Detail (Millages)		%	Mills	Dollars
Land Value	0	0	C001	DELAWARE COUNTY			
Improvements	61,737	61,737		GENERAL FUND	12.3	10.45	68.09
Mobile Home	0	0		HEALTH FUND	2.5	2.09	13.62
Fair Market Value	61,737	61,737		LIBRARY FUND	2.5	2.09	13.62
Taxable Value - Capped	56,706	54,006		SCHOOL FOUR MILL	4.9	4.18	27.23
Assesment Ratio	11.5%	11.5%	SI02	GROVE ISD			
Gross Assessed	6,521	6,211		GENERAL FUND	42.8	36.40	237.16
Exemptions	0	0		BUILDING FUND	6.1	5.20	33.88
Net Assessed	6,521	6,211		SINKING FUND	12.3	10.47	68.22
Tax Rate	85.0300	85.0300	T040	GROVE			
Estimated Taxes	554.00	528.00	V001	NORTHEAST TECH CENTER			
				GENERAL FUND	12.3	10.45	68.09
				BUILDING FUND	1.2	1.00	6.52
				GEMS GROVE-DELAWARE EMS BD 21			
				GENERAL FUND EMS	3.2	2.70	17.59

TAX RECORDS

TRACT 5



Delaware

Data provided by LARENA ELLIS COOK County Assessor

Property Information - Date 12/28/2019

Sale History

Instrument	Book	Page	Grantor	Date	Price	Code
1647-607	1647	607	MYERS, WILLIAM A	01/2005		4
1594-555	1594	555	MYERS, WILLIAM A D/B/A--WILLIAM	02/2004		1

Billed History

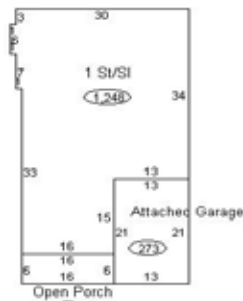
Tax Year	Billed Owner	Tax Area	Total Value	Exemptions	Taxable Value	Billed Tax
2019	MYERS, WILLIAM A TRUST	13	61,737	0	6,211	528.00
2018	MYERS, WILLIAM A TRUST	13	60,954	0	5,915	502.00
2017	MYERS, WILLIAM A TRUST	13	60,513	0	5,633	480.00
2016	MYERS, WILLIAM A TRUST	13	46,654	0	5,365	457.00
2015	MYERS, WILLIAM A TRUST	13	46,654	0	5,365	461.12

Residential Improvements

Card	Improvement Type	Condition	Quality	Year	Exterior Wall	HVAC	Base Area	Total Area
1	Town House, End Unit	Average	Good	2007	75% Veneer, Brick 25% Veneer, Stone	100% Warmed & Cooled Air	1,248	1,248
	OPEN PORCH W/ROOF						16x6	96

Attached Images

Image ID 88692
Image Date 5/31/2008



Sketch Image. Saved : 05/16/2014 08:47:19P

Image ID 215093
Image Date 7/20/2016



TAX RECORDS

TRACT 5



Delaware

Data provided by LARENA ELLIS COOK County Assessor

Property Information - Date 12/28/2019

Attached Images

Image ID 88691
Image Date 5/30/2008



C:\Terra\Photos\210\076\479-03.jpg

Image ID 88690
Image Date 12/14/2007



C:\Terra\Photos\210\076\479-02.jpg

Image ID 88689
Image Date 12/14/2007



C:\Terra\Photos\210\076\479-01.jpg

TAX RECORDS

TRACT 6



Delaware



Data provided by LARENA ELLIS COOK County Assessor

Property Information - Date 12/28/2019

The Delaware County Assessor's Office has made every effort to insure the accuracy of the data contained on this web site; however, this material may be slightly dated which could have an impact on its accuracy.

The information must be accepted and used by the recipient with the understanding that the data was developed and collected only for the purpose of establishing fair market value for ad valorem taxation. Although changes may be made periodically to the tax laws, administrative rules and similar directives, these changes may not always be incorporated in the material on this web site.

The Delaware County Assessor's Office assumes no liability for any damages incurred, whether directly or indirectly, incidental, punitive or consequential, as a result of any errors, omissions or discrepancies in any information published on this web site or by any use of this web site.

Assessment Data			Primary Image			
Account	210076476					
Parcel ID	24N24E-05-0-40424-007-0001					
Cadastral ID	--500 ST ANDREWS COURT					
Property Type	REAL - Real Property					
Property Class	UR					
Tax Area	13 - Grove Urban					
Lot Size	1.00 - Lots					
Owners Name	MYERS, WILLIAM A TRUST P O BOX 450848 GROVE OK 74345-0848					
Parcel Location						
Situs	00500 ST ANDREWS CT					
Subdivision	Grove-Village at Grand Lake (The)					
Lot/Block	0001 / 0007					
Sec/Twn/Rng	5 - 24N - 24E - 0		Image Date	7/20/2016		
Neighborhood	900111 - VILLAGE AT ST ANDREWS					
Legal Description						
VILLAGE AT GRAND LAKE (THE) UNIT 7-1 1577-517+ 1594-555 1647-607						

TAX RECORDS

TRACT 6



Delaware

Data provided by LARENA ELLIS COOK County Assessor

Property Information - Date 12/28/2019

Sale History						
Instrument	Book	Page	Grantor	Date	Price	Code
1647-607	1647	607	MYERS, WILLIAM A	01/2005		4
1594-555	1594	555	MYERS, WILLIAM A D/B/A--WILLIAM	02/2004		1

Billed History						
Tax Year	Billed Owner	Tax Area	Total Value	Exemptions	Taxable Value	Billed Tax
2019	MYERS, WILLIAM A TRUST	13	78,994	0	8,184	696.00
2018	MYERS, WILLIAM A TRUST	13	77,991	0	7,794	661.00
2017	MYERS, WILLIAM A TRUST	13	77,517	0	7,423	632.00
2016	MYERS, WILLIAM A TRUST	13	61,476	0	7,070	602.00
2015	MYERS, WILLIAM A TRUST	13	61,476	0	7,070	607.67

Residential Improvements								
Card	Improvement Type	Condition	Quality	Year	Exterior Wall	HVAC	Base Area	Total Area
1	Town House, End Unit	Average	Good	2007	75% Veneer, Brick 25% Veneer, Stone	100% Warmed & Cooled Air	1,658	1,658
	Porch, Slab Porch with Roof						118	118
	Porch, Open Slab						17x14	238

Attached Images	
<p>Image ID 215095</p> <p>Image Date 7/20/2016</p> 	<p>Image ID 88679</p> <p>Image Date 5/30/2008</p>  <p>C:\Terra\Photos\210\076\476-03.jpg</p>

TAX RECORDS

TRACT 6



Delaware

Data provided by LARENA ELLIS COOK County Assessor

Property Information - Date 12/28/2019

Attached Images

Image ID 88680
Image Date 3/5/2008



Sketch Image. Saved : 07/20/2016 03:08:53P

Image ID 88678
Image Date 12/14/2007



C:\Terra\Photos\210\076\476-02.jpg

Image ID 88677
Image Date 12/14/2007



C:\Terra\Photos\210\076\476-01.jpg

TAX RECORDS

TRACT 7



Delaware



Data provided by LARENA ELLIS COOK County Assessor

Property Information - Date 12/28/2019

The Delaware County Assessor's Office has made every effort to insure the accuracy of the data contained on this web site; however, this material may be slightly dated which could have an impact on its accuracy.

The information must be accepted and used by the recipient with the understanding that the data was developed and collected only for the purpose of establishing fair market value for ad valorem taxation. Although changes may be made periodically to the tax laws, administrative rules and similar directives, these changes may not always be incorporated in the material on this web site.

The Delaware County Assessor's Office assumes no liability for any damages incurred, whether directly or indirectly, incidental, punitive or consequential, as a result of any errors, omissions or discrepancies in any information published on this web site or by any use of this web site.

Assessment Data			Primary Image			
Account	210076477					
Parcel ID	24N24E-05-0-40424-007-0002					
Cadastral ID	--502 ST ANDREWS COURT					
Property Type	REAL - Real Property					
Property Class	UR					
Tax Area	13 - Grove Urban					
Lot Size	1.00 - Lots					
Owners Name	MYERS, WILLIAM A TRUST P O BOX 450848 GROVE OK 74345-0848					
Parcel Location			 \\tsclient\E\DCIM\101MSDCF\DSC00063.JPG Image Date 7/21/2016			
Situs	00502 ST ANDREWS CT					
Subdivision	Grove-Village at Grand Lake (The)					
Lot/Block	0002 / 0007					
Sec/Twn/Rng	5 - 24N - 24E - 0					
Neighborhood	900111 - VILLAGE AT ST ANDREWS					
Legal Description						
VILLAGE AT GRAND LAKE (THE) UNIT 7-2 1577-517+ 1594-555 1647-607						

TAX RECORDS

TRACT 7



Delaware

Data provided by LARENA ELLIS COOK County Assessor

Property Information - Date 12/28/2019

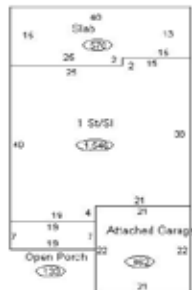
Sale History						
Instrument	Book	Page	Grantor	Date	Price	Code
1647-607	1647	607	MYERS, WILLIAM A	01/2005		4
1594-555	1594	555	MYERS, WILLIAM A D/B/A--WILLIAM	02/2004		1

Billed History							
Tax Year	Billed Owner	Tax Area	Total Value	Exemptions	Taxable Value	Billed Tax	
2019	MYERS, WILLIAM A TRUST	13	72,064	0	7,391	628.00	
2018	MYERS, WILLIAM A TRUST	13	71,167	0	7,039	597.00	
2017	MYERS, WILLIAM A TRUST	13	70,672	0	6,704	571.00	
2016	MYERS, WILLIAM A TRUST	13	55,522	0	6,385	543.00	
2015	MYERS, WILLIAM A TRUST	13	55,522	0	6,385	548.79	

Residential Improvements								
Card	Improvement Type	Condition	Quality	Year	Exterior Wall	HVAC	Base Area	Total Area
1	Town House, Inside Unit	Average	Good	2007	75% Veneer, Brick 25% Veneer, Stone	100% Warmed & Cooled Air	1,546	1,546
	OPEN PORCH W/ROOF						19x7	133
	OPEN SLAB PORCH						570	570

Attached Images

Image ID 88684
Image Date 3/5/2008



Sketch Image. Saved : 05/16/2014 08:47:11P

Image ID 215097
Image Date 7/21/2016



\\tsclient\E\DCIM\101MSDCF\DSC00064.JPG

TAX RECORDS

TRACT 7



Delaware

Data provided by LARENA ELLIS COOK County Assessor

Property Information - Date 12/28/2019

Attached Images

Image ID 88683
Image Date 5/30/2008



C:\Terra\Photos\210\076\477-03.jpg

Image ID 88682
Image Date 12/14/2007



C:\Terra\Photos\210\076\477-02.jpg

Image ID 88681
Image Date 12/14/2007



C:\Terra\Photos\210\076\477-01.jpg

TAX RECORDS

TRACT 8



Delaware

Data provided by LARENA ELLIS COOK County Assessor

Property Information - Date 12/11/2019

The Delaware County Assessor's Office has made every effort to insure the accuracy of the data contained on this web site; however, this material may be slightly dated which could have an impact on its accuracy.

The information must be accepted and used by the recipient with the understanding that the data was developed and collected only for the purpose of establishing fair market value for ad valorem taxation. Although changes may be made periodically to the tax laws, administrative rules and similar directives, these changes may not always be incorporated in the material on this web site.

The Delaware County Assessor's Office assumes no liability for any damages incurred, whether directly or indirectly, incidental, punitive or consequential, as a result of any errors, omissions or discrepancies in any information published on this web site or by any use of this web site.

Assessment Data			Primary Image			
Account	210076472		No Image On File			
Parcel ID	24N24E-05-0-40424-06A-0001					
Cadastral ID	--101 ST ANDREWS LANE					
Property Type	REAL - Real Property					
Property Class	UR					
Tax Area	13 - Grove Urban					
Lot Size	1.00 - Lots					
Owners Name	MYERS, WILLIAM A TRUST P O BOX 450848 GROVE OK 74345-0848					
Parcel Location						
Situs	00101 ST ANDREWS LN					
Subdivision	Grove-Village at Grand Lake (The)					
Lot/Block	0001 / 0006					
Sec/Twn/Rng	5 - 24N - 24E - 0					
Neighborhood	900111 - VILLAGE AT ST ANDREWS					
Legal Description						
VILLAGE AT GRAND LAKE (THE) UNIT 6A-1 1577-517+ 1594-555 1647-607 1731-259						

TAX RECORDS

TRACT 8



Delaware

Data provided by LARENA ELLIS COOK County Assessor

Property Information - Date 12/11/2019

Sale History							
Instrument	Book	Page	Grantor	Date	Price	Code	
1647-607	1647	607	MYERS, WILLIAM A	01/2005		4	
1594-555	1594	555	MYERS, WILLIAM A D/B/A~WILLIAM	02/2004		1	

Billed History							
Tax Year	Billed Owner		Tax Area	Total Value	Exemptions	Taxable Value	Billed Tax
2019	MYERS, WILLIAM A TRUST		13	3,700	0	426	36.00
2018	MYERS, WILLIAM A TRUST		13	3,700	0	426	36.00
2017	MYERS, WILLIAM A TRUST		13	3,700	0	426	36.00
2016	MYERS, WILLIAM A TRUST		13	3,700	0	426	36.00
2015	MYERS, WILLIAM A TRUST		13	3,700	0	426	36.61

Residential Improvements								
Card	Improvement Type	Condition	Quality	Year	Exterior Wall	HVAC	Base Area	Total Area
1	None							

TAX RECORDS

TRACT 8



Delaware

Data provided by LARENA ELLIS COOK County Assessor

Property Information - Date 12/11/2019

The Delaware County Assessor's Office has made every effort to insure the accuracy of the data contained on this web site; however, this material may be slightly dated which could have an impact on its accuracy.

The information must be accepted and used by the recipient with the understanding that the data was developed and collected only for the purpose of establishing fair market value for ad valorem taxation. Although changes may be made periodically to the tax laws, administrative rules and similar directives, these changes may not always be incorporated in the material on this web site.

The Delaware County Assessor's Office assumes no liability for any damages incurred, whether directly or indirectly, incidental, punitive or consequential, as a result of any errors, omissions or discrepancies in any information published on this web site or by any use of this web site.

Assessment Data			Primary Image			
Account	210076473		No Image On File			
Parcel ID	24N24E-05-0-40424-06A-0002					
Cadastral ID	--103 ST ANDREWS LANE					
Property Type	REAL - Real Property					
Property Class	UR					
Tax Area	13 - Grove Urban					
Lot Size	1.00 - Lots					
Owners Name	MYERS, WILLIAM A TRUST P O BOX 450848 GROVE OK 74345-0848					
Parcel Location						
Situs	00103 ST ANDREWS LN					
Subdivision	Grove-Village at Grand Lake (The)					
Lot/Block	0002 / 0006					
Sec/Twn/Rng	5 - 24N - 24E - 0					
Neighborhood	900111 - VILLAGE AT ST ANDREWS					
Legal Description						
VILLAGE AT GRAND LAKE (THE) UNIT 6A-2 1577-517+ 1594-555 1647-607 1731-259						

TAX RECORDS

TRACT 8



Delaware

Data provided by LARENA ELLIS COOK County Assessor

Property Information - Date 12/11/2019

Sale History							
Instrument	Book	Page	Grantor	Date	Price	Code	
1647-607	1647	607	MYERS, WILLIAM A	01/2005		4	
1594-555	1594	555	MYERS, WILLIAM A D/B/A~WILLIAM	02/2004		1	

Billed History							
Tax Year	Billed Owner	Tax Area	Total Value	Exemptions	Taxable Value	Billed Tax	
2019	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00	
2018	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00	
2017	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00	
2016	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00	
2015	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.61	

Residential Improvements								
Card	Improvement Type	Condition	Quality	Year	Exterior Wall	HVAC	Base Area	Total Area
1	None							

TAX RECORDS

TRACT 9



Delaware

Data provided by LARENA ELLIS COOK County Assessor

Property Information - Date 12/11/2019

The Delaware County Assessor's Office has made every effort to insure the accuracy of the data contained on this web site; however, this material may be slightly dated which could have an impact on its accuracy.

The information must be accepted and used by the recipient with the understanding that the data was developed and collected only for the purpose of establishing fair market value for ad valorem taxation. Although changes may be made periodically to the tax laws, administrative rules and similar directives, these changes may not always be incorporated in the material on this web site.

The Delaware County Assessor's Office assumes no liability for any damages incurred, whether directly or indirectly, incidental, punitive or consequential, as a result of any errors, omissions or discrepancies in any information published on this web site or by any use of this web site.

