

MEGHAN COVES

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BY-LAWS ARTICLES

EXHIBIT D (continued)
BY-LAWS OF MEGHAN COVES ASSOCIATION, INC.
AN OKLAHOMA NONPROFIT CORPORATION

The administration of the Meghan Coves Condominium Estates Project, hereinafter "Meghan Coves" and the Meghan Coves Association, Inc., hereinafter synonymous with "Association," shall be governed by its Articles of Incorporation, these By-Laws, by the Unit Ownership Estate Act of the State of Oklahoma (Title 60, Oklahoma Statutes Annotated, Sections 501-530, inclusive), hereinafter the "Act," and by the Declaration of the following described Property:

Part of the East $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 17, Township 24 North, Range 24 East, Delaware County, Oklahoma, being more particularly described as follows: Beginning at the SE corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Sec. 17, Twp. 24 N., Rge. 24 E.; thence along the centerline of Lake Road No. 6 N. $89^{\circ} 26' 56''$ W. a distance of 1116.66'; thence N. $00^{\circ} 53' 17''$ E. a distance of 622.00'; thence N. $88^{\circ} 56' 56''$ W. a distance of 210.00'; thence N. $00^{\circ} 53' 17''$ E. a distance of 365.45'; thence S. $89^{\circ} 35' 56''$ E. a distance of 329.62'; thence N. $00^{\circ} 46' 56''$ E. a distance of 284.50'; thence N. $35^{\circ} 05' 56''$ E. a distance of 34.56'; thence N. $26^{\circ} 00' 00''$ E. a distance of 111.21'; thence N. $31^{\circ} 29' 36''$ E. a distance of 58.49' to a point on the Grand River Dam Authority Taking Line; thence along said Taking Line S. $42^{\circ} 36' 00''$ E. a distance of 17.56'; thence S. $42^{\circ} 38' 00''$ E. a distance of 336.80'; thence S. $19^{\circ} 36' 00''$ E. a distance of 284.00'; thence N. $61^{\circ} 21' 00''$ E. a distance of 128.40'; thence S. $34^{\circ} 32' 00''$ E. a distance of 231.20'; thence S. $86^{\circ} 35' 00''$ E. a distance of 160.40'; thence S. $76^{\circ} 02' 00''$ E. a distance of 143.71'; thence leaving the aforesaid Taking Line South a distance of 760.79' to the point of beginning and containing 28.091 acres. Property is subject to the right of way of Lake Road No. 6 on the South side; which Declaration has been recorded in the Office of the County Clerk of the County of Delaware, State of Oklahoma, simultaneously with the recording of these By-Laws.

Article I
APPLICATION OF BY-LAWS

All present and future Unit Owners, mortgagees, lessees and occupants of units and their employees, and any persons who may use the facilities of the property in any manner are subject to the Declaration, the Articles of Incorporation, these By-Laws, and all rules made pursuant hereto and any amendment thereof. The acceptance of a deed of conveyance or the entering into of a lease or the act of occupancy of a unit shall constitute an agreement that the provisions of the Declaration, the Articles of Incorporation, and these By-Laws (and any rules and regulations made pursuant thereto), as they may be amended from time to time, are accepted, ratified, and will be complied with.

Article II
DEFINITIONS

The language, terms and expressions used in these By-Laws shall be defined in accordance with the definitions thereof contained in the Unit Ownership Estate Act of the State of Oklahoma, unless a contrary intention is expressed herein or unless it is plainly evident from the context hereof that a different definition or meaning was intended. Wherever used in these By-Laws, the word "Act" shall have reference to and mean the aforesaid Unit Ownership Estate Act and any and all amendments thereto or revisions thereof. Wherever used in these By-Laws, the word "Declaration" shall have reference to and mean the DECLARATION OF UNIT OWNERSHIP ESTATE FOR MEGHAN COVES CONDOMINIUM ESTATES and any future amendments thereto as recorded in the Office of the County Clerk of the County of Delaware, State of Oklahoma.

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

2. These By-Laws have been prepared and executed pursuant to the requirements by By-Laws and references thereto contained in the Act. By acceptance of title to an interest in any Unit designated in the Declaration, all Unit Owners, for themselves, their heirs, executors, administrators, trustees, legal and personal representatives, grantees, successors, assigns, lessees and tenants, specifically agree that these By-Laws and any subsequent amendments hereto shall, for all purposes,

be construed as the By-laws required by and referred to in the Act.

Article III
BOARD OF DIRECTORS

1. Number, Tenure, and Qualifications. The management and control of the affairs of the Association and the management and control of the Property shall be governed by and be in charge of a Board of Directors composed of five (5) individual Unit Owners. Until seventy-five per cent (75%) of the Unit Ownership Estates have been sold and title thereto transferred by the Declarant, or until July 1, 1987, whichever occurs first, and thereafter until their successors shall have been elected by the Unit Owners, the Board of Directors shall consist of such of the officers, members or employees, not exceeding five (5) in number, of the Declarant or such other persons as shall be designated by the Declarant. Said officers or employees of Declarant need not be Unit Owners nor occupy Units. Thereafter, the number, the selection, qualification and tenure of said Board of Directors shall be as set forth in these By-laws. During their tenure, the Board of Directors designated by the Declarant shall have and exercise all of the powers and perform all of the duties of the Board of Directors hereinafter set forth during the aforesaid period that said Board is comprised of such officers and directors.

Within one hundred twenty (120) days following (i) the delivery of deeds by the Declarant to seventy-five per cent (75%) of the Unit Ownership Estates covered hereby or (ii) July 1, 1987, whichever occurs first, the Declarant shall notify all Unit Owners thereof and the first (1st) annual meeting of the Unit Owners shall be held within thirty (30) days thereafter on a call issued by the President. The Members of the Board of Directors designated by the Declarant shall serve until seventy-five per cent (75%) of the Units have been conveyed or July 1, 1987, whichever occurs first, as stated above, at which time the Board of Directors designated by the Declarant will resign and five (5) new Directors will be elected by the Members of the Association to said Board at a special meeting called for such purpose, which Directors shall serve as a temporary Board until the regularly scheduled annual meeting. The Declarant may call for a special election of Directors at any time prior to the conveyance of all Units.

Each Director elected at the aforesaid meeting of the Unit Owners and each Director thereafter elected must be a Unit Owner, must possess the capacity to contract and must, in fact, occupy a Unit in Meghan Coves. At the first (1st) annual meeting of the Association following resignation of the Declarant-designated Directors, five (5) individual Owners will be elected as the Association's Board of Directors. The term of one (1) Director shall be fixed for three (3) years, and the term of two (2) Directors shall be fixed for two (2) years, and the term of two (2) Directors shall be fixed for one (1) year. At the expiration of the initial term of office of each of said Directors, their respective successors shall be elected to serve for a term of three (3) years. Each Director shall hold office until his successor has been elected, qualified and takes office.