Assessment Data			Primary Image								
Account	210076474		No Image On File								
Parcel ID	24N24E-05-0-40424-06B-0003										
Cadastral ID	--105 ST ANDREWS LANE										
Property Type	REAL - Real Property										
Property Class	UR										
Tax Area	13 - Grove Urban										
Lot Size	1.00 - Lots										
Owners Name	MYERS, WILLIAM A TRUST P O BOX 450848 GROVE OK 74345-0848										
Parcel Location			Image Date								
Situs	00105 ST ANDREWS LN										
Subdivision	Grove-Village at Grand Lake (The)										
Lot/Block	0003 / 0006										
Sec/Twn/Rng	5 - 24N - 24E - 0										
Neighborhood	900111 - VILLAGE AT ST ANDREWS										
Legal Description											
VILLAGE AT GRAND LAKE (THE) UNIT 6B-3 1577-517+ 1594-555 1647-607 1731-259											
Valuation			2020		2019		Tax Detail (Millages)		%	Mills	Dollars
Land Value	3,700		3,700		C001		DELAWARE COUNTY				
Improvements	0		0				GENERAL FUND		12.3	10.45	4.42
Mobile Home	0		0				HEALTH FUND		2.5	2.09	.88
Fair Market Value	3,700		3,700				LIBRARY FUND		2.5	2.09	.88
Taxable Value - Capped	3,700		3,700				SCHOOL FOUR MILL		4.9	4.18	1.77
Assesment Ratio	11.5%		11.5%		SI02		GROVE ISD				
Gross Assessed	426		426				GENERAL FUND		42.8	36.40	15.41
Exemptions	0		0				BUILDING FUND		6.1	5.20	2.20
Net Assessed	426		426				SINKING FUND		12.3	10.47	4.43
Tax Rate	85.0300		85.0300		T040		GROVE				
Estimated Taxes	36.00		36.00		V001		NORTHEAST TECH CENTER				
							GENERAL FUND		12.3	10.45	4.42
							BUILDING FUND		1.2	1.00	.42
							GEMS GROVE-DELAWARE EMS BD 21				
							GENERAL FUND EMS		3.2	2.70	1.14

TAX RECORDS

TRACT 9



Delaware

Data provided by LARENA ELLIS COOK County Assessor

Property Information - Date 12/11/2019

Sale History

Instrument	Book	Page	Grantor	Date	Price	Code
1647-607	1647	607	MYERS, WILLIAM A	01/2005		4
1594-555	1594	555	MYERS, WILLIAM A D/B/A--WILLIAM	02/2004		1

Billed History

Tax Year	Billed Owner	Tax Area	Total Value	Exemptions	Taxable Value	Billed Tax
2019	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00
2018	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00
2017	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00
2016	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00
2015	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.61

Residential Improvements

Card	Improvement Type	Condition	Quality	Year	Exterior Wall	HVAC	Base Area	Total Area
1	None							

TAX RECORDS

TRACT 9



Delaware

Data provided by LARENA ELLIS COOK County Assessor

Property Information - Date 12/11/2019

The Delaware County Assessor's Office has made every effort to insure the accuracy of the data contained on this web site; however, this material may be slightly dated which could have an impact on its accuracy.

The information must be accepted and used by the recipient with the understanding that the data was developed and collected only for the purpose of establishing fair market value for ad valorem taxation. Although changes may be made periodically to the tax laws, administrative rules and similar directives, these changes may not always be incorporated in the material on this web site.

The Delaware County Assessor's Office assumes no liability for any damages incurred, whether directly or indirectly, incidental, punitive or consequential, as a result of any errors, omissions or discrepancies in any information published on this web site or by any use of this web site.

Assessment Data			Primary Image			
Account	210076475		No Image On File			
Parcel ID	24N24E-05-0-40424-06B-0004					
Cadastral ID	--107 ST ANDREWS LANE					
Property Type	REAL - Real Property					
Property Class	UR					
Tax Area	13 - Grove Urban					
Lot Size	1.00 - Lots					
Owners Name	MYERS, WILLIAM A TRUST P O BOX 450848 GROVE OK 74345-0848					
Parcel Location						
Situs	00107 ST ANDREWS LN					
Subdivision	Grove-Village at Grand Lake (The)					
Lot/Block	0004 / 0006					
Sec/Twn/Rng	5 - 24N - 24E - 0					
Neighborhood	900111 - VILLAGE AT ST ANDREWS					
Legal Description						
VILLAGE AT GRAND LAKE (THE) UNIT 6B-4 1577-517+ 1594-555 1647-607 1731-259						

TAX RECORDS

TRACT 9



Delaware

Data provided by LARENA ELLIS COOK County Assessor

Property Information - Date 12/11/2019

Sale History							
Instrument	Book	Page	Grantor	Date	Price	Code	
1647-607	1647	607	MYERS, WILLIAM A	01/2005		4	
1594-555	1594	555	MYERS, WILLIAM A D/B/A--WILLIAM	02/2004		1	

Billed History							
Tax Year	Billed Owner		Tax Area	Total Value	Exemptions	Taxable Value	Billed Tax
2019	MYERS, WILLIAM A TRUST		13	3,700	0	426	36.00
2018	MYERS, WILLIAM A TRUST		13	3,700	0	426	36.00
2017	MYERS, WILLIAM A TRUST		13	3,700	0	426	36.00
2016	MYERS, WILLIAM A TRUST		13	3,700	0	426	36.00
2015	MYERS, WILLIAM A TRUST		13	3,700	0	426	36.61

Residential Improvements								
Card	Improvement Type	Condition	Quality	Year	Exterior Wall	HVAC	Base Area	Total Area
1	None							

TAX RECORDS

TRACT 10



Delaware

Data provided by LARENA ELLIS COOK County Assessor

Property Information - Date 01/28/2020

The Delaware County Assessor's Office has made every effort to insure the accuracy of the data contained on this web site; however, this material may be slightly dated which could have an impact on its accuracy.

The information must be accepted and used by the recipient with the understanding that the data was developed and collected only for the purpose of establishing fair market value for ad valorem taxation. Although changes may be made periodically to the tax laws, administrative rules and similar directives, these changes may not always be incorporated in the material on this web site.

The Delaware County Assessor's Office assumes no liability for any damages incurred, whether directly or indirectly, incidental, punitive or consequential, as a result of any errors, omissions or discrepancies in any information published on this web site or by any use of this web site.

Assessment Data			Primary Image			
Account	210076459		No Image On File			
Parcel ID	24N24E-05-0-40424-002-0001					
Cadastral ID	--101 ST ANDREWS DR					
Property Type	REAL - Real Property					
Property Class	UR					
Tax Area	13 - Grove Urban					
Lot Size	1.00 - Lots					
Owners Name	MYERS, WILLIAM A TRUST P O BOX 450848 GROVE OK 74345-0848					
Parcel Location						
Situs	00101 ST ANDREWS DR					
Subdivision	Grove-Village at Grand Lake (The)					
Lot/Block	0001 / 0002					
Sec/Twn/Rng	5 - 24N - 24E - 0					
Neighborhood	900111 - VILLAGE AT ST ANDREWS					
Image Date						
Legal Description						
VILLAGE AT GRAND LAKE (THE) UNIT 2-1 1577-517+ 1594-555 1647-607						
Valuation			Tax Detail (Millages)			
2020	2019		%	Mills	Dollars	
Land Value	3,700	3,700	C001	DELAWARE COUNTY		
Improvements	0	0		GENERAL FUND	12.3 10.45 4.42	
Mobile Home	0	0		HEALTH FUND	2.5 2.09 .88	
Fair Market Value	3,700	3,700		LIBRARY FUND	2.5 2.09 .88	
Taxable Value - Capped	3,700	3,700		SCHOOL FOUR MILL	4.9 4.18 1.77	
Assesment Ratio	11.5%	11.5%	SI02	GROVE ISD		
Gross Assessed	426	426		GENERAL FUND	42.8 36.40 15.41	
Exemptions	0	0		BUILDING FUND	6.1 5.20 2.20	
Net Assessed	426	426		SINKING FUND	12.3 10.47 4.43	
Tax Rate	85.0300	85.0300	T040	GROVE		
Estimated Taxes	36.00	36.00	V001	NORTHEAST TECH CENTER		
				GENERAL FUND	12.3 10.45 4.42	
				BUILDING FUND	1.2 1.00 .42	
				GEMS GROVE-DELAWARE EMS BD 21		
				GENERAL FUND EMS	3.2 2.70 1.14	

TAX RECORDS

TRACT 10



Delaware

Data provided by LARENA ELLIS COOK County Assessor

Property Information - Date 01/28/2020

Sale History

Instrument	Book	Page	Grantor	Date	Price	Code
1647-607	1647	607	MYERS, WILLIAM A	01/2005		4
1594-555	1594	555	MYERS, WILLIAM A D/B/A~WILLIAM	02/2004		1

Billed History

Tax Year	Billed Owner	Tax Area	Total Value	Exemptions	Taxable Value	Billed Tax
2019	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00
2018	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00
2017	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00
2016	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00
2015	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.61

Residential Improvements

Card	Improvement Type	Condition	Quality	Year	Exterior Wall	HVAC	Base Area	Total Area
1	None							

TAX RECORDS

TRACT 10



Delaware

Data provided by LARENA ELLIS COOK County Assessor

Property Information - Date 01/28/2020

The Delaware County Assessor's Office has made every effort to insure the accuracy of the data contained on this web site; however, this material may be slightly dated which could have an impact on its accuracy.

The information must be accepted and used by the recipient with the understanding that the data was developed and collected only for the purpose of establishing fair market value for ad valorem taxation. Although changes may be made periodically to the tax laws, administrative rules and similar directives, these changes may not always be incorporated in the material on this web site.

The Delaware County Assessor's Office assumes no liability for any damages incurred, whether directly or indirectly, incidental, punitive or consequential, as a result of any errors, omissions or discrepancies in any information published on this web site or by any use of this web site.

Assessment Data			Primary Image			
<div>Account210076460</div> <div>Parcel ID24N24E-05-0-40424-002-0002</div> <div>Cadastral ID--103 ST ANDREWS DR</div> <div>Property TypeREAL - Real Property</div> <div>Property ClassUR</div> <div>Tax Area13 - Grove Urban</div> <div>Lot Size1.00 - Lots</div> <div>Owners Name<div>MYERS, WILLIAM A TRUST</div><div>P O BOX 450848</div><div>GROVE OK 74345-0848</div></div>			No Image On File			
Parcel Location						
<div>Situs00103 ST ANDREWS DR</div> <div>SubdivisionGrove-Village at Grand Lake (The)</div> <div>Lot/Block0002 / 0002</div> <div>Sec/Twn/Rng5 - 24N - 24E - 0</div> <div>Neighborhood900111 - VILLAGE AT ST ANDREWS</div>			Image Date			
Legal Description						
VILLAGE AT GRAND LAKE (THE) UNIT 2-2 1577-517+ 1594-555 1647-607						

TAX RECORDS

TRACT 10



Delaware

Data provided by LARENA ELLIS COOK County Assessor

Property Information - Date 01/28/2020

Sale History

Instrument	Book	Page	Grantor	Date	Price	Code
1647-607	1647	607	MYERS, WILLIAM A	01/2005		4
1594-555	1594	555	MYERS, WILLIAM A D/B/A--WILLIAM	02/2004		1

Billed History

Tax Year	Billed Owner	Tax Area	Total Value	Exemptions	Taxable Value	Billed Tax
2019	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00
2018	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00
2017	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00
2016	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00
2015	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.61

Residential Improvements

Card	Improvement Type	Condition	Quality	Year	Exterior Wall	HVAC	Base Area	Total Area
1	None							

TAX RECORDS

TRACT 10



Delaware

Data provided by LARENA ELLIS COOK County Assessor

Property Information - Date 01/28/2020

The Delaware County Assessor's Office has made every effort to insure the accuracy of the data contained on this web site; however, this material may be slightly dated which could have an impact on its accuracy.

The information must be accepted and used by the recipient with the understanding that the data was developed and collected only for the purpose of establishing fair market value for ad valorem taxation. Although changes may be made periodically to the tax laws, administrative rules and similar directives, these changes may not always be incorporated in the material on this web site.

The Delaware County Assessor's Office assumes no liability for any damages incurred, whether directly or indirectly, incidental, punitive or consequential, as a result of any errors, omissions or discrepancies in any information published on this web site or by any use of this web site.

Assessment Data			Primary Image			
Account	210076461		No Image On File			
Parcel ID	24N24E-05-0-40424-002-0003					
Cadastral ID	--105 ST ANDREWS DR					
Property Type	REAL - Real Property					
Property Class	UR					
Tax Area	13 - Grove Urban					
Lot Size	1.00 - Lots					
Owners Name	MYERS, WILLIAM A TRUST P O BOX 450848 GROVE OK 74345-0848					
Parcel Location						
Situs	00105 ST ANDREWS DR					
Subdivision	Grove-Village at Grand Lake (The)					
Lot/Block	0003 / 0002					
Sec/Twn/Rng	5 - 24N - 24E - 0					
Neighborhood	900111 - VILLAGE AT ST ANDREWS					
Legal Description						
VILLAGE AT GRAND LAKE (THE) UNIT 2-3 1577-517+ 1594-555 1647-607						

TAX RECORDS

TRACT 10



Delaware

Data provided by LARENA ELLIS COOK County Assessor

Property Information - Date 01/28/2020

Sale History

Instrument	Book	Page	Grantor	Date	Price	Code
1647-607	1647	607	MYERS, WILLIAM A	01/2005		4
1594-555	1594	555	MYERS, WILLIAM A D/B/A--WILLIAM	02/2004		1

Billed History

Tax Year	Billed Owner	Tax Area	Total Value	Exemptions	Taxable Value	Billed Tax
2019	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00
2018	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00
2017	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00
2016	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00
2015	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.61

Residential Improvements

Card	Improvement Type	Condition	Quality	Year	Exterior Wall	HVAC	Base Area	Total Area
1	None							

TAX RECORDS

TRACT 11



Delaware

Data provided by LARENA ELLIS COOK County Assessor

Property Information - Date 12/11/2019

The Delaware County Assessor's Office has made every effort to insure the accuracy of the data contained on this web site; however, this material may be slightly dated which could have an impact on its accuracy.

The information must be accepted and used by the recipient with the understanding that the data was developed and collected only for the purpose of establishing fair market value for ad valorem taxation. Although changes may be made periodically to the tax laws, administrative rules and similar directives, these changes may not always be incorporated in the material on this web site.

The Delaware County Assessor's Office assumes no liability for any damages incurred, whether directly or indirectly, incidental, punitive or consequential, as a result of any errors, omissions or discrepancies in any information published on this web site or by any use of this web site.

Assessment Data			Primary Image								
Account	210076456		No Image On File								
Parcel ID	24N24E-05-0-40424-001-0001										
Cadastral ID	--501 ST ANDREWS COURT										
Property Type	REAL - Real Property										
Property Class	UR										
Tax Area	13 - Grove Urban										
Lot Size	1.00 - Lots										
Owners Name	MYERS, WILLIAM A TRUST P O BOX 450848 GROVE OK 74345-0848										
Parcel Location			Image Date								
Situs	00501 ST ANDREWS CT										
Subdivision	Grove-Village at Grand Lake (The)										
Lot/Block	0001 / 0001										
Sec/Twn/Rng	5 - 24N - 24E - 0										
Neighborhood	900111 - VILLAGE AT ST ANDREWS										
Legal Description											
VILLAGE AT GRAND LAKE (THE) UNIT 1-1 1577-517+ 1594-555 1647-607											
Valuation			2020		2019		Tax Detail (Millages)		%	Mills	Dollars
Land Value	3,700		3,700		C001		DELAWARE COUNTY				
Improvements	0		0				GENERAL FUND		12.3	10.45	4.42
Mobile Home	0		0				HEALTH FUND		2.5	2.09	.88
Fair Market Value	3,700		3,700				LIBRARY FUND		2.5	2.09	.88
Taxable Value - Capped	3,700		3,700				SCHOOL FOUR MILL		4.9	4.18	1.77
Assesment Ratio	11.5%		11.5%		SI02		GROVE ISD				
Gross Assessed	426		426				GENERAL FUND		42.8	36.40	15.41
Exemptions	0		0				BUILDING FUND		6.1	5.20	2.20
Net Assessed	426		426				SINKING FUND		12.3	10.47	4.43
Tax Rate	85.0300		85.0300		T040		GROVE				
Estimated Taxes	36.00		36.00		V001		NORTHEAST TECH CENTER				
							GENERAL FUND		12.3	10.45	4.42
							BUILDING FUND		1.2	1.00	.42
							GEMS GROVE-DELAWARE EMS BD 21				
							GENERAL FUND EMS		3.2	2.70	1.14

TAX RECORDS

TRACT 11



Delaware

Data provided by LARENA ELLIS COOK County Assessor

Property Information - Date 12/11/2019

Sale History

Instrument	Book	Page	Grantor	Date	Price	Code
1647-607	1647	607	MYERS, WILLIAM A	01/2005		4
1594-555	1594	555	MYERS, WILLIAM A D/B/A--WILLIAM	02/2004		1

Billed History

Tax Year	Billed Owner	Tax Area	Total Value	Exemptions	Taxable Value	Billed Tax
2019	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00
2018	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00
2017	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00
2016	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00
2015	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.61

Residential Improvements

Card	Improvement Type	Condition	Quality	Year	Exterior Wall	HVAC	Base Area	Total Area
1	None							

TAX RECORDS

TRACT 11



Delaware

Data provided by LARENA ELLIS COOK County Assessor

Property Information - Date 12/11/2019

The Delaware County Assessor's Office has made every effort to insure the accuracy of the data contained on this web site; however, this material may be slightly dated which could have an impact on its accuracy.