2. Powers and Duties of the Board of Directors. The Board of Directors shall have and exercise the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Property and may do all other lawful acts and things as are authorized by the Act, by any other statutes of the State of Oklahoma, by the Declaration or by these By-laws not directed or required thereby to be exercised or done by the Unit Owners. As an incidence of the general powers and duties vested in the Board of Directors by the Act, the Declaration and these By-laws, but without limiting such general powers, the Board of Directors shall be empowered with the following authority and shall have the following duties;

A. To administer and enforce the covenants, conditions, restrictions, uses, limitations, obligations and all other provisions set forth in the Declaration and in these By-laws, and the rules and regulations;

B. To establish, make and enforce compliance with such rules and regulations as may be necessary for the operation, use and occupancy of the Property with the right to amend such rules and regulations from time to time. A copy of all rules and regulations shall be delivered or mailed to each Unit Owner promptly upon the adoption thereof;

C. To maintain, operate, and keep in good state of repair all of the Common Elements;

D. To establish, determine, levy and collect assessment for the maintenance of the Common Elements as such common expenses are defined in the Act, the Declaration and these By-laws; to levy and collect special assessment whenever in the opinion of the Board it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies. The Board, by a majority vote thereof, may adjust, decrease or increase the amount of periodic assessments for common expenses; provided, however, that the maximum annual assessment may be increased by the Board effective January 1 of each year by not more than ten per cent (10%) above the maximum assessment for the previous year, unless such increase is first approved by a majority of Unit Owners as defined in the Act. All assessments for common expenses shall be in an itemized statement form and shall set forth the detail of the various expenses for which the assessments are being made. The assessments shall be estimated by the Board in the manner hereinafter set forth;

E. To file statements of lien for unpaid common expenses, to foreclose the same and, in general, to collect delinquent assessments for unpaid common expenses by suit or otherwise, as provided in the Act and these By-laws; to enjoin or seek damages from a Unit Owner for a violation of any restrictive covenants contained in the Declaration, these By-laws, or the rules and regulations in any manner authorized by law; to institute suits at law or in equity for and on behalf of the Unit Owners or for one (1) or more Unit Owners, in the protection of a common right, to protect and defend all of the Property submitted to the provisions of the Act by the Declaration from loss and damage by any means, including the institution of suits at law or in equity;

F. To enter into contracts within the scope of the powers and duties of the Directors as set forth in these By-laws or as expressed or implied in the Act, or as may be contained in the Declaration;

G. To employ such personnel as in the sole discretion of the Board of Directors is necessary for the maintenance, upkeep surveillance and protection of the Buildings and the Common Elements and services; to establish the salary or rate of pay for all such employees and to discharge or suspend any such employee for any cause which, in the sole judgment of the Board of Directors, justifies such action;

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

I. To keep and maintain full and accurate books of account and records reflecting all receipts, expenses and disbursements and to permit examination thereof at any reasonable time by any Unit Owner or holder of a recorded mortgage on any Unit and the Veterans Administration if, and only if, there exists a V.A. mortgage on a Unit, and to cause, upon the sole discretion of the Board of Directors, an audit of the books and accounts of the Association by a competent Certified Public Accountant, which audit shall be a common expense and shall be conducted only at the discretion of the Board of Directors;

J. To purchase or lease or otherwise acquire in the name of the Association or its designee, corporate or otherwise, on behalf of all Unit Owners, any Unit Ownership Estate offered for sale or lease or surrendered by other Owners to the Association;

K. To purchase Unit Ownership Estates at foreclosure or other judicial sales in the name of the Association or its designee, whether corporate or otherwise, on behalf of all Unit Owners;

L. To organize corporations to act as designees of the Association in acquiring title to or leasing of Unit Ownership Estates on behalf of all Unit Owners;

M. To sell, lease, mortgage, vote the votes appurtenant to (other than for the election of Members of the Board of Directors), or otherwise deal in Unit Ownership Estates acquired by, and subleasing Unit Ownership Estates leased by the Board of Directors or its designee, corporate or otherwise, on behalf of all Unit Owners;

N. To grant licenses for vending machines and for the installation of coin-operated accessory machines or appliances;

O. To lease or purchase any equipment or personal property necessary for the operation or maintenance of the Common Elements in the opinion of such Board;

P. To obtain insurance for the Property and the Association pursuant to the provisions of Article VIII hereof;

Q. To make repairs, additions and improvements to or alterations of the Property and repairs to and restoration of the Property in accordance with the other provisions of these By-laws after damage or destruction by fire or other casualty, or as the result of eminent domain proceedings;

R. To accept and exercise all powers of attorney or appointments of Attorney in Fact directed and authorized to be made by the Declaration;

S. To enter into management contracts with a professional management agent or management company; and

T. In general, to carry on the administration of the Association and the Property and to do all things necessary and reasonable in order to carry out the basic administrative functions of this Association of Unit Owners and to do all acts and perform all functions reasonably implied in the Unit Ownership Estate form of property ownership.

3. Managing Agent and Manager. The Board of Directors shall employ, on behalf of the Unit Owners, a professional managing agency or manager customarily engaged in the profession of managing similar condominium or apartment developments of the type and size of Meghan Coves at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize, including, but not limited to the duties listed in Subparagraphs A, B, C, E, F, G, I, N, O, P, Q and T of Paragraph 2 of this Article. The Board of Directors may not delegate to the professional managing agency or manager the powers granted to the Board of Directors by these By-laws set forth in Subparagraph D, except the authority to collect assessments may be delegated and Subparagraphs H, J, K, L, M, R and S of Paragraph 2 of this Article. Any management contract entered into by the Board shall provide that it may be terminated without cause and without payment of any termination fee by either party upon ninety (90) days written notice and shall not be for any term greater than one (1) year. The Board shall have the authority to enter into a contract with an affiliate of the Declarant to act as the managing agent.

4. Manner of Removal of Board of Directors. At any regular or special meeting of Unit Owners, any one (1) or more of the Members of the Board of Directors may be removed with or without cause by a majority vote of all the Unit Owners and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any Director whose removal has been proposed by a Unit Owner shall be given an opportunity to be heard at a meeting called for his ouster.

5. Vacancies. Any vacancy occurring in the Board of Directors caused by any reasons other than the removal of a Member thereof by a vote of the Unit Owners shall be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum, unless otherwise provided by law. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. The election of any Director occasioned by reason of an increase in the authorized number of Directors shall be filled by election at an annual meeting or a special meeting of the Unit Owners called for that purpose.

6. Organizational Meeting. Within seven (7) days following the first (1st) annual meeting of the Unit Owners set forth in Paragraph 1 of this Article, the first (1st) meeting of the Board of Directors elected at such meeting shall be held. No notice shall be necessary for said organizational meeting of the Board. Said organizational meeting of the Board shall be held at the same place as said meeting of Unit Owners, or any other place designated by the Board.

7. Annual and Regular Meetings. The annual meeting of the Board of Directors shall be held without other notice than this By-law immediately following the annual meeting of the Unit Owners and at the same place as the annual meeting of the Unit Owners or any other place designated by the Board. The Board of Directors may provide by resolution the time and place for the holding of such regular meeting as the business of the Association requires.

8. Special Meetings. Special meetings of the Board of Directors may be called by the President or Secretary of the Association and shall be called at the request of any two (2) Directors.

9. Notice of Meetings. Notice of regular meetings, unless established by a previous resolution of the Board (except annual), and any special meetings of the Board shall be given at least seven (7) days previous thereto by written notice delivered personally or mailed and if a special meeting, must also set forth the purpose thereof. All notices shall be given by the Secretary of the Association. If mailed, notices shall be deemed to be delivered when deposited first class mail in the United States Post Office, addressed, with postage thereon prepaid. If sent by telegraph, such notice shall be deemed to be delivered when deposited with any federally licensed telegraph office.

Any 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 thereat because the meeting is not lawfully called or convened.

10. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business and the acts of the majority shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting, as originally called, may be transacted without further notice; provided, however, that less than a majority of the Board may constitute a quorum at such adjourned meetings, if prior to the adjourned meeting, a second (2nd) written notice is given to each Member of the Board at least seven (7) days prior to the adjourned meeting stating the date, time and place of the adjourned meeting and advising each Director that less than a quorum shall act on any business which might have been transacted at the meeting as originally called. At such meeting following the second (2nd) notice, less than a majority of the Board present at the meeting shall be authorized to conduct any business which might have been transacted at the original meeting.

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

12. Compensation. The Directors as such shall not be paid any compensation for their services rendered to the Association. However, they may be paid any expenses advanced or incurred by them for and on behalf of the Association. This provision shall not be construed, however, to preclude any Director from serving the Association in any other capacity and receiving compensation therefore. Except for representatives of Declarant, no Director may be employed by the Board as a managing agent for the Association unless simultaneously with his employment as such managing agent, he resigns his position as Director. This provision, however, shall not preclude the Declarant from acting as the managing agent and receiving compensation therefore.