The information must be accepted and used by the recipient with the understanding that the data was developed and collected only for the purpose of establishing fair market value for ad valorem taxation. Although changes may be made periodically to the tax laws, administrative rules and similar directives, these changes may not always be incorporated in the material on this web site.

The Delaware County Assessor's Office assumes no liability for any damages incurred, whether directly or indirectly, incidental, punitive or consequential, as a result of any errors, omissions or discrepancies in any information published on this web site or by any use of this web site.

Assessment Data			Primary Image								
Account	210076457		No Image On File								
Parcel ID	24N24E-05-0-40424-001-0002										
Cadastral ID	--503 ST ANDREWS COURT										
Property Type	REAL - Real Property										
Property Class	UR										
Tax Area	13 - Grove Urban										
Lot Size	1.00 - Lots										
Owners Name	MYERS, WILLIAM A TRUST P O BOX 450848 GROVE OK 74345-0848										
Parcel Location			Image Date								
Situs	00503 ST ANDREWS CT										
Subdivision	Grove-Village at Grand Lake (The)										
Lot/Block	0002 / 0001										
Sec/Twn/Rng	5 - 24N - 24E - 0										
Neighborhood	900111 - VILLAGE AT ST ANDREWS										
Legal Description											
VILLAGE AT GRAND LAKE (THE) UNIT 1-2 1577-517+ 1594-555 1647-607											
Valuation			2020		2019		Tax Detail (Millages)		%	Mills	Dollars
Land Value	3,700		3,700		C001		DELAWARE COUNTY				
Improvements	0		0				GENERAL FUND		12.3	10.45	4.42
Mobile Home	0		0				HEALTH FUND		2.5	2.09	.88
Fair Market Value	3,700		3,700				LIBRARY FUND		2.5	2.09	.88
Taxable Value - Capped	3,700		3,700				SCHOOL FOUR MILL		4.9	4.18	1.77
Assesment Ratio	11.5%		11.5%		SI02		GROVE ISD				
Gross Assessed	426		426				GENERAL FUND		42.8	36.40	15.41
Exemptions	0		0				BUILDING FUND		6.1	5.20	2.20
Net Assessed	426		426				SINKING FUND		12.3	10.47	4.43
Tax Rate	85.0300		85.0300		T040		GROVE				
Estimated Taxes	36.00		36.00		V001		NORTHEAST TECH CENTER				
							GENERAL FUND		12.3	10.45	4.42
							BUILDING FUND		1.2	1.00	.42
							GEMS GROVE-DELAWARE EMS BD 21				
							GENERAL FUND EMS		3.2	2.70	1.14

TAX RECORDS

TRACT 11



Delaware

Data provided by LARENA ELLIS COOK County Assessor

Property Information - Date 12/11/2019

Sale History							
Instrument	Book	Page	Grantor	Date	Price	Code	
1647-607	1647	607	MYERS, WILLIAM A	01/2005		4	
1594-555	1594	555	MYERS, WILLIAM A D/B/A--WILLIAM	02/2004		1	

Billed History							
Tax Year	Billed Owner		Tax Area	Total Value	Exemptions	Taxable Value	Billed Tax
2019	MYERS, WILLIAM A TRUST		13	3,700	0	426	36.00
2018	MYERS, WILLIAM A TRUST		13	3,700	0	426	36.00
2017	MYERS, WILLIAM A TRUST		13	3,700	0	426	36.00
2016	MYERS, WILLIAM A TRUST		13	3,700	0	426	36.00
2015	MYERS, WILLIAM A TRUST		13	3,700	0	426	36.61

Residential Improvements								
Card	Improvement Type	Condition	Quality	Year	Exterior Wall	HVAC	Base Area	Total Area
1	None							

TAX RECORDS

TRACT 11



Delaware

Data provided by LARENA ELLIS COOK County Assessor

Property Information - Date 12/11/2019

The Delaware County Assessor's Office has made every effort to insure the accuracy of the data contained on this web site; however, this material may be slightly dated which could have an impact on its accuracy.

The information must be accepted and used by the recipient with the understanding that the data was developed and collected only for the purpose of establishing fair market value for ad valorem taxation. Although changes may be made periodically to the tax laws, administrative rules and similar directives, these changes may not always be incorporated in the material on this web site.

The Delaware County Assessor's Office assumes no liability for any damages incurred, whether directly or indirectly, incidental, punitive or consequential, as a result of any errors, omissions or discrepancies in any information published on this web site or by any use of this web site.

Assessment Data			Primary Image			
Account	210076458		No Image On File			
Parcel ID	24N24E-05-0-40424-001-0003					
Cadastral ID	--505 ST ANDREWS COURT					
Property Type	REAL - Real Property					
Property Class	UR					
Tax Area	13 - Grove Urban					
Lot Size	1.00 - Lots					
Owners Name	MYERS, WILLIAM A TRUST P O BOX 450848 GROVE OK 74345-0848					
Parcel Location			Image Date			
Situs	00505 ST ANDREWS CT					
Subdivision	Grove-Village at Grand Lake (The)					
Lot/Block	0003 / 0001					
Sec/Twn/Rng	5 - 24N - 24E - 0					
Neighborhood	900111 - VILLAGE AT ST ANDREWS					
Legal Description						
VILLAGE AT GRAND LAKE (THE) UNIT 1-3 1647-607						
Valuation			Tax Detail (Millages)			
2020	2019		%	Mills	Dollars	
Land Value	3,700	3,700	C001	DELAWARE COUNTY		
Improvements	0	0		GENERAL FUND	12.3	10.45 4.42
Mobile Home	0	0		HEALTH FUND	2.5	2.09 .88
Fair Market Value	3,700	3,700		LIBRARY FUND	2.5	2.09 .88
Taxable Value - Capped	3,700	3,700		SCHOOL FOUR MILL	4.9	4.18 1.77
Assesment Ratio	11.5%	11.5%	SI02	GROVE ISD		
Gross Assessed	426	426		GENERAL FUND	42.8	36.40 15.41
Exemptions	0	0		BUILDING FUND	6.1	5.20 2.20
Net Assessed	426	426		SINKING FUND	12.3	10.47 4.43
Tax Rate	85.0300	85.0300	T040	GROVE		
Estimated Taxes	36.00	36.00	V001	NORTHEAST TECH CENTER		
				GENERAL FUND	12.3	10.45 4.42
				BUILDING FUND	1.2	1.00 .42
				GEMS GROVE-DELAWARE EMS BD 21		
				GENERAL FUND EMS	3.2	2.70 1.14

TAX RECORDS

TRACT 11



Delaware

Data provided by LARENA ELLIS COOK County Assessor

Property Information - Date 12/11/2019

Sale History						
Instrument	Book	Page	Grantor	Date	Price	Code
1647-607	1647	607	MYERS, WILLIAM A	01/2005		4
1594-555	1594	555	MYERS, WILLIAM A D/B/A~WILLIAM	02/2004		1

Billed History						
Tax Year	Billed Owner	Tax Area	Total Value	Exemptions	Taxable Value	Billed Tax
2019	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00
2018	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00
2017	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00
2016	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00
2015	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.61

Residential Improvements								
Card	Improvement Type	Condition	Quality	Year	Exterior Wall	HVAC	Base Area	Total Area
1	None							

TAX RECORDS

TRACT 12



Delaware

Data provided by LARENA ELLIS COOK County Assessor

Property Information - Date 12/11/2019

The Delaware County Assessor's Office has made every effort to insure the accuracy of the data contained on this web site; however, this material may be slightly dated which could have an impact on its accuracy.

The information must be accepted and used by the recipient with the understanding that the data was developed and collected only for the purpose of establishing fair market value for ad valorem taxation. Although changes may be made periodically to the tax laws, administrative rules and similar directives, these changes may not always be incorporated in the material on this web site.

The Delaware County Assessor's Office assumes no liability for any damages incurred, whether directly or indirectly, incidental, punitive or consequential, as a result of any errors, omissions or discrepancies in any information published on this web site or by any use of this web site.

Assessment Data			Primary Image								
Account	210076482		No Image On File								
Parcel ID	24N24E-05-0-40424-008-0003										
Cadastral ID	--200 ST ANDREWS DRIVE										
Property Type	REAL - Real Property										
Property Class	UR										
Tax Area	13 - Grove Urban										
Lot Size	1.00 - Lots										
Owners Name	MYERS, WILLIAM A TRUST P O BOX 450848 GROVE OK 74345-0848										
Parcel Location			Image Date								
Situs	00200 ST ANDREWS DR										
Subdivision	Grove-Village at Grand Lake (The)										
Lot/Block	0003 / 0008										
Sec/Twn/Rng	5 - 24N - 24E - 0										
Neighborhood	900111 - VILLAGE AT ST ANDREWS										
Legal Description											
VILLAGE AT GRAND LAKE (THE) UNIT 8-3 1577-517+ 1594-555 1647-607											
Valuation			2020		2019		Tax Detail (Millages)		%	Mills	Dollars
Land Value	3,700		3,700		C001		DELAWARE COUNTY				
Improvements	0		0				GENERAL FUND		12.3	10.45	4.42
Mobile Home	0		0				HEALTH FUND		2.5	2.09	.88
Fair Market Value	3,700		3,700				LIBRARY FUND		2.5	2.09	.88
Taxable Value - Capped	3,700		3,700				SCHOOL FOUR MILL		4.9	4.18	1.77
Assesment Ratio	11.5%		11.5%		SI02		GROVE ISD				
Gross Assessed	426		426				GENERAL FUND		42.8	36.40	15.41
Exemptions	0		0				BUILDING FUND		6.1	5.20	2.20
Net Assessed	426		426				SINKING FUND		12.3	10.47	4.43
Tax Rate	85.0300		85.0300		T040		GROVE				
Estimated Taxes	36.00		36.00		V001		NORTHEAST TECH CENTER				
							GENERAL FUND		12.3	10.45	4.42
							BUILDING FUND		1.2	1.00	.42
							GEMS GROVE-DELAWARE EMS BD 21				
							GENERAL FUND EMS		3.2	2.70	1.14

TAX RECORDS

TRACT 12



Delaware

Data provided by LARENA ELLIS COOK County Assessor

Property Information - Date 12/11/2019

Sale History

Instrument	Book	Page	Grantor	Date	Price	Code
1647-607	1647	607	MYERS, WILLIAM A	01/2005		4
1594-555	1594	555	MYERS, WILLIAM A D/B/A--WILLIAM	02/2004		1

Billed History

Tax Year	Billed Owner	Tax Area	Total Value	Exemptions	Taxable Value	Billed Tax
2019	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00
2018	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00
2017	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00
2016	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00
2015	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.61

Residential Improvements

Card	Improvement Type	Condition	Quality	Year	Exterior Wall	HVAC	Base Area	Total Area
1	None							

TAX RECORDS

TRACT 12



Delaware

Data provided by LARENA ELLIS COOK County Assessor

Property Information - Date 12/11/2019

The Delaware County Assessor's Office has made every effort to insure the accuracy of the data contained on this web site; however, this material may be slightly dated which could have an impact on its accuracy.

The information must be accepted and used by the recipient with the understanding that the data was developed and collected only for the purpose of establishing fair market value for ad valorem taxation. Although changes may be made periodically to the tax laws, administrative rules and similar directives, these changes may not always be incorporated in the material on this web site.

The Delaware County Assessor's Office assumes no liability for any damages incurred, whether directly or indirectly, incidental, punitive or consequential, as a result of any errors, omissions or discrepancies in any information published on this web site or by any use of this web site.

Assessment Data		Primary Image	
Account	210076483	No Image On File	
Parcel ID	24N24E-05-0-40424-008-0004		
Cadastral ID	--202 ST ANDREWS DR		
Property Type	REAL - Real Property		
Property Class	UR		
Tax Area	13 - Grove Urban		
Lot Size	1.00 - Lots		
Owners Name	MYERS, WILLIAM A TRUST P O BOX 450848 GROVE OK 74345-0848		
Parcel Location			
Situs	00202 ST ANDREWS DR		
Subdivision	Grove-Village at Grand Lake (The)		
Lot/Block	0004 / 0008		
Sec/Twn/Rng	5 - 24N - 24E - 0		
Neighborhood	900111 - VILLAGE AT ST ANDREWS		
Legal Description			
VILLAGE AT GRAND LAKE (THE) UNIT 8-4 1577-517+ 1594-555 1647-607			

TAX RECORDS

TRACT 12



Delaware

Data provided by LARENA ELLIS COOK County Assessor

Property Information - Date 12/11/2019

Sale History

Instrument	Book	Page	Grantor	Date	Price	Code
1647-607	1647	607	MYERS, WILLIAM A	01/2005		4
1594-555	1594	555	MYERS, WILLIAM A D/B/A~WILLIAM	02/2004		1

Billed History

Tax Year	Billed Owner	Tax Area	Total Value	Exemptions	Taxable Value	Billed Tax
2019	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00
2018	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00
2017	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00
2016	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00
2015	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.61

Residential Improvements

Card	Improvement Type	Condition	Quality	Year	Exterior Wall	HVAC	Base Area	Total Area
1	None							

TAX RECORDS

TRACT 12



Delaware


Data provided by LARENA ELLIS COOK County Assessor

Property Information - Date 12/11/2019

The Delaware County Assessor's Office has made every effort to insure the accuracy of the data contained on this web site; however, this material may be slightly dated which could have an impact on its accuracy.

The information must be accepted and used by the recipient with the understanding that the data was developed and collected only for the purpose of establishing fair market value for ad valorem taxation. Although changes may be made periodically to the tax laws, administrative rules and similar directives, these changes may not always be incorporated in the material on this web site.

The Delaware County Assessor's Office assumes no liability for any damages incurred, whether directly or indirectly, incidental, punitive or consequential, as a result of any errors, omissions or discrepancies in any information published on this web site or by any use of this web site.

Assessment Data			Primary Image			
Account	210076480					
Parcel ID	24N24E-05-0-40424-008-0001					
Cadastral ID	--501 ST ANDREWS PLACE					
Property Type	REAL - Real Property					
Property Class	UR					
Tax Area	13 - Grove Urban					
Lot Size	1.00 - Lots					
Owners Name	MYERS, WILLIAM A TRUST P O BOX 450848 GROVE OK 74345-0848		C:\Terra\Photos\210\076\480-01.jpg Image Date 10/10/2007			
Parcel Location						
Situs	00501 ST ANDREWS PL					
Subdivision	Grove-Village at Grand Lake (The)					
Lot/Block	0001 / 0008					
Sec/Twn/Rng	5 - 24N - 24E - 0					
Neighborhood	900111 - VILLAGE AT ST ANDREWS					
Legal Description						
VILLAGE AT GRAND LAKE (THE) UNIT 8-1 1577-517+ 1594-555 1647-607						
Valuation			Tax Detail (Millages)			
	2020	2019		%	Mills	Dollars
Land Value	3,700	3,700	C001 DELAWARE COUNTY			
Improvements	0	0	GENERAL FUND	12.3	10.45	4.42
Mobile Home	0	0	HEALTH FUND	2.5	2.09	.88
Fair Market Value	3,700	3,700	LIBRARY FUND	2.5	2.09	.88
Taxable Value - Capped	3,700	3,700	SCHOOL FOUR MILL	4.9	4.18	1.77
Assesment Ratio	11.5%	11.5%	SI02 GROVE ISD			
Gross Assessed	426	426	GENERAL FUND	42.8	36.40	15.41
Exemptions	0	0	BUILDING FUND	6.1	5.20	2.20
Net Assessed	426	426	SINKING FUND	12.3	10.47	4.43
Tax Rate	85.0300	85.0300	T040 GROVE			
Estimated Taxes	36.00	36.00	V001 NORTHEAST TECH CENTER			
			GENERAL FUND	12.3	10.45	4.42
			BUILDING FUND	1.2	1.00	.42
			GEMS GROVE-DELAWARE EMS BD 21			
			GENERAL FUND EMS	3.2	2.70	1.14

TAX RECORDS

TRACT 12



Delaware

Data provided by LARENA ELLIS COOK County Assessor

Property Information - Date 12/11/2019

Sale History							
Instrument	Book	Page	Grantor	Date	Price	Code	
1647-607	1647	607	MYERS, WILLIAM A	01/2005		4	
1594-555	1594	555	MYERS, WILLIAM A D/B/A~WILLIAM	02/2004		1	

Billed History							
Tax Year	Billed Owner	Tax Area	Total Value	Exemptions	Taxable Value	Billed Tax	
2019	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00	
2018	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00	
2017	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00	
2016	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00	
2015	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.61	

Residential Improvements								
Card	Improvement Type	Condition	Quality	Year	Exterior Wall	HVAC	Base Area	Total Area
1	None							

Attached Images	
<p>Image ID 88695</p> <p>Image Date 10/10/2007</p>  <p>C:\Terra\Photos\210\076\480-03.jpg</p>	<p>Image ID 88694</p> <p>Image Date 10/10/2007</p>  <p>C:\Terra\Photos\210\076\480-02.jpg</p>

TAX RECORDS

TRACT 12



Delaware

Data provided by LARENA ELLIS COOK County Assessor

Property Information - Date 12/11/2019

The Delaware County Assessor's Office has made every effort to insure the accuracy of the data contained on this web site; however, this material may be slightly dated which could have an impact on its accuracy.

The information must be accepted and used by the recipient with the understanding that the data was developed and collected only for the purpose of establishing fair market value for ad valorem taxation. Although changes may be made periodically to the tax laws, administrative rules and similar directives, these changes may not always be incorporated in the material on this web site.

The Delaware County Assessor's Office assumes no liability for any damages incurred, whether directly or indirectly, incidental, punitive or consequential, as a result of any errors, omissions or discrepancies in any information published on this web site or by any use of this web site.

Assessment Data			Primary Image								
Account	210076481		No Image On File								
Parcel ID	24N24E-05-0-40424-008-0002										
Cadastral ID	--503 ST ANDREWS PLACE										
Property Type	REAL - Real Property										
Property Class	UR										
Tax Area	13 - Grove Urban										
Lot Size	1.00 - Lots										
Owners Name	MYERS, WILLIAM A TRUST P O BOX 450848 GROVE OK 74345-0848										
Parcel Location			Image Date								
Situs	00503 ST ANDREWS PL										
Subdivision	Grove-Village at Grand Lake (The)										
Lot/Block	0002 / 0008										
Sec/Twn/Rng	5 - 24N - 24E - 0										
Neighborhood	900111 - VILLAGE AT ST ANDREWS										
Legal Description											
VILLAGE AT GRAND LAKE (THE) UNIT 8-2 1577-517+ 1594-555 1647-607											
Valuation			2020		2019		Tax Detail (Millages)		%	Mills	Dollars
Land Value	3,700		3,700		C001		DELAWARE COUNTY				
Improvements	0		0				GENERAL FUND		12.3	10.45	4.42
Mobile Home	0		0				HEALTH FUND		2.5	2.09	.88
Fair Market Value	3,700		3,700				LIBRARY FUND		2.5	2.09	.88
Taxable Value - Capped	3,700		3,700				SCHOOL FOUR MILL		4.9	4.18	1.77
Assesment Ratio	11.5%		11.5%		SI02		GROVE ISD				
Gross Assessed	426		426				GENERAL FUND		42.8	36.40	15.41
Exemptions	0		0				BUILDING FUND		6.1	5.20	2.20
Net Assessed	426		426				SINKING FUND		12.3	10.47	4.43
Tax Rate	85.0300		85.0300		T040		GROVE				
Estimated Taxes	36.00		36.00		V001		NORTHEAST TECH CENTER				
							GENERAL FUND		12.3	10.45	4.42
							BUILDING FUND		1.2	1.00	.42
							GEMS GROVE-DELAWARE EMS BD 21				
							GENERAL FUND EMS		3.2	2.70	1.14

TAX RECORDS

TRACT 12



Delaware

Data provided by LARENA ELLIS COOK County Assessor

Property Information - Date 12/11/2019

Sale History

Instrument	Book	Page	Grantor	Date	Price	Code
1647-607	1647	607	MYERS, WILLIAM A	01/2005		4
1594-555	1594	555	MYERS, WILLIAM A D/B/A~WILLIAM	02/2004		1

Billed History

Tax Year	Billed Owner	Tax Area	Total Value	Exemptions	Taxable Value	Billed Tax
2019	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00
2018	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00
2017	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00
2016	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00
2015	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.61

Residential Improvements

Card	Improvement Type	Condition	Quality	Year	Exterior Wall	HVAC	Base Area	Total Area
1	None							

TAX RECORDS

TRACT 13



Delaware

Data provided by LARENA ELLIS COOK County Assessor

Property Information - Date 12/11/2019

The Delaware County Assessor's Office has made every effort to insure the accuracy of the data contained on this web site; however, this material may be slightly dated which could have an impact on its accuracy.

The information must be accepted and used by the recipient with the understanding that the data was developed and collected only for the purpose of establishing fair market value for ad valorem taxation. Although changes may be made periodically to the tax laws, administrative rules and similar directives, these changes may not always be incorporated in the material on this web site.

The Delaware County Assessor's Office assumes no liability for any damages incurred, whether directly or indirectly, incidental, punitive or consequential, as a result of any errors, omissions or discrepancies in any information published on this web site or by any use of this web site.

Assessment Data			Primary Image			
Account	210076484		No Image On File			
Parcel ID	24N24E-05-0-40424-009-0001					
Cadastral ID						
Property Type	REAL - Real Property					
Property Class	UR					
Tax Area	13 - Grove Urban					
Lot Size	1.00 - Lots					
Owners Name	MYERS, WILLIAM A TRUST P O BOX 450848 GROVE OK 74345-0848					
Parcel Location						
Situs						
Subdivision	Grove-Village at Grand Lake (The)		Image Date			
Lot/Block	0001 / 0009					
Sec/Twn/Rng	5 - 24N - 24E - 0					
Neighborhood	900111 - VILLAGE AT ST ANDREWS					
Legal Description						
VILLAGE AT GRAND LAKE (THE) UNIT 9-1 1577-517+ 1594-555 1647-607						
Valuation			Tax Detail (Millages)			
	2020	2019		%	Mills	Dollars
Land Value	3,700	3,700	C001 DELAWARE COUNTY			
Improvements	0	0	GENERAL FUND	12.3	10.45	4.42
Mobile Home	0	0	HEALTH FUND	2.5	2.09	.88
Fair Market Value	3,700	3,700	LIBRARY FUND	2.5	2.09	.88
Taxable Value - Capped	3,700	3,700	SCHOOL FOUR MILL	4.9	4.18	1.77
Assesment Ratio	11.5%	11.5%	SI02 GROVE ISD			
Gross Assessed	426	426	GENERAL FUND	42.8	36.40	15.41
Exemptions	0	0	BUILDING FUND	6.1	5.20	2.20
Net Assessed	426	426	SINKING FUND	12.3	10.47	4.43
Tax Rate	85.0300	85.0300	T040 GROVE			
Estimated Taxes	36.00	36.00	V001 NORTHEAST TECH CENTER			
			GENERAL FUND	12.3	10.45	4.42
			BUILDING FUND	1.2	1.00	.42
			GEMS GROVE-DELAWARE EMS BD 21			
			GENERAL FUND EMS	3.2	2.70	1.14

TAX RECORDS

TRACT 13



Delaware

Data provided by LARENA ELLIS COOK County Assessor

Property Information - Date 12/11/2019

Sale History

Instrument	Book	Page	Grantor	Date	Price	Code
1647-607	1647	607	MYERS, WILLIAM A	01/2005		4
1594-555	1594	555	MYERS, WILLIAM A D/B/A-WILLIAM	02/2004		1

Billed History

Tax Year	Billed Owner	Tax Area	Total Value	Exemptions	Taxable Value	Billed Tax
2019	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00
2018	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00
2017	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00
2016	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00
2015	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.61

Residential Improvements

Card	Improvement Type	Condition	Quality	Year	Exterior Wall	HVAC	Base Area	Total Area
1	None							

TAX RECORDS

TRACT 13



Delaware

Data provided by LARENA ELLIS COOK County Assessor

Property Information - Date 12/11/2019

The Delaware County Assessor's Office has made every effort to insure the accuracy of the data contained on this web site; however, this material may be slightly dated which could have an impact on its accuracy.

The information must be accepted and used by the recipient with the understanding that the data was developed and collected only for the purpose of establishing fair market value for ad valorem taxation. Although changes may be made periodically to the tax laws, administrative rules and similar directives, these changes may not always be incorporated in the material on this web site.

The Delaware County Assessor's Office assumes no liability for any damages incurred, whether directly or indirectly, incidental, punitive or consequential, as a result of any errors, omissions or discrepancies in any information published on this web site or by any use of this web site.

Assessment Data			Primary Image			
Account	210076485		No Image On File			
Parcel ID	24N24E-05-0-40424-009-0002					
Cadastral ID						
Property Type	REAL - Real Property					
Property Class	UR					
Tax Area	13 - Grove Urban					
Lot Size	1.00 - Lots					
Owners Name	MYERS, WILLIAM A TRUST P O BOX 450848 GROVE OK 74345-0848					
Parcel Location						
Situs						
Subdivision	Grove-Village at Grand Lake (The)		Image Date			
Lot/Block	0002 / 0009					
Sec/Twn/Rng	5 - 24N - 24E - 0					
Neighborhood	900111 - VILLAGE AT ST ANDREWS					
Legal Description						
VILLAGE AT GRAND LAKE (THE) UNIT 9-2 1577-517+ 1594-555 1647-607						
Valuation			Tax Detail (Millages)			
2020	2019		%	Mills	Dollars	
Land Value	3,700	3,700	C001	DELAWARE COUNTY		
Improvements	0	0		GENERAL FUND	12.3	10.45 4.42
Mobile Home	0	0		HEALTH FUND	2.5	2.09 .88
Fair Market Value	3,700	3,700		LIBRARY FUND	2.5	2.09 .88
Taxable Value - Capped	3,700	3,700		SCHOOL FOUR MILL	4.9	4.18 1.77
Assesment Ratio	11.5%	11.5%	SI02	GROVE ISD		
Gross Assessed	426	426		GENERAL FUND	42.8	36.40 15.41
Exemptions	0	0		BUILDING FUND	6.1	5.20 2.20
Net Assessed	426	426		SINKING FUND	12.3	10.47 4.43
Tax Rate	85.0300	85.0300	T040	GROVE		
Estimated Taxes	36.00	36.00	V001	NORTHEAST TECH CENTER		
				GENERAL FUND	12.3	10.45 4.42
				BUILDING FUND	1.2	1.00 .42
				GEMS GROVE-DELAWARE EMS BD 21		
				GENERAL FUND EMS	3.2	2.70 1.14

TAX RECORDS

TRACT 13



Delaware

Data provided by LARENA ELLIS COOK County Assessor

Property Information - Date 12/11/2019

Sale History							
Instrument	Book	Page	Grantor	Date	Price	Code	
1647-607	1647	607	MYERS, WILLIAM A	01/2005		4	
1594-555	1594	555	MYERS, WILLIAM A D/B/A--WILLIAM	02/2004		1	

Billed History							
Tax Year	Billed Owner	Tax Area	Total Value	Exemptions	Taxable Value	Billed Tax	
2019	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00	
2018	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00	
2017	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00	
2016	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00	
2015	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.61	

Residential Improvements								
Card	Improvement Type	Condition	Quality	Year	Exterior Wall	HVAC	Base Area	Total Area
1	None							

TAX RECORDS

TRACT 13



Delaware

Data provided by LARENA ELLIS COOK County Assessor

Property Information - Date 12/11/2019

The Delaware County Assessor's Office has made every effort to insure the accuracy of the data contained on this web site; however, this material may be slightly dated which could have an impact on its accuracy.

The information must be accepted and used by the recipient with the understanding that the data was developed and collected only for the purpose of establishing fair market value for ad valorem taxation. Although changes may be made periodically to the tax laws, administrative rules and similar directives, these changes may not always be incorporated in the material on this web site.

The Delaware County Assessor's Office assumes no liability for any damages incurred, whether directly or indirectly, incidental, punitive or consequential, as a result of any errors, omissions or discrepancies in any information published on this web site or by any use of this web site.

Assessment Data			Primary Image			
Account	210076486		No Image On File			
Parcel ID	24N24E-05-0-40424-009-0003					
Cadastral ID						
Property Type	REAL - Real Property					
Property Class	UR					
Tax Area	13 - Grove Urban					
Lot Size	1.00 - Lots					
Owners Name	MYERS, WILLIAM A TRUST P O BOX 450848 GROVE OK 74345-0848					
Parcel Location						
Situs						
Subdivision	Grove-Village at Grand Lake (The)		Image Date			
Lot/Block	0003 / 0009					
Sec/Twn/Rng	5 - 24N - 24E - 0					
Neighborhood	900111 - VILLAGE AT ST ANDREWS					
Legal Description						
VILLAGE AT GRAND LAKE (THE) UNIT 9-3 1577-517+ 1594-555 1647-607						
Valuation			Tax Detail (Millages)			
	2020	2019		%	Mills	Dollars
Land Value	3,700	3,700	C001 DELAWARE COUNTY			
Improvements	0	0	GENERAL FUND	12.3	10.45	4.42
Mobile Home	0	0	HEALTH FUND	2.5	2.09	.88
Fair Market Value	3,700	3,700	LIBRARY FUND	2.5	2.09	.88
Taxable Value - Capped	3,700	3,700	SCHOOL FOUR MILL	4.9	4.18	1.77
Assesment Ratio	11.5%	11.5%	SI02 GROVE ISD			
Gross Assessed	426	426	GENERAL FUND	42.8	36.40	15.41
Exemptions	0	0	BUILDING FUND	6.1	5.20	2.20
Net Assessed	426	426	SINKING FUND	12.3	10.47	4.43
Tax Rate	85.0300	85.0300	T040 GROVE			
Estimated Taxes	36.00	36.00	V001 NORTHEAST TECH CENTER			
			GENERAL FUND	12.3	10.45	4.42
			BUILDING FUND	1.2	1.00	.42
			GEMS GROVE-DELAWARE EMS BD 21			
			GENERAL FUND EMS	3.2	2.70	1.14

TAX RECORDS

TRACT 13



Delaware

Data provided by LARENA ELLIS COOK County Assessor

Property Information - Date 12/11/2019

Sale History						
Instrument	Book	Page	Grantor	Date	Price	Code
1647-607	1647	607	MYERS, WILLIAM A	01/2005		4
1594-555	1594	555	MYERS, WILLIAM A D/B/A~WILLIAM	02/2004		1

Billed History						
Tax Year	Billed Owner	Tax Area	Total Value	Exemptions	Taxable Value	Billed Tax
2019	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00
2018	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00
2017	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00
2016	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.00
2015	MYERS, WILLIAM A TRUST	13	3,700	0	426	36.61

Residential Improvements								
Card	Improvement Type	Condition	Quality	Year	Exterior Wall	HVAC	Base Area	Total Area
1	None							

BYLAWS AND

DECLARATIONS

BYLAWS AND DECLARATIONS

I-2014-006465 Book 2085 Pg: 875
08/15/2014 2:24 pm Pg 0875-0881
Fee: \$ 25.00 Doc: \$ 0.00
Barbara Barnes - Delaware County Clerk
State of Oklahoma

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

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

WITNESSETH:

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

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

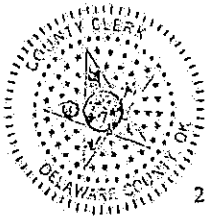
WHEREAS, a second Amendment to the Declaration was filed on August 23, 2006, in Book 1731 at Page 259 of the records of the County Clerk of Delaware County, Oklahoma; and,

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

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

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

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



RAK

BYLAWS AND DECLARATIONS

08/01/2014 16:23 7

PAGE 02

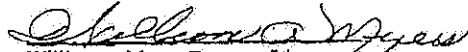
1-2014-006465 Book 2085 Pg: 878
08/15/2014 2:24 pm Pg 0875-0881
Fee: \$ 25.00 Doc: \$ 0.00
Barbara Barnes - Delaware County Clerk
State of Oklahoma

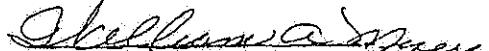
ARTICLE I DEFINITIONS

- (b) "Association" means The Village at Grand Lake, Inc., a non-profit corporation, organized under the laws of the State of Oklahoma for the purpose of administering the Property and the Townhome Units and shall have the same meaning as the term "Control of Unit Owners" has under the act.
- (f) "Certificate of Incorporation" means the Amended Not for Profit Certificate of Incorporation of "The Village at Grand Lake, Inc.

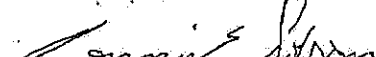
2. Except as is hereinabove set forth, the Declaration, as heretofore amended, is hereby ratified, confirmed and adopted to the extent that the same is consistent herewith. Any provision inconsistent with the amendments set forth above is hereby revised to make the same consistent herewith.

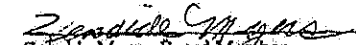
IN WITNESS WHEREOF, the undersigned have subscribed their names hereto on the date set forth below.


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


William A. Myers,
President of the Board of Directors


DeAtlay Hampton,
Assistant Secretary/Board Member


Connie Folsom, Secretary


Zehaide Myers, Board Member

BYLAWS AND DECLARATIONS

08/01/2014 16:23 /

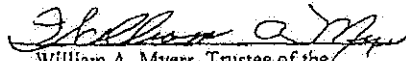
PAGE 02

1-2014-006465 Book 2085 Pg. 877
08/15/2014 2:24 pm Pg 0875-0881
Fee: \$ 25.00 Doc: \$ 0.00
Barbara Barnes - Delaware County Clerk
State of Oklahoma

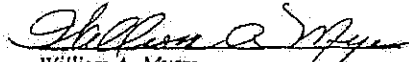
ARTICLE I DEFINITIONS

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

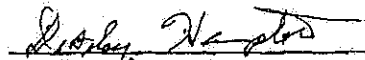
IN WITNESS WHEREOF, the undersigned have subscribed their names hereto on the date set forth below.



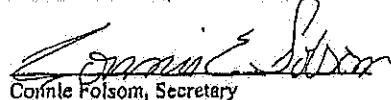
William A. Myers, Trustee of the
William A. Myers Trust dated
January 17, 1996, successor in interest to Declarant



William A. Myers,
President of the Board of Directors



DeAtley Hampton,
Assistant Secretary/Board Member



Connie Folsom, Secretary



Zenaide Myers, Board Member

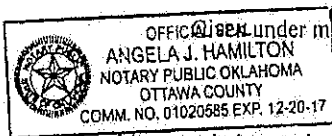
BYLAWS AND DECLARATIONS

STATE OF OKLAHOMA)
COUNTY OF Ottawa)

ss.