13. Fidelity Bond. The Board of Directors may require that all officers, agents and employees of the Association handling or responsible for Association funds shall furnish fidelity bonds in such company and in such amounts as are satisfactory to the Board of Directors. The premiums of such bonds shall constitute a common expense.

14. Liability. The Members of the Board of Directors shall not be liable to the Unit Owners or any of them for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the Members of the Board of Directors, as provided in Paragraph 12 of Article IV of these By-laws, and against all contractual liability to others arising out of contracts made by said Board on behalf of the Unit Owners or Association of Unit Owners, unless any such contract shall have been made in bad faith, or contrary to the provisions of the Declaration or these By-laws. It is intended that the Members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Unit Owners or Association of Unit Owners. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Directors or out of the aforesaid indemnity in favor of the Members of the Board of Directors shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interest of all of the Unit Owners in the Common Elements. Every agreement or contract made by the Board of Directors on behalf of the Unit Owners or the Association of Unit Owners shall provide that the Members of the Board of Directors are acting only as agents for the Unit Owners or Association of Unit Owners and shall have no personal liability thereunder (except as Unit Owners) and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interest of all Unit Owners in the Common Elements.

Article IV
OFFICERS

1. Designation. The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. The Board may, but shall not be required, to appoint such officers and assistant officers as may be deemed necessary by the Board. Except for representatives of Declarant, the President and Vice President must be elected from the Membership of the Association.

2. Election and Term of Office. The Officers of the Association shall be elected annually by the Board of Directors at the first (1st) annual meeting of the Board of Directors held after each annual meeting of the Unit Owners. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as may be convenient. Each Officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death, or until he shall resign, or shall have been removed in the manner hereinafter provided, whichever occurs first.

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

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

5. President. The President shall be the principal Executive Officer of the Association and, subject to control of the Board of Directors, shall in general supervise and control all of the business affairs of the Association. The President shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the president of an incorporated association, including, but not

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

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

7. Secretary. The Secretary shall:

A. Keep the minutes of all meetings of the Unit Owners and of the Board of Directors and shall compile and maintain a Minute Book wherein all such minutes shall be recorded and wherein all resolutions and actions of the Unit Owners and of the Board of Directors shall be recorded;

B. Prepare all notices and discharge the responsibility of seeing that all notices are duly given in accordance with the provisions of these By-laws or as required by the Act, the Declaration, resolutions of the Association, resolutions of the Board, or as may be required by any other law or statute of the State of Oklahoma;

C. Compile and maintain in a current condition at the office of the Manager, a complete registry of Unit Owners and their last known addresses as shown on the Board's records. Such registry shall also show opposite each Unit Owner's name the Unit designation of the Unit owned by him, his interest herein, and the percentage Ownership of such Owner in the Common Elements. The registry herein referred to and the information shown in such registry shall be substantiated by a certified copy of the instrument evidencing Ownership by a Unit Owner of an interest in a Unit Ownership Estate included in the Declaration. The Secretary shall compile the list of Unit Owners referred to in Paragraph 6 of Article V of these By-laws from such registry; and

D. In general, have charge of such books and papers as the Board of Directors may direct and perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

8. Treasurer. The Treasurer shall:

A. Have charge and custody of all funds and securities of the Association; receive and give receipts for monies due and payable to the Association from any source whatsoever; and deposit all monies and other valuable effects in the name of the Association and to its credit in such banks, trust companies, or other depositories as may from time to time be designated and selected by the Board of Directors;

B. Be responsible for and keep and maintain a book with a detailed account in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements, reserves, and any other expenses incurred in the administration of the Property; maintain an accurate file containing said Book of Account together with all vouchers accrediting and substantiating the entries made on said Book of Account, which said Book of Account and vouchers shall be available for examination by all Unit Owners at convenient hours on working days that shall be set and announced by the Treasurer to all Unit Owners for their general knowledge;

C. Supervise any accounts, bookkeepers, or others employed by the Board in connection with the maintenance of accurate accounts, rendition of statements of assessments and any financial statements or financial reports or information, tax reports and, in general, the Treasurer shall be responsible for the furnishing of any financial information required to be furnished by the Act, Declaration or these By-laws to any person whatsoever;

D. Be responsible for the rendition of any employees or agents of the Board of statements made to the Unit Owners of assessments for common expenses;

E. Be responsible for collection from the Unit Owners of all assessments for common expenses, whether current or delinquent, and for the filing of any lien statements required or authorized by the Act, Declaration or these By-laws, and, in general, be responsible for the initiation through the Board of Directors of any collection procedures authorized by the Act, the Declaration, these By-laws, or resolution of the Association or Board of Directors. The Treasurer may use an outside agency to collect assessments;

F. Disburse funds in payment of all common expenses incurred by the Board in the administration of the Property and discharge any indebtedness of the Association;

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

H. In general, perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

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

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

11. Compensation. The Officers of the Association shall not receive any salary for the performance of their duties as such Officer. However, they shall be entitled to reimbursement for any expenses advanced by them or incurred by them in the discharge of their duties as such Officer, if approved by the Board. This provision shall not be construed to preclude any Officer from serving the Association in a professional or other capacity and receiving compensation therefore. Except for representatives of Declarant, no Officer may be employed by the Board of Directors as managing agent for the Property unless simultaneously with his employment as such managing agent, he resigns his position as an Officer of the Association.

12. Indemnification of Officers. The Association shall indemnify every Director or Officer, his heirs, executors and administrators, against all loss, cost and expense, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or Officer of the Association, except in matters of gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters in which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Director or Officer in relation to the matter involved. The foregoing rights shall not be exclusive

of other rights to which such Director or Officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Director or Officer may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association in connection with the foregoing indemnification provision shall be treated and handled by the Association as common expenses; provided, however, nothing contained in this Paragraph 12 shall be deemed to obligate the Association to indemnify any Member or Owner of a Condominium Unit, who is, or has been, a Director or Officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration or these By-Laws as a Member or Owner of a Condominium Unit covered hereby.

Article V
MEETINGS OF THE UNIT OWNERS

1. Annual Meeting. The first (1st) annual meeting of the Unit Owners shall be held as set forth in Paragraph 1 of Article III above. Thereafter, annual meetings of the Unit Owners shall be held at 7 p.m. on the first (1st) Monday of July of each year, for the purpose of electing a Board of Directors and for the transaction of such other business as may come before the meeting. If the date fixed for the annual meeting shall be a legal holiday in the State of Oklahoma, such meeting shall be held on the next succeeding business day. If the election of a Board of Directors shall not be held on the day designated herein for any annual meeting of the Unit Owners or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Unit Owners as soon thereafter as conveniently may be held.

2. Special Meetings. Special meetings of the Unit Owners for any purpose or purposes, unless otherwise prescribed by the Act, may be called by the President of the Association or any Member of the Board of Directors and shall be called by the President upon a petition signed and presented to the Secretary by Unit Owners entitled to vote at the meeting and owning in the aggregate at least twenty-five per cent (25%) of the undivided interest in the Common Elements. No business shall be transacted at a special meeting except as stated in the notice of such meeting.

3. Place of Meeting. The Board of Directors may designate any place within the County of Delaware, Oklahoma, unless otherwise prescribed by statute, as the place of meeting for an annual or special meeting. If no designation is made by the Board, the place of meeting shall be the principal office of the Association in the County of Delaware, State of Oklahoma.

4. Notice of Meeting. Written notice shall be given by the Secretary of the Association to each Unit Owner stating the place, day and hour of the meeting, and, in case of a special meeting, the purpose or purposes for which the meeting is called.

Such notice shall be delivered by the Secretary not less than ten (10) days, not more than twenty (20) days before the date of the meeting, either personally or by mail, to each Owner entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited, first class mail, with postage prepaid in a United States Post Office in the County of Delaware, State of Oklahoma; addressed to the Unit Owner at his address, or to such other address as such Owner shall have previously designated in writing by notice to the Secretary.

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

6. Unit Ownership Registry. Any person becoming an Owner of an interest in any Unit Ownership Estate as designated in the Declaration shall, within ten (10) days from the date of acquisition of such interest, furnish to the Secretary of the Association a certified copy of the instrument evidencing such Ownership. The Secretary shall maintain a file of all such instruments. From these instruments, the Secretary shall compile and maintain a current and complete registry of the Owners of any interest in the Unit Ownership Estate in Meghan Coves, with the address of and the percentage of Ownership in the Common Elements held by each Owner. Such registry shall be kept on file at the office of the Association and shall be subject to inspection by any Unit Owner at any time during usual business hours. Such registry or a list compiled therefrom shall also be produced and kept open at the time and place of any meeting and shall be subject to the inspection of any Unit Owner during the whole time of any such meeting. The registry shall be prima facie evidence as to who are the Unit Owners entitled to examine such registry or to vote at any meeting of the Unit Owners.

No change in the Ownership of any interest in a Unit Ownership Estate in Meghan Coves shall be binding upon this Association or the Board of Directors until the Secretary of the Association has been furnished a certified copy of the instrument evidencing such change of Ownership.

7. Quorum. Except as otherwise provided in these By-laws, the presence in person or by proxy of fifty-one per cent (51%) of the voting interest of Unit Owners shall constitute a quorum at any meeting of the Unit Owners. If less than fifty-one per cent (51%) of the voting interest of Unit Owners are represented at a meeting of Unit Owners, a majority of the Unit Owners based upon their percentage of Ownership in the Common Elements so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transferred which might have been transacted at the meeting as originally notified.

8. Proxies. At all meeting of Unit Owners, a Unit Owner may vote by proxy, executed in writing by such Owner. Such proxy shall be filed with the Secretary of the Association before or at the time of the meeting and shall be revocable at any time without notice to the Secretary. A proxy holder need not be a Unit Owner; provided, however, that each Unit Owner, by acceptance of a deed to a Unit in Meghan Coves covenants, consents to and does hereby give the Board of Directors such Owner's proxy to vote on such matters as may come before the Association at any meeting of the Unit Owners where such Unit Owner does not appear in person or by proxy in writing given to another person. The proxy granted hereby to the Board of Directors shall be a continuing proxy for any such meeting at which the Unit Owner does not appear in person by written proxy given to another person.

9. Voting. Unit Ownership shall entitle the Owner(s) to cast one (1) vote per Unit in the affairs of the Association, which vote will be weighted to equal the proportionate share of Ownership of the Unit Owner in the Common Elements. Voting shall not be split among more than one (1) Unit Owner. The combined weighted votes calculated in accordance with Exhibit "B" to the Declaration shall equal one hundred per cent (100%).

Cumulative voting is prohibited.

Unless a larger percentage is otherwise provided by the Act, the Declaration or other provisions of these By-laws, affirmative votes of Unit Owners owning more than fifty per cent (50%) of the aggregate interest in the Common Elements present at the meeting in person or by proxy shall be necessary to make or adopt any decision by the Unit Owners.

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

10. Voting by Certain Members. A Unit Ownership Estate held in the name of a corporation may be voted by an officer, agent or proxy of such corporation designated by it.

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

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

A Unit Ownership Estate acquired by the Association or held by it in a fiduciary capacity may be voted at any meeting by the President and shall be counted in determining the total undivided percentage interest in the Common Elements, except that no such Unit Ownership Estate shall be voted in the election of a Member to the Board of Directors or for the removal of a Director.

Anyone claiming the right to vote under this Paragraph 10 shall present the appropriate evidence of such right to the Secretary prior to or at the time of any meeting.

11. Informal Action by Unit Owners. Unless otherwise provided by law, any action required or permitted to be taken at a meeting of the Unit Owners may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by the Unit Owners owning the undivided percentage interest required by the Act, the Declaration or these By-Laws, to approve or take such action which is the subject matter thereof.

12. Persons Authorized to be Present at Meetings. Any or all Unit Owners or their proxies of any interest therein, including Mortgagees, may be present at any meeting of Unit Owners, whether entitled by the provisions hereof to vote or not.

13. The Order of Business. The order of business at all meetings of the Unit Owners shall be as follows:

- A. Roll call.
- B. Proof of notice of meeting or waiver of notice.
- C. Reading of minutes of the preceding meeting.
- D. Reports of Officers.
- E. Report of Board of Directors or managing agent, if any.
- F. Reports of committees.
- G. Election of inspectors of elections (when so required).
- H. Election of members to the Board of Directors (when so required).
- I. Unfinished business.
- J. New business.
- K. Adjournment.

14. Notice of Agenda. No agenda item need be considered unless given in writing to the Board thirty (30) days prior to the annual meeting or ten (10) days prior to a special meeting called for that purpose. The Board may waive this notice requirement at its discretion.

Article VI CARE, MAINTENANCE, REPAIR AND SURVEILLANCE

1. Common Elements. The care, maintenance, repair and surveillance of all Common Elements shall be under the exclusive direction and control of the Board of Directors. All services provided to the Common Elements or for the benefit of all Unit Owners shall also be under the exclusive direction and control of the Board of Directors.

All maintenance, repairs and replacements to the Common Elements as defined in the Declaration, whether located inside or outside of the Units, shall be made by the Board of Directors and be charged to all of the Unit Owners as a common expense except:

A. Each Unit Owner shall be responsible, at his sole cost and expense, for keeping any Limited Common Element appurtenant to his Unit clean and in a sanitary condition and free and clear of any snow, ice, accumulation of water or debris;

B. All maintenance, repairs and replacements to the Common Elements made by the Board of Directors and necessitated by the negligence, misuse or neglect of a Unit Owner, his family, tenants, lessees, agents or business or social invitees and guests shall not be a common expense, but shall be charged to and paid by said Unit Owner. A Unit Owner shall be obligated to reimburse the Board of Directors for the cost and expense thereof immediately upon receipt of a statement therefore;

C. Each Unit Owner shall be responsible, at his sole cost and expense, for the maintenance, repair and replacement of the air-conditioning compressor unit or any component part thereof serving his particular Unit and all service lines therefrom to his Unit;

D. Each Unit Owner shall be responsible, at his sole cost and expense, for the maintenance, repair and replacement of the garage doors and garage door openers of his Unit.

All incidental damage caused to a Unit by maintenance, repair or replacement of any Common Elements shall be promptly repaired by the Board of Directors and shall be deemed a common expense.

2. Units. Exclusive of replacement, reconstruction and repairs necessitated by casualty as hereinafter set forth, all maintenance of and repairs or replacements to any Unit, structural or nonstructural, ordinary or extraordinary, shall be made by the Owner of such Unit at his sole cost and expense. The maintenance, repair and replacement obligations of the Unit Owner shall include, without limitation, all repairs, maintenance and replacement of the hot water tank, bathroom and kitchen fixtures, electrical fixtures, built-in kitchen appliances, air-conditioning and heating units and their component parts (including individual air-conditioning compressor serving said Unit and all service lines therefrom as set forth above), all floor coverings, window glass, doors, cabinets and conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility service contained within such Owner's Unit which do not service any other Unit or Units, garage and garage doors and garage door openers.

Each Unit Owner must promptly perform, at his sole cost and expense, maintenance replacement and repair work within or without his Unit, which, if omitted, would affect the value, comfort, safety or well being of other Units in Meghan Coves or the Common Elements. All redecoration and other expenditures shall be at his sole cost and expense.