I-2014-005465 Book 2085 Pg: 878
08/15/2014 2:24 pm Pg 0875-0881
Fee: \$ 25.00 Doc: \$ 0.00
Barbara Barnes - Delaware County Clerk
State of Oklahoma

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



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

ANGELA J. HAMILTON
NOTARY PUBLIC OKLAHOMA
OTTAWA COUNTY
COMM. NO. 01020585 EXP. 12-20-17

My commission expires:

12/20/2017

Angela J. Hamilton
Notary Public

STATE OF OKLAHOMA)
COUNTY OF Ottawa)

ss.

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



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

ANGELA J. HAMILTON
NOTARY PUBLIC OKLAHOMA
OTTAWA COUNTY
COMM. NO. 01020585 EXP. 12-20-17

My commission expires:

12/20/2017

Angela J. Hamilton
Notary Public

STATE OF OKLAHOMA)
COUNTY OF Ottawa)

ss.

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

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

My commission expires:

12/20/2017

Angela J. Hamilton
Notary Public



BYLAWS AND DECLARATIONS

08/01/2014 16:23

PAGE 04

I-2014-006465 Book 2085 Pg: 679
08/15/2014 2:24 pm Pg 0875-0881
Fee: \$ 25.00 Doc: \$ 0.00
Barbara Barnes - Delaware County Clerk
State of Oklahoma

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

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

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



ERIN M. KELLER
NOTARY PUBLIC - ARIZONA
COCONINO COUNTY
My Commission Expires
May 9, 2016

[Signature]
Notary Public

My commission expires: _____

STATE OF OKLAHOMA)
) ss.
COUNTY OF DELAWARE)

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

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

Notary Public

My commission expires: _____

BYLAWS AND DECLARATIONS

I-2014-006465 Book 2085 Pg: 880
08/15/2014 2:24 pm Pg 0875-0881
Fee: \$ 25.00 Doc: \$ 0.00
Barbara Barnes - Delaware County Clerk
State of Oklahoma

STATE OF OKLAHOMA)
)
COUNTY OF DELAWARE) ss.

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

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

Notary Public

My commission expires: _____

STATE OF OKLAHOMA)
)
COUNTY OF Ottawa DELAWARE) ss.

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

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

Angela J. Hamilton
Notary Public

My commission expires: 12/20/2017



BYLAWS AND DECLARATIONS

1-2014-006465 Book 2085 Pg: 881
08/15/2014 2:24 pm Pg 0875-0881
Fee: \$ 25.00 Doc: \$ 0.00
Barbara Barnes - Delaware County Clerk
State of Oklahoma

OFFICE OF THE SECRETARY OF STATE



AMENDED NOT FOR PROFIT CERTIFICATE OF INCORPORATION

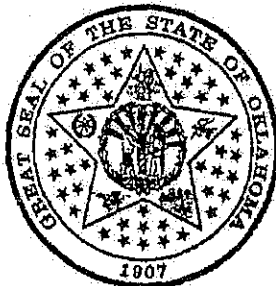
WHEREAS, the Amended Not For Profit Certificate of Incorporation of

THE VILLAGE AT GRAND LAKE, INC.

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

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

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



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



Secretary of State

BYLAWS AND DECLARATIONS

DECLARATION OF UNIT OWNERSHIP ESTATES

FOR

THE VILLAGE AT ST. ANDREW'S

I-2004-001725 Book 1594 Pg: 557
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

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

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

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



I, the undersigned, County Clerk for
Delaware County, Oklahoma hereby certify
that the foregoing is a true, correct and full
copy of the instrument herewith set out as
appears of record in this office, this
30th day of February 2004
Carol Fortner
County Clerk

By V. Kirby Deputy

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

BYLAWS AND DECLARATIONS

I-2004-001725 Book 1594 Pg: 558
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

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

ARTICLE I

DEFINITIONS

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

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

BYLAWS AND DECLARATIONS

I-2004-001725 Book 1594 Pg: 559
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

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

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

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

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

Association.

(g) "Common Elements" means and includes all physical improvements and appurtenances of the Property except those of the Units.

(h) "Common Expenses" means and includes:

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

Common Elements;

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

(3) Expenses declared as Common Expenses by the provisions of the Act, or

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

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

to their respective Ownership Interests.

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

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

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

BYLAWS AND DECLARATIONS

1-2004-001725 Book 1594 Pg: 560
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

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

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

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

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

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

(p) "Owner" means a Townhome Owner.

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

BYLAWS AND DECLARATIONS

I-2004-001725-Book-1594-Pg: 561
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

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

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

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

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

BYLAWS AND DECLARATIONS

1-2004-001725 Book 1594 Pg. 562
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

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

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

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

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

ARTICLE II

DESCRIPTION OF IMPROVEMENTS

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

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

BYLAWS AND DECLARATIONS

I-2004-001725 Book 1594 Pg. 563
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

ARTICLE III

TOWNHOME OWNERSHIP

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

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

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

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

BYLAWS AND DECLARATIONS

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

I-2004-001725 Book 1594 Pg: 564
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

ARTICLE IV

COMMON ELEMENTS

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

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

(a) The foundations, columns, girders, beams, supports, load-bearing walls, roofs of all Buildings, and any Unit owned by the Association.

(b) Installations of services such as power, light, natural gas, fire systems, hot and cold tempered water, cable television, incinerating and trash, and heating and air conditioning; and

(c) The tanks, pumps, motors, fans, compressors, ducts and in general, all apparatus and installations existing for common use or for the common areas; and

(d) All personal property held and maintained for the joint use and enjoyment of all Townhome Owners; and

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

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

BYLAWS AND DECLARATIONS

I-2004-001725 Book 1594 Pg: 565
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

ARTICLE V

ADMINISTRATION OF UNIT OWNERSHIP ESTATES

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

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

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

BYLAWS AND DECLARATIONS

I-2004-001725 Book 1594 Pg: 566
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

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

ARTICLE VI

EFFECT OF DECLARATION

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

ARTICLE VII

MEMBERSHIP AND VOTING RIGHTS

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

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

BYLAWS AND DECLARATIONS

I-2004-001725 Book 1594 Pg: 567
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

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

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

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

ARTICLE VIII

COMMON EXPENSES. ASSESSMENTS, COLLECTION LIEN, ENFORCEMENT LIMITATIONS

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

BYLAWS AND DECLARATIONS

I-2004-001725 Book 1594 Pg: 568
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

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

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

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

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

BYLAWS AND DECLARATIONS

I-2004-001725 Book 1594 Pg: 569
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

by his abandonment of his Unit.

8.5 Personal Liability for Assessment, Enforcement Expenses. The Townhome

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

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

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

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

BYLAWS AND DECLARATIONS

(c) Mortgages or other such encumbrances duly recorded prior to the date

such

assessment becomes due;

1-2004-001725 Book 1594 Pg: 570

02/20/2004 2:31 pm Pg 0557-0628

Fee: \$ 155.00 Doc: \$ 0.00

Carol Fortner - Delaware County Clerk
State of Oklahoma

(d) Mechanics and materialmen's liens arising from labor performed or material

furnished upon a Unit prior to the date such assessment becomes due; and

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

BYLAWS AND DECLARATIONS

I-2004-001725 Book 1594 Pg: 571
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

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

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

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

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

BYLAWS AND DECLARATIONS

I-2004-001725 Book 1594 Pg: 572
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

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

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

ARTICLE IX

INSURANCE

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

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

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

BYLAWS AND DECLARATIONS

1-2004-001725 Book 1594 Pg: 573
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

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

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

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

ARTICLE X

RESPONSIBILITY FOR MAINTENANCE AND REPAIRS

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

BYLAWS AND DECLARATIONS

I-2004-001725 Book 1594 Pg. 574
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

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

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

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

BYLAWS AND DECLARATIONS

I-2004-001725 Book 1594 Pg: 575
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

RECIPROCAL EASEMENTS. ENCROACHMENTS

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

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

BYLAWS AND DECLARATIONS

I-2004-001725 Book 1594 Pg: 576
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

ARTICLE XII

USE RESTRICTIONS AND REGULATIONS

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

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

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

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

BYLAWS AND DECLARATIONS

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

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

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

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

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

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

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

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

BYLAWS AND DECLARATIONS

I-2004-001725 Book 1594 Pg: 578
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

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

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

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

BYLAWS AND DECLARATIONS

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

I-2004-001725 Book 1594 Pg: 579
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

ARTICLE XIII

LIMITATIONS UPON RIGHT OF TOWNHOME OWNER TO MAKE ALTERATION

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

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

BYLAWS AND DECLARATIONS

1-2004-001725 Book 1594 Pg. 580
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

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

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

ARTICLE XIV

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

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

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

BYLAWS AND DECLARATIONS

I-2004-001725 Book 1594 Pg: 581
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

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

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

ARTICLE XV

AMENDMENT OF DECLARATION

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

BYLAWS AND DECLARATIONS

I-2004-001725 Book 1594 Pg: 582

02/20/2004 2:31 pm Pg 0557-0628

Fee: \$ 155.00 Doc: \$ 0.00

Carol Fortner - Delaware County Clerk
State of Oklahoma

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

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

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

BYLAWS AND DECLARATIONS

1-2004-001725 Book-1594 Pg: 583
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

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

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

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

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

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

BYLAWS AND DECLARATIONS

I-2004-001725 Book 1594 Pg: 584
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

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

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

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

BYLAWS AND DECLARATIONS

I-2004-001725 Book 1594 Pg: 585
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

SALE OR TRANSFER OF UNITS

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

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

ARTICLE XVII

TERMINATION OF UNIT OWNERSHIP ESTATES

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

BYLAWS AND DECLARATIONS

1-2004-001725 Book 1594 Pg. 586
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

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

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

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

BYLAWS AND DECLARATIONS

I-2004-001725 Book 1594 Pg: 587
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

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

ARTICLE XVIII

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

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

ARTICLE XIX

REAL PROPERTY TAXES

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

BYLAWS AND DECLARATIONS

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

I-2004-001725 Book 1594 Pg: 588
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

ARTICLE XX

RESPONSIBILITY OF TOWNHOME OWNERS

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

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

BYLAWS AND DECLARATIONS

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

I-2004-001725 Book 1594 Pg: 589
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

ARTICLE XXI

RESERVATION OF RIGHTS BY DECLARANT

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

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

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

BYLAWS AND DECLARATIONS

I-2004-001725 Book 1594 Pg: 590
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

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

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

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

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

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

BYLAWS AND DECLARATIONS

I-2004-001725 Book 1594 Pg: 591
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

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

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

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

BYLAWS AND DECLARATIONS

I-2004-001725 Book 1594 Pg: 592
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

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

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

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

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

BYLAWS AND DECLARATIONS

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

1-2004-001725 Book 1594 Pg: 593
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

ARTICLE XXII

RIGHTS RESERVED UNTO INSTITUTIONAL MORTGAGES

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

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

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

BYLAWS AND DECLARATIONS

L-2004-001725 Book 1594 Pg: 594
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

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

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

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

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

BYLAWS AND DECLARATIONS

I-2004-001725 Book 1594 Pg: 595
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Forther - Delaware County Clerk
State of Oklahoma

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

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

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

BYLAWS AND DECLARATIONS

I-2004-001725 Book 1594 Pg: -596-
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

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

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

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

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

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

BYLAWS AND DECLARATIONS

I-2004-001725 Book-1594-Pg: 597
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Forther - Delaware County Clerk
State of Oklahoma

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

ARTICLE XXIII

GENERAL PROVISIONS

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

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

BYLAWS AND DECLARATIONS

I-2004-001725 Book 1594 Pg: 598
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

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

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

23.4 Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration nor the intent of any provision hereof.

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

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

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

BYLAWS AND DECLARATIONS

I-2004-001725 Book 1594 Pg: 599
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

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

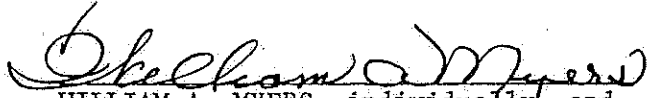
23.8 Notices. Any notices or other communications required or permitted by this Declaration shall be in writing and delivered personally or by messenger or a nationally recognized overnight courier service, or alternatively, shall be sent by United States mail. The effective date of any notice shall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

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

DATED this ____ day of ____ February ____, 2004.

BYLAWS AND DECLARATIONS

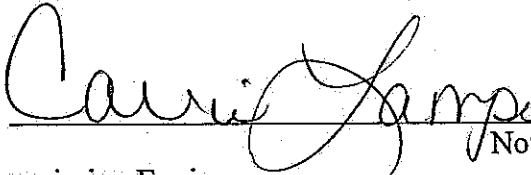
I-2004-001725 Book 1594 Pg: 600
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma



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

STATE OF OKLAHOMA)
COUNTY OF Delaware) ss.

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



Notary Public

My Commission Expires:

10/8/07
RDJHARRISDECLARATION11c

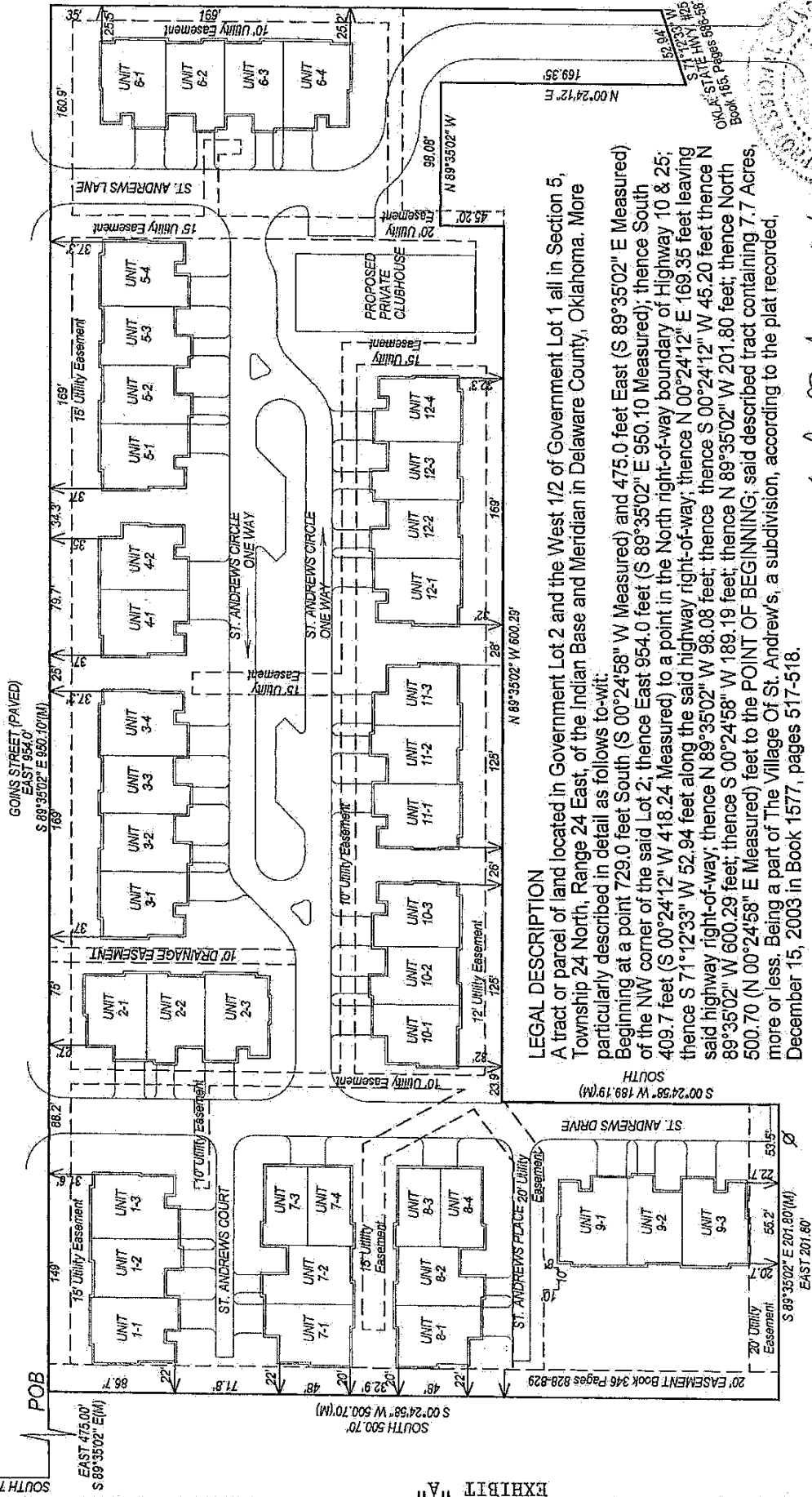
CARRIE LAMPE
Notary Public in and for
State of Oklahoma Delaware County
Commission # 99016650
My Commission expires: Oct. 08, 2007

BYLAWS AND DECLARATIONS

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

EXHIBIT "A" LEGAL DESCRIPTION AND SITE PLAN

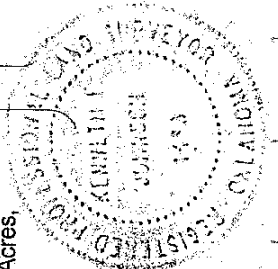
I-2004-001725 Book 1594 Pg. 601
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Forther - Delaware County Clerk
State of Oklahoma



LEGAL DESCRIPTION

A tract or parcel of land located in Government Lot 2 and the West 1/2 of Government Lot 1 all in Section 5, Township 24 North, Range 24 East, of the Indian Base and Meridian in Delaware County, Oklahoma. More particularly described in detail as follows to-wit:

Beginning at a point 729.0 feet South (S 00°24'58" W Measured) and 475.0 feet East (S 89°35'02" E Measured) of the NW corner of the said Lot 2; thence East 954.0 feet (S 89°35'02" E 950.10 Measured); thence South 409.7 feet (S 00°24'12" W 418.24 Measured) to a point in the North right-of-way boundary of Highway 10 & 25; thence S 71°12'33" W 52.94 feet along the said highway right-of-way; thence N 00°24'12" E 169.35 feet leaving said highway right-of-way; thence N 89°35'02" W 98.08 feet; thence S 00°24'12" W 45.20 feet thence N 89°35'02" W 600.29 feet; thence S 00°24'58" W 189.19 feet; thence N 89°35'02" W 201.80 feet; thence North 500.70 (N 00°24'58" E Measured) feet to the POINT OF BEGINNING; said described tract containing 7.7 Acres, more or less. Being a part of The Village Of St. Andrew's, a subdivision, according to the plat recorded, December 15, 2003 in Book 1577, pages 517-518.