Nothing contained in the preceding Paragraph shall be construed to impose upon a Unit Owner the duty or expense of maintenance, repair or replacement of any Common Elements utilized or operated for the benefit of other Unit Owners.

3. Right of Entry. A Unit Owner shall grant the right of entry or access to his Unit to the Board of Directors, the manager and/or the managing agent, and/or any other person authorized by the Board of Directors, for the purpose of making inspection on or for the purpose of correcting any condition threatening another Unit or a Common Element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in his Unit or elsewhere in the Building, or to correct any condition which violates the provisions of any mortgage covering another Unit, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. However, each Owner, by acceptance of a deed to his Unit, specifically agrees that the aforementioned persons and those persons authorized by them shall have the right of entry to such Owner's Unit in case of any emergency originating in or threatening his Unit or the Units of other or the Common Elements, whether the Unit Owner is present at the time or not.

In case of emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

4. Restriction on Repairs. No Unit Owners, as such, will attempt to make any repairs to the Common Elements personally or direct or authorize others to do so. If any Unit Owner observes any portion of the Common Elements to be in a state of disrepair, he shall promptly call such to the attention of a Member of the Board of Directors or the manager or managing agent and make no effort himself to remedy the situation. No maintenance nor repair tools nor equipment owned as a Common Element may be utilized by a Unit Owner for his own personal needs.

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

Each Unit Owner shall use the Common Elements in accordance with the purpose for which they were intended and shall cooperate with the Board of Directors and any manager or managing agent in maintaining the Common Elements and minimizing repair.

5. Maintenance and Repair Tools and Equipment. Any equipment or tools determined by the Board of Directors to be necessary for use in the maintenance and repair of the Common Elements may be purchased by the Board and shall be maintained, stored and repaired by the Board. The selection and purchase of any such equipment or tools or any replacement thereof or repairs thereto shall be the sole responsibility of the Board of Directors and the acquisition cost of the same and expenses of maintenance or repair thereof shall be deemed a common expense.

6. Maintenance, Upkeep and Repair Personnel.

A. There shall be employed by the Board of Directors such maintenance employees, contractors or vendors as the Board of Directors shall deem necessary to perform all maintenance, upkeep, repair and surveillance of the Common Elements. Said employees or contractors shall have such duties and responsibilities as are assigned from time to time by the Board of Directors or manager or managing agent. All directives and order for the performance of services by said employees or contractors shall originate from the Board of Directors or manager or managing agent and no Unit Owner, as such, shall attempt to exercise any authority, control or direction over any such employees or contractors.

Requests for services of any maintenance employees or contractors must be directed to the Board of Directors or the manager or the managing agent and any procedures therefore established by the Board of Directors strictly adhered to.

B. The selection, tenure of employment, salary or other rate of pay and conditions of employment of any maintenance personnel shall be within the sole discretion, judgment and control of the Board of Directors or manager or managing agent. The compensation of all such maintenance personnel will be deemed a common expense.

C. No maintenance personnel employed by the Board shall be authorized to obligate the Unit Owners for any tools, equipment or for any materials or labor necessary in the making of repairs or necessary to maintain or protect the Property. However, in the event damage to any of the Common Elements occurs creating an emergency jeopardizing the safety of the Unit Owners or their Property or the Common Elements and no Member of the Board of Directors or managing agent or manager is immediately available to authorize emergency repairs, such maintenance personnel as are on duty at the particular time may authorize the making of any such emergency repair.

D. The Board of Directors may discharge, suspend or otherwise discipline any maintenance employee for any cause which, in the sole judgment of the Board, justifies such disciplinary action. No Unit Owner, as such, may dismiss or otherwise discipline any maintenance employee of the Board.

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

Article VII
ADDITIONS, ALTERATIONS AND IMPROVEMENTS

1. Approval of Unit Owners. In addition to the common assessments described herein, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of deferring, in whole or in part:

A. The cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Elements, including fixtures and personal property related thereto; or

B. The expense of any other contingencies or unbudgeted costs; provided, however, that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose. Any amounts assessed pursuant hereto shall be assessed to Owners in proportion to the interest in the Common Elements owned by each. The Association, after due notice and hearing, shall also have the authority to establish and fix a special assessment upon any Unit to secure the liability of the Owner of such Unit to the Association for any breach by such Owner of any of the provisions of the Declaration, which breach shall require an expenditure by the Association for repair or remedy. Special assessments may be billed or collected on a monthly basis. The above mentioned liability of any Owner is to be established as set forth in the Declaration and these By-laws.

2. Additions, Alterations or Improvements by Unit Owners. No Unit Owners shall make any structural addition, alteration or improvement to any of the Common Elements, general or limited.

No Unit Owner shall make any structural additions, alteration or improvement in or to the exterior of his Unit without the prior written consent thereto of the Board of Directors. Any such improvement or alteration shall be comparable with design, color and materials of the Project. The Board shall have the obligation to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in or to his Unit within thirty (30) days after such request and failure to do so within said period shall constitute a consent to the proposed addition, alteration or improvement. The addition, alteration or improvement to the Unit shall be at the sole cost and expense of such Unit Owner. Any application to any governmental authority for a permit to make an addition, alteration or improvement in or to any Unit shall be executed by the Board of Directors only, and without, however, incurring any liability on the part of the Board or any of them to any contractor, subcontractor or materialmen on account of such addition, alteration or improvement or to any person having any claim for injury to person, including death, or damages to property arising therefrom. The Board may make any requirements as a condition prerequisite to the making of any such addition, alteration or improvement which it deems reasonably necessary for the protection of any other Unit Owner or Owners and for the protection of the Common Elements.

3. The provisions of Paragraphs 1 and 2 of this Article shall not apply to Units owned by the Declarant until such Units have been initially sold by it and paid for. The provisions of this Article are further subject to all reservations of the Declarant set forth in the Declaration.

Article VIII
INSURANCE

1. The Association shall obtain and maintain at all times insurance of the type and kind provided hereinafter, including coverage for such other risks, of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to any Condominium Buildings, fixtures, equipment and personal property, similar in construction, design and use, issued by responsible insurance companies authorized to do business in the State of Oklahoma. The insurance shall be carried in blanket policy form naming the Association and all Mortgagees as the insured. In addition, each policy or policies shall identify the interest of each Condominium Unit Owner and shall provide for a standard, noncontributory mortgage clause in favor of each First Mortgagee. Further, the policy shall insure against loss or damage by fire, vandalism, malicious mischief or such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Common Elements and the Units, and against such other hazards and for such amounts as the Board may deem advisable. Each Owner irrevocably designates the Association, as Attorney in Fact, to administer and distribute such proceeds as is elsewhere provided in this Declaration. Such insurance policy shall also provide that it cannot be cancelled by either the insured or the insurance company until after thirty (30) days prior written notice to each First Mortgagee. The Board of Directors shall, upon the request of any First Mortgagee, furnish a certified copy of each blanket policy and a separate certificate identifying the interest of the Mortgagor.

2. The Association shall keep a comprehensive policy or policies of public liability insurance covering the Common Elements of the Project and such policy or policies shall include a "Severability of Interest Endorsement" or equivalent coverage which will preclude the insurer from denying the claim of a Unit Owner because of negligent acts by the Association, its Board of Directors or a Unit Owner. Such policy or policies shall be in the minimum amounts of not less than One Hundred Thousand Dollars (\$100,000.00) per person, Three Hundred Thousand Dollars (\$300,000.00) per accident and Fifty Thousand Dollars (\$50,000.00) property damage, plus an umbrella policy for not less than One Million Dollars (\$1,000,000.00) for all claims for personal injury, including death and/or property damage arising out of a single occurrence; and the policy shall include water damage liability, liability for non-owned and hired automobiles, liability for property of other and such other coverage as is customarily deemed necessary with respect to projects similar in nature.

3. The Association shall keep a policy or policies of (i) liability insurance insuring the Board of Directors, Officers and employees of the Association against any claims, losses, liabilities, damages or causes of action arising out of, or in connection with, or resulting from any act done or omission to act by any such person or entities, (ii) workmen's compensation as required under the laws of the State of Oklahoma, and (iii) such other insurance as deemed reasonable and necessary in order to protect the Project, the Unit Owners and the Association.

4. The Association shall be responsible for obtaining insurance upon the Unit, including fixtures, installations or additions thereto, as initially installed by Declarant or replacements thereof. The Association shall not be responsible for procurement or maintenance of any insurance covering the liability of any Unit Owner not caused by or connected with the Association's operation or maintenance of the Project. Each Unit Owner may obtain additional insurance at his own expense for his own benefit. Insurance coverage on the furnishings and other items of personal property belonging to a Unit Owner and casualty and public liability insurance coverage within each Unit are specifically made the responsibility of each Unit Owner, and each Unit Owner must furnish a copy of his insurance policy to the Association.

5. Any insurance obtained by the Association or a Unit Owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against the Unit Owners, Association or their respective servants, agents or guests.

6. The Board shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premium on such bonds shall be paid by the Association.

Article IX
RECONSTRUCTION OR REPAIR AFTER FIRE OR OTHER CASUALTY

1. Except as hereinafter provided, damage to or destruction of any Building or other improvements on the land by fire or casualty shall be promptly repaired and reconstructed by the Association through the Board of Directors using the proceeds of insurance, if any, on the Building or Buildings for improvements for that purpose, and any deficiency between the net amount of such insurance proceeds and the full cost of any such repair or restoration shall be conclusively deemed a common expense and allocated among and assessed to and paid by all of the Unit Owners in the manner set forth in Article X of these By-laws; provided, however, that if there is substantial total destruction of the Property by fire or other casualty, the same shall not be restored nor repaired and the Property or so much thereof as shall remain, shall be subject to an action for partition at the suit of any Unit Owner as provided in Section 527 of the Act. "Substantial total destruction: as that term is used herein, shall be conclusively deemed to have occurred when seventy-five per cent (75%) or more of all Units have been rendered uninhabitable as a result of fire. Likewise, damage to or destruction of the Property by fire or other casualty shall not be repaired or restored if seventy-five per cent (75%) of the Unit Owners computed on the basis set forth in Section 503(n) of the Act duly resolve not to proceed with such repair or restoration. Any resolution not to proceed with repair or restoration must be adopted by the Unit Owners and reduced to written form no later than ten (10) days following receipt by the Board of Directors of the proceeds of any insurance covering said risk. Otherwise, and, in the absence of substantial total destruction, the Unit Owners shall be deemed conclusively to have authorized the Board of Directors to proceed with repairs or restoration. Nothing herein contained shall be construed to prohibit the calling of a special meeting of all Unit Owners, as provided, for the purpose of adopting any resolution not to proceed with repair or restoration is duly adopted as herein provided, then, and in that event, the entire Property or so much thereof as shall remain shall be subject to partition at the suit of any Unit Owner as provided in Section 527 of the Act.

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

A. Any such reconstruction or repair shall be substantially in accordance with the original plans and specifications.

B. Immediately after the casualty causing damage to the Property, the Board of Directors shall obtain reliable and detailed estimates of the cost to place the damaged Property in as good a condition as before the casualty. Such cost may include professional fees and premiums for such bonds as the Board of Directors desires.

C. The proceeds of insurance collected on account of fire or other casualty and the sums received by the Board of Directors from collection of assessments against Unit Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair.

D. In the event that there is any surplus of monies in the reconstruction fund after the reconstruction or repair of the casualty damage has been completed and all costs paid, such sums may be retained by the Board of Directors as a reserve or may be used in the maintenance and operation of the Property, or, at the discretion of the Board of Directors, it may be distributed to the Unit Owners and their Mortgagees who are the beneficial Owners of the fund. The action of the Board of Directors in proceeding to repair or reconstruct damage shall not constitute a waiver of any right against a Unit Owner for committing willful or malicious damage.

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

A. The net proceeds received from any partition sale, together with the net proceeds of insurance policies, shall be considered as one (1) fund and shall be divided by the Board of Directors among all the Unit Owners in proportion to their respective undivided Ownership of the Common Elements; provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such fund, all liens on his Unit. There shall be no contribution between Unit Ownership Estates or Unit Owners for the discharge of liens. The discharge of all liens by the Board of Directors shall be in the order or priority decreed by the Court in any such partition suit or, absent such decree, in the order or priority set forth by the laws of Oklahoma, First Mortgagees having first priority.

B. In the event of a partition sale pursuant to the provisions of the Article or pursuant to the provisions of the Act, all Unit Owners hereby expressly authorize and designate the Board of Directors as Attorney in Fact for each of them to receive from the Clerk of the District Court of Delaware County, Oklahoma, or Court in which such partition proceedings are conducted, the net proceeds derived from such partition sale. The Clerk of said Court may rely and act upon this provision to his complete immunity.

Article X COMMON EXPENSES

1. Assessment of Common Expenses. The Board of Directors is hereby authorized to make, levy and impose from time to time, assessments against all Unit Owners in an amount estimated by such Board to be necessary to meet the common expenses. The Declarant has made a good faith attempt to estimate the costs of maintaining, operating and repairing the Common Elements. The actual cost, however, may vary from the estimated budget. The Declarant or the Board may adjust the budget to reflect the actual costs or estimated reserves by ten per cent (10%) in any one (1) year without the vote of the other Unit Owners. In no event, however, shall the Declarant be liable to any Unit Owner or Mortgagee because the actual cost may exceed, or differ from, the estimated budget.

Notwithstanding any provision contained in these By-laws or the Declaration to the contrary, the Declarant shall not be liable for the payment of assessments on any uncompleted or any completed, but unsold Unit owned by the Declarant until seventy-five per cent (75%) of the Units have been conveyed or July 1, 1987, whichever comes first. The Declarant shall and does hereby covenant to pay to the Association the difference between the amount received by the Association from collection of assessments and the actual cost (not including any reserves) of maintaining and operating the Common Elements until such time as the Declarant is responsible for the payment of assessments on uncompleted or completed but unsold Units as provided above.

Assessments for common expenses shall be allocated among the Unit Owners according to their respective percentage interest in the Common Elements as set forth in Exhibit "B" of the Declaration of Meghan Coves, except as otherwise provided regarding water changes as set forth in Paragraph 5, Part A-14, below, of this Article X.

Within thirty (30) days prior to the commencement of any calendar year, the Board of Directors shall prepare a budget of common expenses of the Property for that year. The total amount of said budget as determined by the Board of Directors shall be allocated and assessed among the Unit Owners according to their respective interest in the Common Elements as set forth in the Declaration. If the estimated total common expenses set forth in the budget proves inadequate for any reason, including nonpayment of any Unit Owner's assessment, the Board of Directors may at any time during the calendar year adjust the budget by ten per cent (10%) to accommodate the deficiency. Should the budget require more than a ten per cent (10%) increase, the Board must obtain the approval of the Association Members.

At each annual meeting, a statement of the assessments against each Unit Owner, together with a copy of such budget, shall be given to the Unit Owner. Such annual assessments shall be paid by the Unit Owners in equal monthly installments on or before the first (1st) day of each month commencing January 1 of each year during the calendar year for which such assessment is made. As stated above, the Board of Directors may review and reconsider the assessments made for common expenses for a calendar year and may increase or decrease the same at any time during such calendar year and the Unit Owners shall pay any such increase on the first (1st) day of the month following notice of the increase. If any assessment for common expenses shall remain due and unpaid for more than fifteen (15) days, the Board of Directors is empowered to proceed in the collection of the same as set forth in the numerical Paragraph 6 below.