Kenneth E. Johnson
KENNETH E. JOHNSON PLS #1493

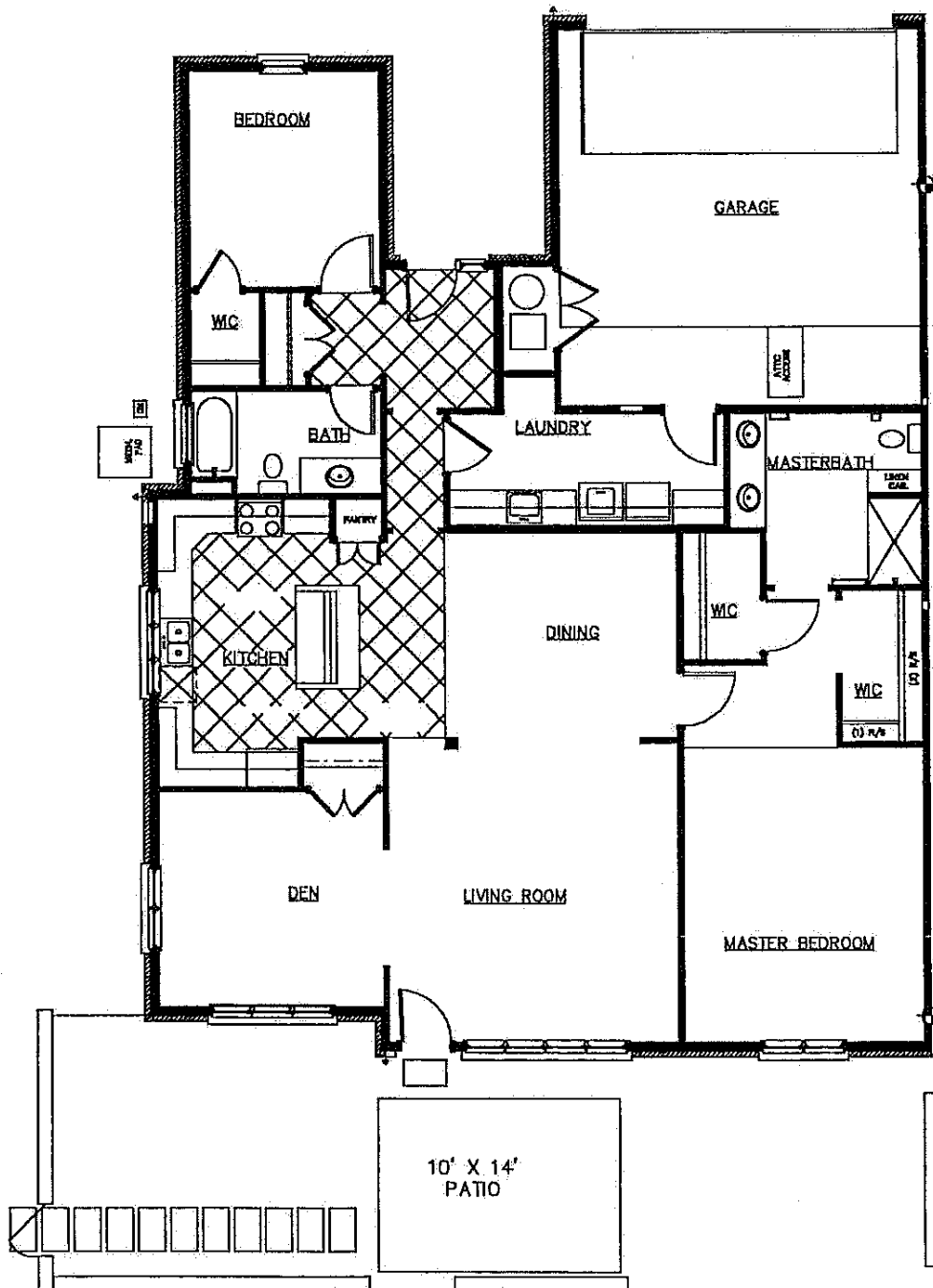
BYLAWS AND DECLARATIONS

EXHIBIT "B"

THE VILLAGE AT ST. ANDREW'S

A UNIT OWNERSHIP ESTATE
UNIT A SHEET 1 OF 6

I-2004-001725 Book 1594 Pg: 602
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk,
State of Oklahoma



AREA
HOUSE
1988 SQ. FT.
GARAGE
506 SQ. FT.

THE VILLAGE AT ST. ANDREWS

GROVE, OKLAHOMA

Philip A. Lawrence, Jr. ARCHITECT

204 A South Street
Grove, Oklahoma 74444
Phone: (405) 766-8446 Fax: (405) 766-8755

palj

Print Date:
10/20/03
Project No:
1013
File Name:
A2

Unit "A"
FLOOR PLAN

A2

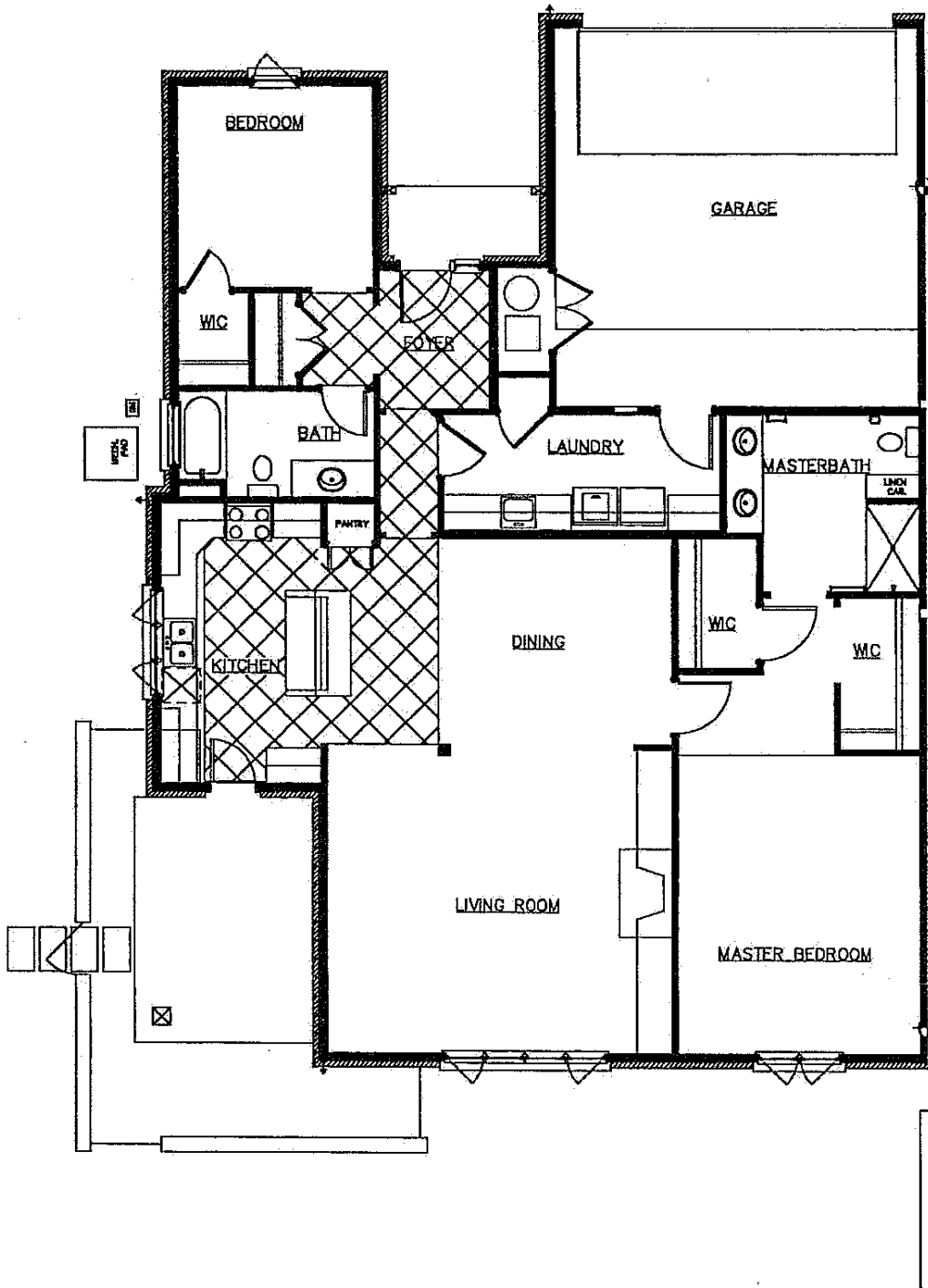
BYLAWS AND DECLARATIONS

EXHIBIT "B"

THE VILLAGE AT ST. ANDREW'S

A UNIT OWNERSHIP ESTATE UNIT B SHEET 2 OF 6

I-2004-001725 Book 1594 Pg: 603
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma



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

THE VILLAGE AT ST. ANDREW'S		paljr	Issue Date: 10.20.03 Project No: 1013 File Name: —
GROVE, OKLAHOMA			
Philip A Lawrence, Jr. ARCHITECT	Sheet Title: UNIT STYLE "B" FLOOR PLAN	Drawn By:	A3
804 A South Street Grove, Oklahoma 74344 Phone: (918) 798-5668 Fax: (918) 798-5766			

Excluded Area

BYLAWS AND DECLARATIONS

EXHIBIT "B"

THE VILLAGE AT ST. ANDREW'S

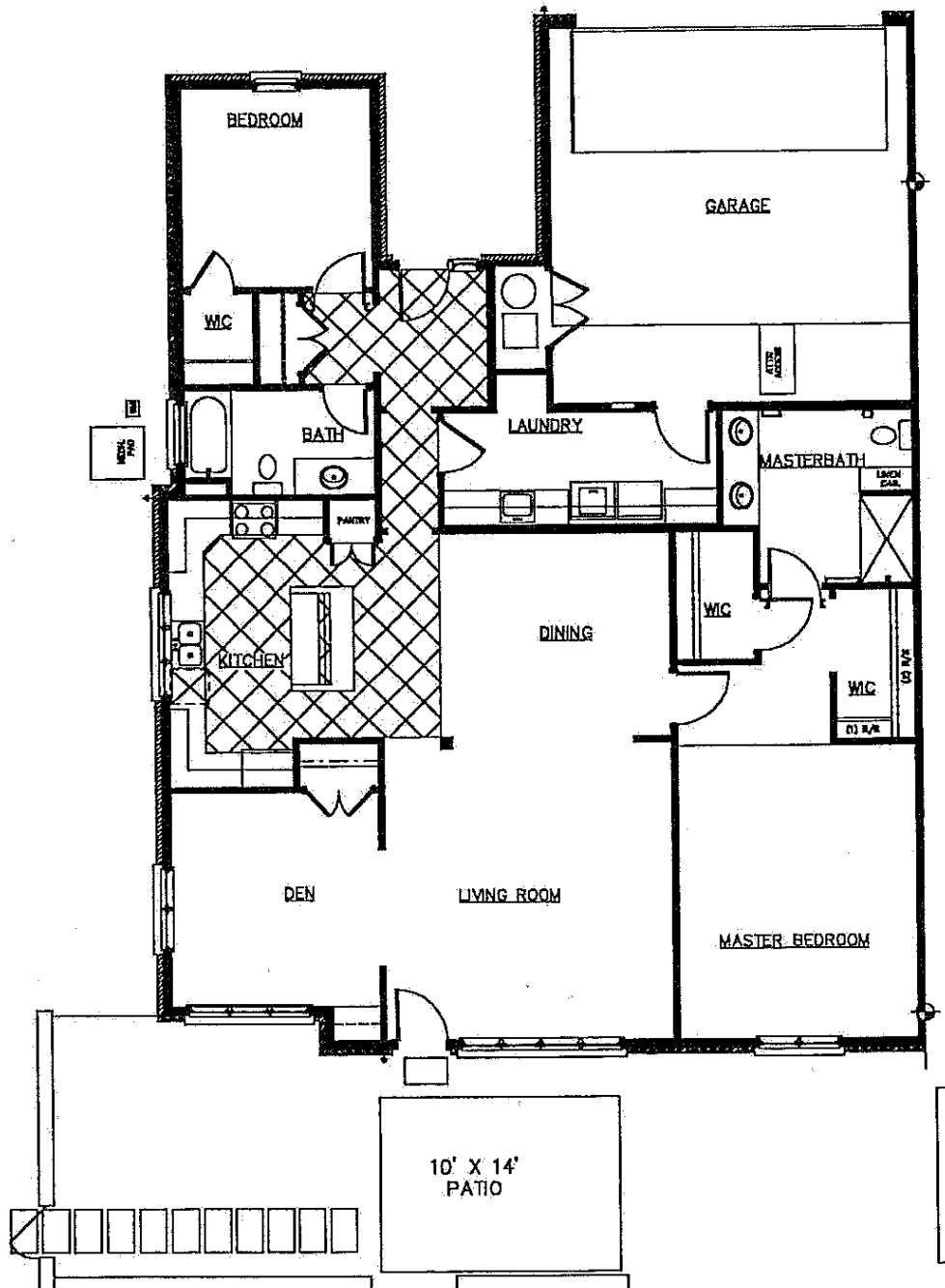
A UNIT OWNERSHIP ESTATE UNIT B - AMENDED SHEET 3 OF 6

I-2004-001725 Book 1594 Pg: 604

02/20/2004 2:31 pm Pg 0557-0628

Fee: \$ 155.00 Doc: \$ 0.00

Carol Fortner - Delaware County Clerk
State of Oklahoma



AREA
HOUSE
1988 SQ. FT.
GARAGE
506 SQ. FT.