2. Financial Statements. The Board shall furnish each Owner with quarterly and year-end financial statements of the Association.

3. Surplus. If, in the sole judgment of the Board of Directors, a surplus exists from assessments made and collected in any calendar year over and above that necessary to meet estimated common expenses, the Board may, in its discretion, distribute to the Unit Owners all or any portion of such surplus or apply the surplus to the reserve for replacement fund or apply the surplus to future operating expenses. Distribution of any such surplus so determined by the Board shall be made to the Unit Owners according to their respective interest in the Common Elements.

4. Assessment Registry. The assessments against all Unit Owners shall be set upon a registry of the Units which shall be available in the office of the Board of Directors for inspection at all reasonable times by Unit Owners or their duly authorized representatives. Such registry shall indicate for each Unit the name and address of the Owner or Owners, the amount of each assessment for common expenses, when such assessment was made and the due date thereof, and the amounts paid upon each assessment and the balance due thereof, if any. In making up the assessment registry, each Unit Ownership Estate is to be treated as such and no division thereof shall be made because such Unit Ownership Estate is owned by more than one (1) person.

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

5. Common Expenses Defined.

A. "Common Expenses" to be allocated among and paid by the Unit Owners, as herein provided, is defined to include the following items of expense.

1. The expense of administration, maintenance, repair or replacement of the Common Elements except as provided below;

2. Expenses declared common by provisions of the Act;

3. Expenses declared common by other provisions of these By-laws and by the Declaration;

4. Premiums for all insurance or bonds procured or to be procured under the provisions of these By-laws by the Board of Directors;

5. All charges for water used or consumed or supplied to any Common Element;

6. Sewer charges or rents on the Common Elements and all charges for collection of garbage and trash from Common Elements;

7. Charges for electricity, gas or telephone service consumed by the Common Elements.

8. Any deficit in common expenses remaining from a previous assessment period;

9. Such amounts as the Board of Directors may deem proper for the establishment of a reserve fund for replacements or contingencies or emergencies;

10. Maintenance and repair of storm drains, sanitary sewers, private streets, private parks, open spaces, trails and utilities lying within Common Elements;

11. Painting, maintenance, repair and replacement of all Buildings, equipment and landscaping in, on and of the Common Elements (excluding therefrom each Unit within such Buildings) as the Board of Directors of the Association shall determine is necessary and proper;

12. Removal and replacement of any part of a patio or fence that extends into the Common Elements under authority of an easement when access to a utility line underneath such patio or fence is requested by any utility company; provided, however, that said cost shall be charged to the Owner of the Unit involved if the Owner caused the patio or fence to be so placed on the Common Area; and

13. All the operating expenses of the Board of Directors.

B. The following are declared herein not to be common expenses:

1. All expenses and charges incurred by a Unit Owner in the performance of the maintenance and repair obligations imposed upon such Unit Owner by the provision of these By-laws, or by the Declaration or by the Act;

2. Gas, telephone, non-basic Cable television and electricity expenses incurred by any Unit Owner for installation and service to his Unit. However, any charges for telephone or electrical installations, Cable television, gas, electric, water or sewer service to the Association or other common facility shall be a common expense;

3. The repairs to any Common Elements necessitated by the negligence, misuse, and in the case of Limited Common Elements, neglect of a Unit Owner, his guests, invitees, lessees, family members or sublessees or subtenants of any lessees or tenants of a Unit Owner. The cost of any such repairs shall be charged to the Unit Owner or Owners by the Board of Directors and all sums assessed or charged therefore, if not paid when due, shall constitute a lien on the Unit of such Owner in accordance with the provisions of Section 524 of the Act and may be enforced as in such Act and in these By-laws as provided.

6. Collection of Assessments. The Board of Directors shall take prompt action to collect any assessment for common expenses and water assessments due from any Unit Owner which remains unpaid. Except as provided in this Article, if the time of payment is not set forth in any particular assessment for common expenses, the same shall be determined by the Board of Directors.

In the event of default by any Unit Owner in paying to the Board of Directors common expenses as determined by the Board of Directors, such Unit Owner shall be obligated to pay interest at the maximum legal rate on such common expenses from the due date of the assessment thereof, together with all expenses, including attorney's fees incurred by the Board of Directors in any manner for proceedings to collect such unpaid common expenses. The Board of Directors shall have the right and duty to attempt to recover such common expenses, together with interest thereon, and the expenses of the proceeding, including reasonable attorney's fees in an action to recover the same brought against such Unit Owner or Owners or by foreclosure of the lien on such Unit Ownership Estate granted by Section 524 of the Act. All sums assessed as hereinabove provided by the Board of Directors for the share of the common expenses

chargeable to any Unit Ownership Estate, which sums are not paid when due, shall constitute a lien on such Unit Ownership Estate from the date due thereof in accordance with the provisions of said Section 524 and may be enforced as therein provided. To evidence such lien, the Board of Directors may, but shall not be required to, prepare and file a written notice in the Office of the County Clerk of Delaware County, Oklahoma, setting forth the amount of any such unpaid indebtedness, the nature of the indebtedness, the date the assessment was made, the name of the Owner or Owners of the Unit Ownership Estate and a description of such Unit Ownership Estate. Such a notice shall be signed by the Secretary of the Association or by the professional managing agent or manager.

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

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

Any assessment of common expense or water charges not paid when due shall bear interest from the due date thereof at the maximum legal rate of interest until paid. The aforesaid statutory lien for common expenses shall also secure such interest and any costs and expenses of collection of any unpaid assessment, including all reasonable attorney's fees.

7. Miscellaneous Provisions.

A. Except as provided herein in regard to the Declarant, no Unit Owner may exempt himself from the liability for payment of his share of the common expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit Ownership Estate.

B. The omission or failure of the Board of Directors to fix the assessment for the common expenses for any calendar year or the omission or failure of such Board to include an item of expense in any particular assessment shall not be deemed a waiver, modification or release of any Unit Owner from the obligation to pay the assessment for such omitted expense when made.

C. The Board of Directors may employ such person or persons as it deems advisable or necessary to assist in the preparation of any budget for common expenses, the assessments therefore, the collection thereof and the allocation of assessments among the Unit Owners. The compensation and terms of employment of any such person or persons shall be determined solely by the Board of Directors and shall be deemed a common expense. The Declarant may provide accounting and management services for which Declarant may receive compensation.

D. No holder of a recorded mortgage on a Unit shall be liable for unpaid assessment incurred prior to the acquisition of title to a Unit for foreclosure or a deed in lieu of foreclosure, but shall be liable for payment of assessments arising after the date of acquiring title to a Unit.

Article XI
RESTRICTIONS ON SALES, LEASES AND MORTGAGES

1. Sales and Leases. No Unit Owner may sell or lease his Unit Ownership Estate or any interest therein except by complying with the following provisions:

Any deed to a purchaser of a Unit shall provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the Declaration, these By-laws and the rules and regulations, as the same may be amended from time to time. Any lease with a party shall be consistent with the Declaration and with these By-laws and shall provide that a breach by the tenant of any of the provisions of the Declaration, By-laws or rules and regulations of the Association shall constitute a breach of the lease and that the Board of Directors shall have the power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder in the event of default by the tenant in the performance of such lease. The form of any such lease shall be subject to the prior written approval of the Board of Directors.

2. Consent of Unit Owners to Purchase or Lease of Unit by Board of Directors. The Board of Directors shall neither purchase nor lease any Unit Ownership Estate nor any interest in any Unit Ownership Estate nor shall the Board of Directors purchase any Unit Ownership Estate at any judicial sale for or on behalf of the Unit Owners without the written approval of Unit Owners owning at least sixty per cent (60%) of the aggregate interest in the Common Elements as established by the Declaration.