THE VILLAGE AT ST. ANDREW'S

GROVE, OKLAHOMA

Philip A. Lawrence, Jr. ARCHITECT

804 S. South Street
Bloomington, Indiana 47404
Phone (317) 338-6666 Fax (317) 338-6700

UNIT STYLE "B"
AMENDED FOR
BUILDING "11"

palj

12-22-03
1013
P. 0.00

A3-2

BYLAWS AND DECLARATIONS

EXHIBIT "B"

THE VILLAGE AT ST. ANDREW'S

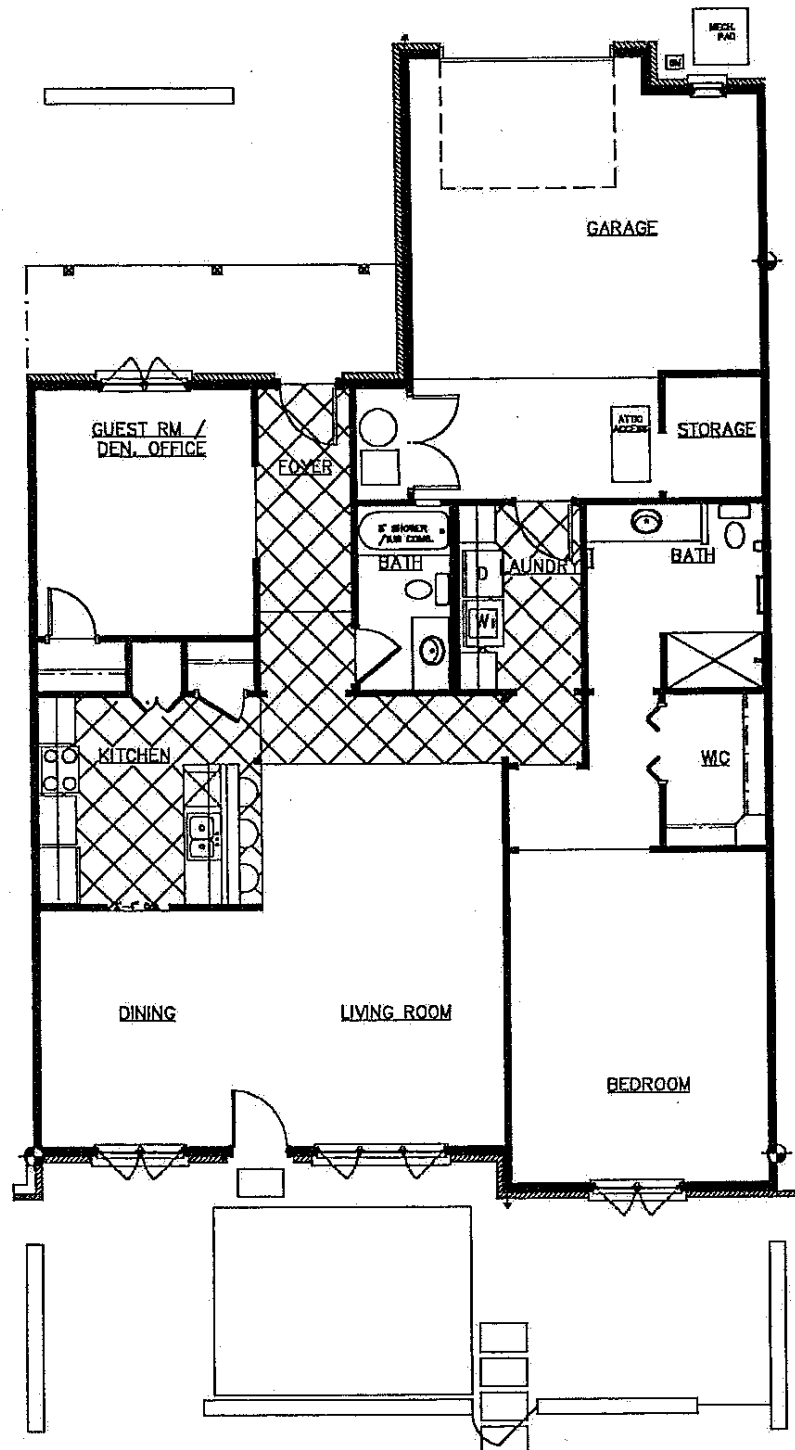
A UNIT OWNERSHIP ESTATE
UNIT C SHEET 4 OF 6

I-2004-001725 Book 1594 Pg: 605

02/20/2004 2:31 pm Pg 0557-0628

Fee: \$ 155.00 Doc: \$ 0.00

Carol Fortner - Delaware County Clerk
State of Oklahoma



AREA
HOUSE
1573 SQ. FT.
GARAGE
495 SQ. FT.

THE VILLAGE AT ST. ANDREW'S

GROVE, OKLAHOMA

Philip A. Lawrence, Jr., ARCHITECT

551 A South Street
Grove, Oklahoma, 74544
Phone: (405) 798-8446 Fax: (405) 798-8788

paljr

Issue Date:
10/20/03
Project No:
1013
File Name:

Unit Style "C"
FLOOR PLAN

A4

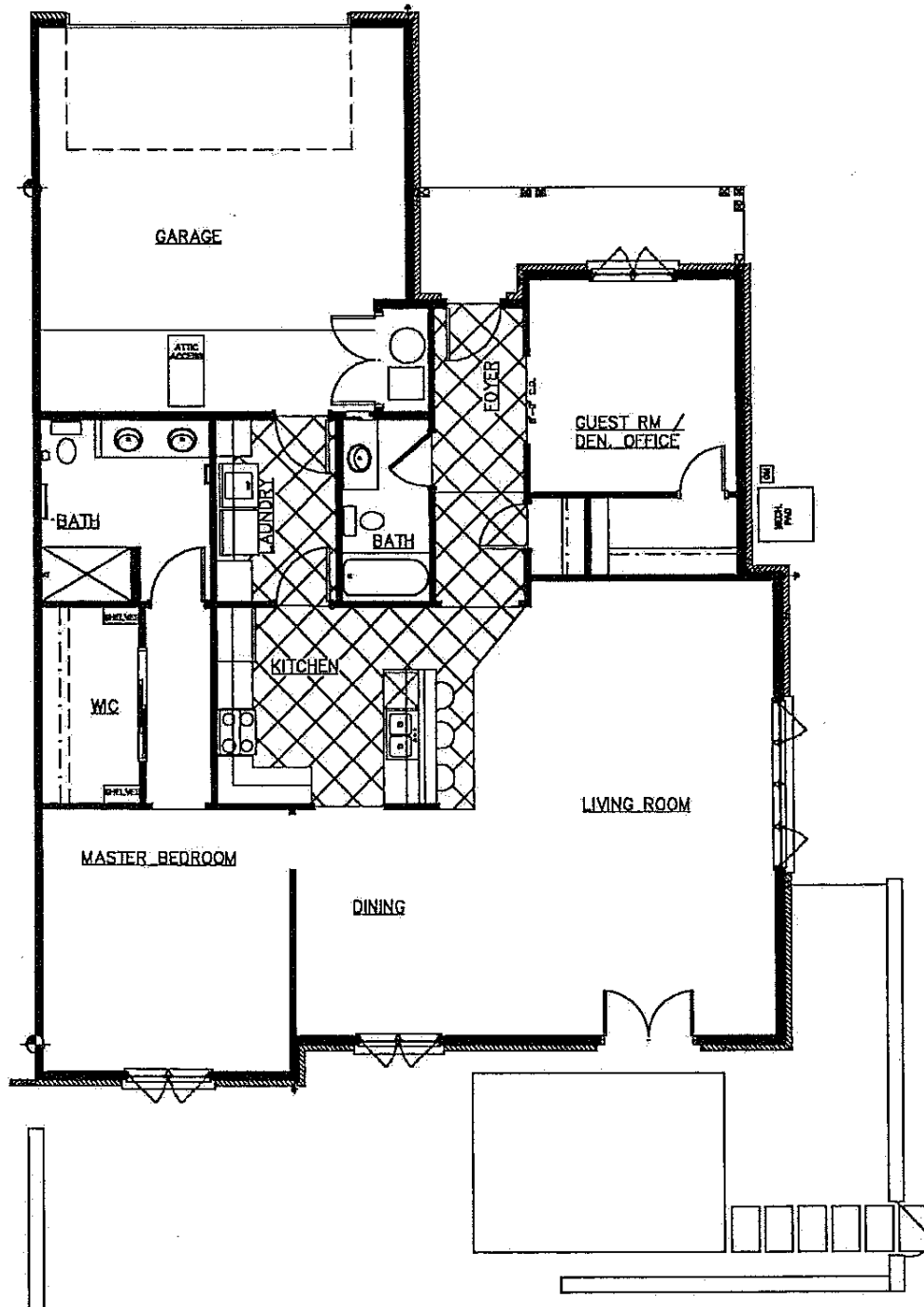
BYLAWS AND DECLARATIONS

EXHIBIT "B"

THE VILLAGE AT ST. ANDREW'S

A UNIT OWNERSHIP ESTATE
UNIT D SHEET 5 OF 6

I-2004-001725 Book 1594 Pg: 606
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma



AREA
HOUSE
1667 SQ. FT.
GARAGE
492 SQ. FT.

THE VILLAGE AT ST. ANDREW'S

GROVE, OKLAHOMA

Philip A Lawrence, Jr. ARCHITECT

854 S South Street
Grove, Oklahoma 74244
Phone: (405) 766-8446 Fax: (405) 766-8766

palj

Set Date
10/20/03
Project No.
1013
Sheet No.
A5

UNIT STYLE "D"
FLOOR PLAN

A5

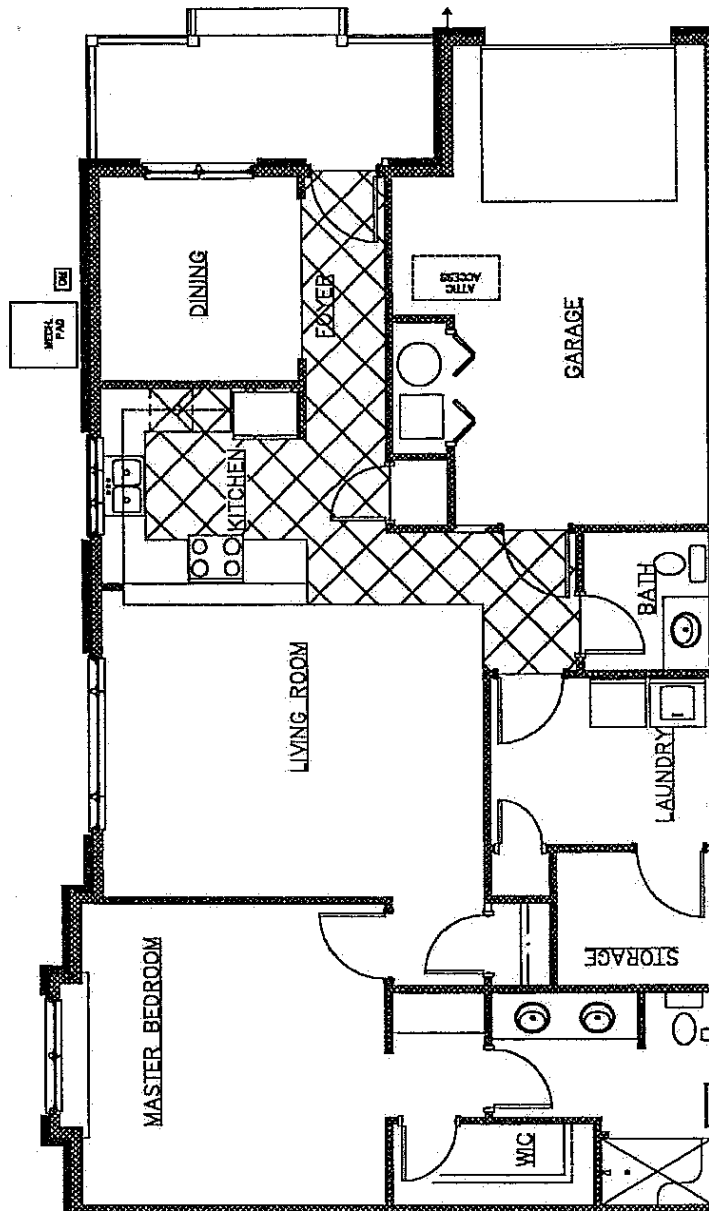
BYLAWS AND DECLARATIONS

EXHIBIT "B"

THE VILLAGE AT ST. ANDREW'S

A UNIT OWNERSHIP ESTATE
UNIT E, SHEET 6 OF 6

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



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

THE VILLAGE AT ST. ANDREW'S

GROVE, OKLAHOMA

Philip A. Lawrence, Jr. ARCHITECT

804 A North Grand
Grove, Oklahoma 74344
Phone: (918) 706-6448 Fax: (918) 706-6780

paljr

Issue Date:
10/23/03
Project No:
1013
File Name:
—

Unit Title
UNIT "E"
FLOOR PLAN

Sheet Number:
A6

Revised/Date

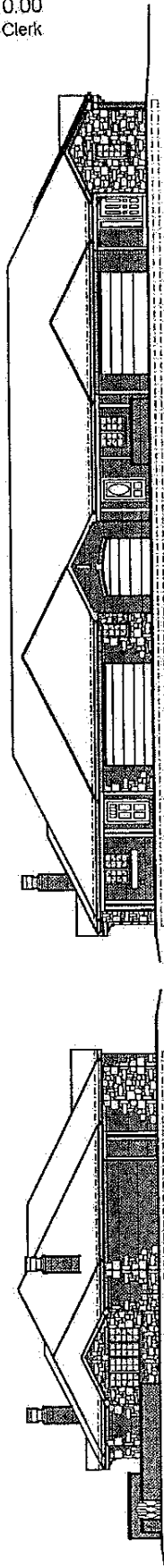
BYLAWS AND DECLARATIONS

I-2004-001725 Book 1594 Pg. 608
 02/20/2004 2:31 pm Pg 0557-0628
 Fee: \$ 155.00 Doc: \$ 0.00
 Carol Fortner - Delaware County Clerk
 State of Oklahoma

EXHIBIT "B"

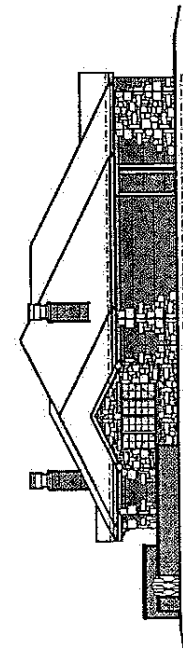
THE VILLAGE AT ST. ANDREWS

A UNIT OWNERSHIP ESTATE
 TYPICAL BLDG ELEVATION



② NORTH ELEVATION
 SCALE 1/8" = 1'-0"

① SOUTH ELEVATION
 SCALE 1/8" = 1'-0"



③ EAST ELEVATION
 SCALE 1/8" = 1'-0"

④ WEST ELEVATION
 SCALE 1/8" = 1'-0"

THE VILLAGE AT ST. ANDREWS GROVE, OKLAHOMA	paljr	1/2" = 1'-0"
Philip A. Lawrence, Jr., ARCHITECT 1000 N. W. 10th St. Tulsa, OK 74103 Phone: (918) 481-1111 Fax: (918) 481-1112	ELEVATIONS	L4

BYLAWS AND DECLARATIONS

EXHIBIT "C"

THE VILLAGE AT ST. ANDREW'S

A UNIT OWNERSHIP ESTATE

UNIT NO.

UNDIVIDED INTEREST
IN COMMON ELEMENTS

1-1	1/41
1-2	1/41
1-3	1/41
2-1	1/41
2-2	1/41
3-1	1/41
3-2	1/41
3-3	1/41
3-4	1/41
4-1	1/41
4-2	1/41
5-1	1/41
5-2	1/41
5-3	1/41
5-4	1/41
6-1	1/41
6-2	1/41
6-3	1/41
6-4	1/41
7-1	1/41
7-2	1/41
7-3	1/41
7-4	1/41
8-1	1/41
8-2	1/41
8-3	1/41
8-4	1/41
9-1	1/41
9-2	1/41
9-3	1/41
10-1	1/41
10-2	1/41
10-3	1/41
11-1	1/41
11-2	1/41
11-3	1/41
12-1	1/41
12-2	1/41
12-3	1/41
12-4	1/41

1-2004-001725 Book 1594 Pg: 609
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

TOTAL

41/41

BYLAWS AND DECLARATIONS

EXHIBIT "D"

I-2004-001725 Book 1594 Pg: 610
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

OFFICE OF THE SECRETARY OF STATE



NOT FOR PROFIT CERTIFICATE OF INCORPORATION

WHEREAS, the Not For Profit Certificate of Incorporation of

THE VILLAGE AT ST. ANDREW'S, INC.

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

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

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



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

A handwritten signature in cursive script, reading "M. Susan Savage", is written over a horizontal line.

Secretary of State

BYLAWS AND DECLARATIONS

EXHIBIT "E"

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

1-2004-001725 Book 1594 Pg: 611
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

ARTICLE I OFFICES

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

ARTICLE II DEFINITIONS

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

ARTICLE III CONFLICT WITH OTHER INSTRUMENTS

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

ARTICLE IV MEMBERS

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

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

BYLAWS AND DECLARATIONS

I-2004-001725 Book 1594 Pg: 612
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

ARTICLE V MEETINGS OF MEMBERS

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

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

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

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

BYLAWS AND DECLARATIONS

I-2004-001725 Book 1594 Pg: 613
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

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

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

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

BYLAWS AND DECLARATIONS

I-2004-001725 Book 1594 Pg: 614
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

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

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

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

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

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

BYLAWS AND DECLARATIONS

I-2004-001725-Book 1594-Pg: 615
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

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

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

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

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

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

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

ARTICLE VI MEMBERSHIP ASSESSMENTS AND LIEN RIGHTS

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

BYLAWS AND DECLARATIONS

I-2004-001725 Book 1594 Pg. 616

02/20/2004 2:31 pm Pg 0557-0628

Fee: \$ 155.00 Doc: \$ 0.00

Carol Fortner - Delaware County Clerk
State of Oklahoma

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

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

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

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

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

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

ARTICLE VII BOARD OF DIRECTORS

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

BYLAWS AND DECLARATIONS

I-2004-001725 Book 1594 Pg: 617
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

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

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

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

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

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

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

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

BYLAWS AND DECLARATIONS

I-2004-001725 Book 1594 Pg: 618

02/20/2004 2:31 pm Pg 0557-0628

Fee: \$ 155.00 Doc: \$ 0.00

Carol Fortner - Delaware County Clerk
State of Oklahoma

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

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

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

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

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

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

ARTICLE VIII OFFICERS

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

BYLAWS AND DECLARATIONS

I-2004-001725 Book 1594 Pg: 619
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

Board of Directors.

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

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

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

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

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

8.7 Secretary. The Secretary shall:

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

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

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

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

BYLAWS AND DECLARATIONS

1-2004-001725 Book 1594 Pg: 620
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

furnished
to the Secretary by such Association;

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

(f) In general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

8.8 Treasurer. The Treasurer shall:

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

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

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

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

ARTICLE IX CONTRACTS, LOANS, CHECKS AND DEPOSITS

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

BYLAWS AND DECLARATIONS

I-2004-001725 Book 1594 Pg:- 621
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

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

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

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

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

ARTICLE X

INDEMNIFICATION OF DIRECTORS AND OFFICERS MEMBERS

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

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

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

BYLAWS AND DECLARATIONS

I-2004-001725 Book 1594 Pg: 622
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

provisions:

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

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

ARTICLE XI

POWERS AND DUTIES OF ASSOCIATION

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

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

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

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

BYLAWS AND DECLARATIONS

1-2004-001725 Book 1594 Pg: 623

02/20/2004 2:31 pm Pg 0557-0628

Fee: \$ 155.00 Doc: \$ 0.00

Carol Fortner - Delaware County Clerk
State of Oklahoma

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

BYLAWS AND DECLARATIONS

I-2004-001725 Book 1594 Pg: 624
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

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

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

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

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

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

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

BYLAWS AND DECLARATIONS

I-2004-001725 Book 1594 Pg. 625
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

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

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

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

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

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

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

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

BYLAWS AND DECLARATIONS

I-2004-001725 Book 1594 Pg. 626
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

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

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

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

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

ARTICLE XII **MISCELLANEOUS**

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

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

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

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

BYLAWS AND DECLARATIONS

I-2004-001725 Book 1594 Pg: 627
02/20/2004 2:31 pm Pg 0557-0628
Fee: \$ 155.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

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

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

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

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

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

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

ARTICLE XIII **AMENDMENTS**

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

BYLAWS AND DECLARATIONS

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

I-2004-001725 Book 1594 Pg: 628

02/20/2004 2:31 pm Pg 0557-0628

Fee: \$ 155.00 Doc: \$ 0.00

Carol Fortner - Delaware County Clerk
State of Oklahoma

ARTICLE XIV WAIVER OF NOTICE

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

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

THE VILLAGE AT ST. ANDREWS, INC.

By William A. Myers President
William A. Myers

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

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

Carrie Lampe
Notary Public

My Commission Expires:

10/8/07
RDJHARRISBYLAWSllc

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

PRELIMINARY TITLE

PRELIMINARY TITLE



First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Commitment

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore, President

Jeffrey S. Robinson, Secretary

If this jacket was created electronically, it constitutes an original document.

COMMITMENT CONDITIONS

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



PRELIMINARY TITLE

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
 - (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
 - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements;
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



PRELIMINARY TITLE

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



PRELIMINARY TITLE



First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A

Transaction Identification Data for reference only:

Issuing Agent: **Grand River Abstract & Title Company**

Issuing Office's ALTA® Registry ID:

Commitment No.: **20-00003-G**

Property Address: , Grove, OK 74344

Revision No.:

Issuing Office: **Grand River Abstract & Title Company**

Loan ID No.:

Issuing Office File No.: **20-00003-G/11764/TT**

SCHEDULE A

1. Commitment Date: **January 21, 2020 at 7:55AM**
2. Policy to be issued:
 - (a) ☒ ALTA® Owner's Policy of Title Insurance
☐ ALTA® Homeowner's Policy of Title Insurance
Proposed Insured: **TBD**
Proposed Policy Amount: \$ **TBD**
 - (b) ☐ ALTA® Loan Policy of Title Insurance
☐ ALTA® Expanded Coverage Residential Loan Policy
Proposed Insured:
Proposed Policy Amount: \$
 - (c) ☐ ALTA® Policy
Proposed Insured:
Proposed Policy Amount: \$
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple. (*identify estate covered, i.e., fee, leasehold, etc.*)
4. The Title is, at the Commitment Date, vested in: **Arvest Bank-Trust, Successor Trustee of the William A. Myers Revocable Trust, dated January 17, 1996**
5. The Land is described as follows:

Units 6A-1, 6A-2, 6B-3, 6B-4, 1-1, 1-2, 1-3, 2-1, 2-2, 2-3, 3-2, 3-3, 5-2, 7-1, 7-2, 7-3, 7-4, 8-1, 8-2, 8-3, 8-4, 9-1, 9-2, and 9-3, The Village at Grand Lake (formerly The Village at St. Andrew's), a unit ownership estate, according to the Declaration thereof and all Amendments thereto recorded in the office of the County Clerk, Delaware County, Oklahoma, together with an undivided interest in the common elements appertaining thereto.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



PRELIMINARY TITLE

FIRST AMERICAN TITLE INSURANCE COMPANY

By:



Authorized Signatory
Tracey Tremain #100254158


This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



PRELIMINARY TITLE

 First American Title™	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Schedule BI & BII	

Commitment No.: 20-00003-G

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Proper documents creating the estate or interest to be insured must be executed and duly filed for record, to wit:
[Any deed and/or mortgage from individuals MUST STATE CURRENT MARITAL STATUS of record owner or proposed mortgagor and be joined in execution by spouse, if married.]
 - a. Deed from Arvest Bank-Trust, Successor Trustee of the William A. Myers Revocable Trust, dated January 17, 1996 vesting fee simple title in TBD.
NOTE: The State of Oklahoma requires the payment of a documentary stamp tax as a condition precedent to the recordation of a Deed.
 - b. Mortgage from TBD securing your loan.
NOTE: The State of Oklahoma requires the payment of a mortgage tax as a condition precedent to the recordation of a mortgage.
5. Return properly executed Seller/Owner Statement to the Company, including satisfactory evidence that all bills for labor and materials furnished for the improvements of said premises have been or will be paid.
6. Obtain final written title report or final abstracting for issuance of title policy.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



PRELIMINARY TITLE

 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BI & BII (Cont.)	

Commitment No.: 20-00003-G

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

STANDARD EXCEPTIONS

- a. Rights or claims of parties in possession not shown by the Public Records.
- b. Easements, or claims of easements, not shown by the Public Records.
- c. Any encroachments, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete land survey of the Land or that could be ascertained by an inspection of the Land.
- d. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records
- e. The Standard Exceptions (a, b, c and d above) may be eliminated in the Policy upon meeting the requirements of the Company.

STANDARD SPECIAL EXCEPTIONS

1. Ad valorem taxes for 2020, amount of which is not ascertainable, due or payable.
2. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, limestone, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records.
3. Water rights, claims or title to water, whether or not shown by the Public Records.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



PRELIMINARY TITLE

 First American Title™	ALTA Commitment for Title Insurance
Schedule BI & BII (Cont.)	ISSUED BY First American Title Insurance Company

Commitment No.: 20-00003-G

SCHEDULE B, PART II (Continued)
Standard Special Exceptions (Continued)

4. Subject to statutory right-of-way on and along all section lines.
5. Utility Easement in favor of The United States Postal Service, recorded July 2, 1976, in Book 346, Pages 828-829; the above easement was assigned to Grove Municipal Services Authority, by assignment recorded July 2, 1976 in Book 346, Pages 830-831.
6. Road easements in favor of the State of Oklahoma, recorded August 15, 1938 and December 14, 1945 in Book 124, Page 464, and in Book 165, Pages 586-587, respectively.
7. Easement for Drainage in favor of The City of Grove, William A. Myers Trust, William A. Myers Trustee and the owners of The Village at St. Andrews dated October 23, 2006, filed October 27, 2006 and recorded in Book 1741, Pages 614-615.
8. Easement for Drainage in favor of The City of Grove, Bill Paul Duffield and Jane Ann Duffield, husband and wife, Trustees of The Duffield Family Revocable Living Trust Agreements Dated the 27th day of March, 2003, William A. Myers, Trustee of The William A. Myers Trust dated January 17, 1996, and the Owners of The Village of St. Andrews, dated September 11, 2006, filed October 27, 2006 and recorded in Book 1741, Page 616.
9. Easement for Drainage in favor of The City of Grove, Bill Paul Duffield and Jane Ann Duffield, husband and wife, Trustees of The Duffield Family Revocable Living Trust Agreements Dated the 27th day of March, 2003, William A. Myers, Trustee of The William A. Myers Trust dated January 17, 1996, and the Owners of The Village of St. Andrews, dated September 11, 2006, filed July 24, 2007 and recorded in Book 1780, Pages 273-274.
10. Dedication of streets and utility easements to the public, as appears in the subdivision plat of the Village at St. Andrew's, as recorded October 6, 2003 in Book 1577, Pages 517-526.
11. Covenants, conditions, restrictions, easements, reservations, and by-laws, all as contained and set forth in the Declaration of Unit Ownership Estate for the Village at St. Andrew's, recorded February 20, 2004 in Book 1594, Pages 557-628.
12. Amendment to the Declaration of Unit Ownership Estate for the Village at St. Andrews dated December 31, 2005, filed January 5, 2006 and recorded in Book 1697, Page 533.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



PRELIMINARY TITLE

13. Amendment to the Declaration of Unit Ownership Estate for the Village at St. Andrews dated August 21, 2006, filed August 23, 2006 and recorded in Book 1731, Page 259.
14. Amendment to the Declaration of Unit Ownership Estates for the Village at St. Andrews Delaware County, Oklahoma dated August 4, 2014, filed August 15, 2014 and recorded in Book 2085, Pages 875-881.
15. Amended and Restated Declaration of Unit Ownership Estate for The Village at Grand Lake dated December 18, 2019, filed December 18, 2019 and recorded in Book 2305, Pages 85-120.

PROPERTY PHOTOS

NORTHWEST VIEW



SOUTHWEST VIEW



SOUTHEAST VIEW



ST ANDREWS CIRCLE STREET VIEWV



TRACT 1



TRACT 1



TRACT 1



TRACT 1



TRACT 1



TRACT 1



TRACT 1



TRACT 1



TRACT 1



TRACT 2



TRACT 2



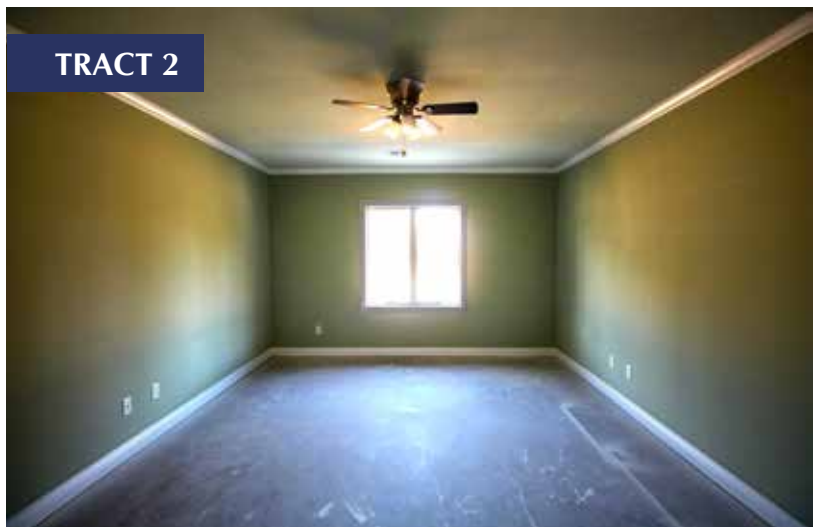
TRACT 2



TRACT 2



TRACT 2



TRACT 2



TRACT 3



TRACT 3



TRACT 3



TRACT 3



TRACT 3



TRACT 4



TRACT 4



TRACT 4



TRACT 4



TRACT 4



TRACT 4



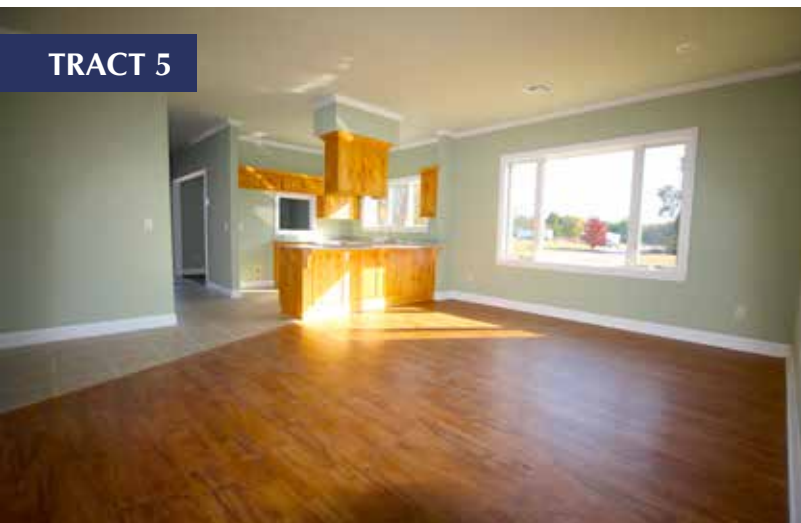
TRACT 5



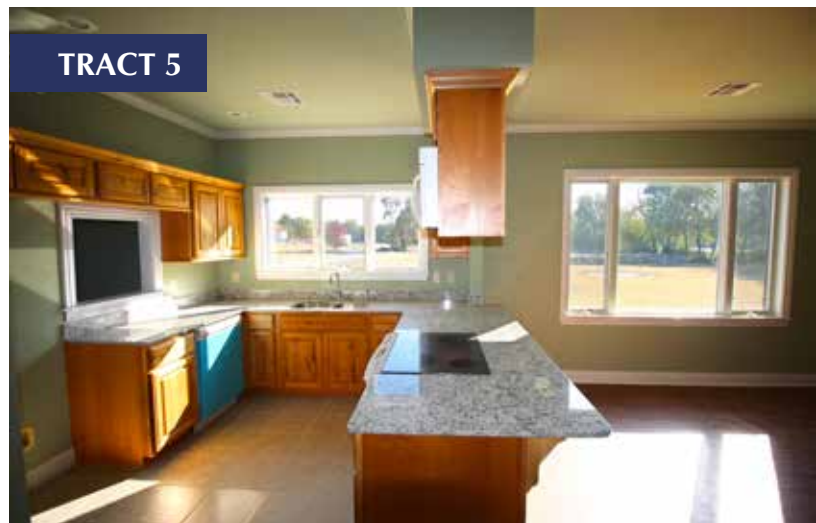
TRACT 5



TRACT 5



TRACT 5



TRACT 5



TRACT 5



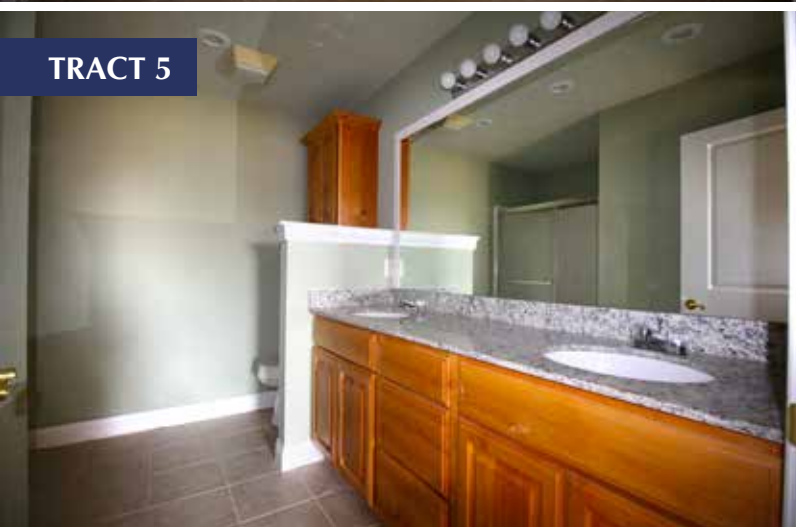
TRACT 5



TRACT 5



TRACT 5



TRACT 5



TRACT 6



TRACT 6



TRACT 6



TRACT 7



TRACT 7



TRACT 7



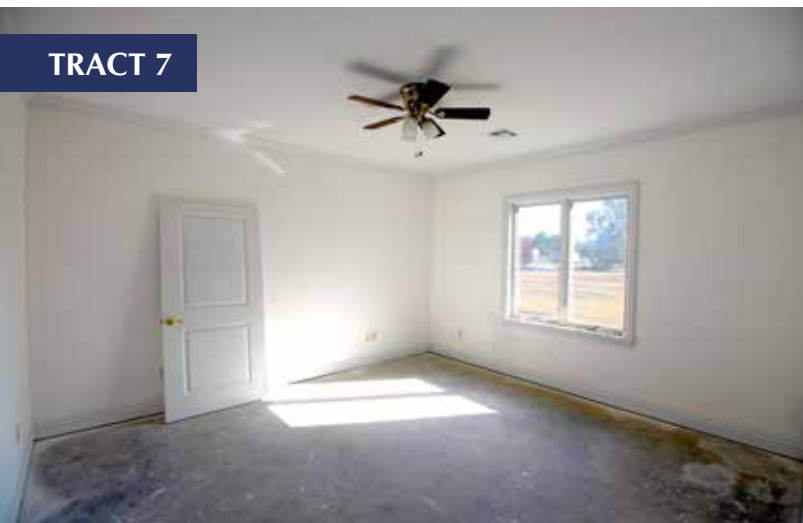
TRACT 7



TRACT 7



TRACT 7



TRACT 8



TRACT 9



TRACT 10



TRACT 10



TRACT 11



TRACT 12



TRACT 13



THE VILLAGE AT GRAND LAKE ENTRANCE



CLUBHOUSE



CLUBHOUSE



CLUBHOUSE



CLUBHOUSE



CLUBHOUSE



CLUBHOUSE



CLUBHOUSE



CLUBHOUSE





950 North Liberty Drive, Columbia City, IN 46725
800.451.2709 • 260.244.7606 • www.schraderauction.com