3. Restriction on Severance of Appurtenant Interest. No Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his Unit Ownership Estate without including therein the following:

A. The undivided interest in the Common Elements appurtenant thereto;

B. The interest of such Unit Owner in any Unit Ownership Estate theretofore acquired by the Board of Directors or its designee on behalf of all Unit Owners; and

C. The interest of such Unit Owner in any other assets of the Association.

It is the intention thereof to prevent any severance of such combined Ownership. Any such deed, mortgage or other instrument purporting to affect one (1) or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein.

4. Payment of Assessment for Common Expenses. No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his Unit Ownership Estate unless and until he shall have paid in full to the Board of Directors all unpaid common expenses theretofore assessed by said Board against his Unit Ownership Estate and until he shall have satisfied all unpaid liens against such Unit Ownership Estate, except permitted mortgages.

5. Mortgage of Unit Ownership Estate. Any Unit Owner shall have the express right from time to time to mortgage or encumber his Unit Ownership Estate by mortgage, deed of trust or other security instrument. A Unit Owner who mortgages his Unit Ownership Estate in Meghan Coves shall immediately, upon the execution and delivery of such mortgage, notify the Board of Directors of such mortgage, giving the name and address of the Mortgagee. A copy of said mortgage shall be enclosed with said notice. The Secretary of the Association shall maintain all

mortgage information filed from the copies of the individual mortgages furnished in a book designated "Mortgages of Units." Upon a release of any such mortgage or upon being advised of a change in the Ownership of such mortgage, the Unit Owner shall be responsible for immediately notifying the Secretary of the Association thereof. Any purchaser at a bona fide mortgage foreclosure sale shall, upon acquiring deed to said Unit Ownership Estate, thereupon and thereafter, be subject to all of the provisions of the Declaration and these By-laws including all of the provisions of this Article. The Secretary shall make all books and records of the Association available to a proposed First Mortgagee of a Unit upon request and shall, if requested by a First Mortgagee of a Unit, notify said First Mortgagee of the breach or default by a Unit Owner of the terms of the Declaration, By-laws or rules and regulations.

The Owner of a Unit Ownership Estate may create a second mortgage on his Estate Upon the following conditions:

A. That any such second mortgage shall always be subordinate to all of the terms, conditions, covenants, restrictions, uses, limitations, obligations, lien for common expenses and payments set forth in this Declaration and the Association's By-laws; and

B. That the Mortgagee under any second mortgage shall release for the purpose of reconstruction, restoration and repair of any of the Property included in Meghan Coves, all of its or his right, title and interest in and to the proceeds under all insurance policies upon said Property or any portion thereof, which insurance policies were obtained and placed on the Property by the Association. Such release shall be furnished forthwith by a second mortgagee upon written request of the Association.

Article XII CONDEMNATION

1. If all or any part of the Property is taken, or threatened to be taken, by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Association, as Attorney in Fact, and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Association shall give timely written notice of the existence of such proceedings to all Owners and to all First Mortgagees known to the Association to have an interest in any Condominium Unit. The expense of participation in such proceedings by the Association shall be borne by the Common Fund. The Association, as Attorney in Fact, is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Association in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for any such taking shall be deposited with the Association, as Attorney in Fact, and such damages or awards shall be applied as provided herein. In the event that an action in eminent domain is brought to condemn a portion of the Common Elements (together with or apart from any Condominium Unit), the Association, as Attorney in Fact, in addition to the general powers set out herein, shall have the sole authority to determine whether to defend or resist any such proceedings, to make any settlement with respect thereto, or to convey such Property to the condemning authority in lieu of such condemnation proceedings.

2. With respect to any such taking, all damages and awards shall be determined for the taking of the individual Units and for the taking of the Common Elements and for each Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be paid to the account of each Owner for the loss of the individual Unit plus an amount in proportion to his percentage or fractional ownership interest in the Common Elements to be paid to the Owners and their Mortgagees as their interests appear, unless restoration takes place as herein provided. The Association, if it deems advisable, may call a meeting of the Owners, at which meeting the Owners, by a majority vote, shall decide whether to replace or restore, as far as possible, the Common Elements so taken or damaged. In the event it is determined that such Common Elements should be replaced or restored by obtaining other land or building additional structures, this Declaration and the Map attached hereto shall be duly amended by instrument executed by the Association, as Attorney in Fact, on behalf of the Owners.

Article XIII
CONFLICT WITH DECLARATION OR UNIT OWNERSHIP ESTATE ACT

The By-laws have been compiled and adopted in order to fully comply with the requirements of the Unit Ownership Estate Act of the State of Oklahoma, Title 60, Oklahoma Statutes Annotated, Sections 501-530, inclusive, and to implement and supplement such Act and the Declaration of Unit Ownership Estate for Meghan Coves Condominium Estates. If any of these By-laws conflict with the provisions of said Act or said Declaration, the provisions of the Act or Declaration will control. Such interpretation will be given these By-laws where possible as will avoid any conflict with such Act or Declaration.

Article XIV
NON-PROFIT ASSOCIATION

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

Article XV
AMENDMENT TO BY-LAWS

Seventy-five per cent (75%) of the Unit Owners in Meghan Coves computed on the basis set forth in Section 503(n) of the Act, may at any time modify or amend these By-laws at any annual or special meeting of the Unit Owners duly called for such purpose as these By-laws provided. However, no amendment to these By-laws may be made which would delete or omit any of the particulars described in Section 520 of the Act as being necessary contents of these By-laws and no amendment to these By-laws may be made which would abrogate or impair the rights granted or reserved herein to the Declarant or to holders of first mortgages on Units, without the approval of all the First Mortgagees and the Declarant.

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

Until all the Units have been conveyed by the Declarant to Unit Owners, these By-laws may be unilaterally amended by the Declarant to correct any clerical or typographical error or omission, or to change any provision to meet the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration or the Federal Housing Administration.

Article XVI
MISCELLANEOUS

1. Severability. The provisions of these By-laws are severable and if any Article, paragraph or subparagraph or clause of any Article, or any sentence, clause, phrase or word of these By-laws or the application thereof in any circumstances be held to be invalid or unenforceable, such invalidity and unenforceability and the determination thereof of any other portion of these By-laws and the application of any portion thereof in any other circumstances shall not be affected hereby.

2. Notices and Communications. All notices or other communications required or intended to be served or given under the provisions of these By-laws upon an Owner of a Unit Ownership Estate covered hereby shall be deemed sufficient if reduced to writing and delivered personally or if sent by first class mail, postage prepaid, addressed to such Unit Owner at the Building address of the Building on the Property in which the Unit of such Owner is situated. Any Unit Owner may, by prior written notice to the Board of Directors or managing agent or manager, if any, change the mailing address of any notice to be given to him.

All notices or communications required or intended to be served or given under the provisions of these By-laws upon the Declarant or the Board of Directors shall be sent by registered or certified mail and, if to the Board of Directors, in care of any managing agent or manager employed by them, or, if there be no managing agent nor manager, to the office of the Board of Directors or to such other address as the Board may hereinafter designate from time to time by notice in writing to all Unit Owners and to all Mortgagees of Unit Ownership Estates.

All notices to Mortgagees of Unit Ownership Estates shall be sent by registered or certified mail to their respective addresses as designated by them, from time to time, in writing.

Date of any notice or communication served or given by mail shall be deemed received three (3) days following the date when the same is deposited in any Post Office of the United States Post Office Department. Date of any notice or communication served or delivered personally shall be the date when the same is received by the party to whom addressed.

3. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of these By-laws of the intent of any provisions herein contained.

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

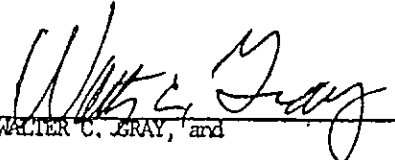
5. Waiver. The failure of the Board of Directors, Declarant or managing agent or manager to insist in any one (1) or more instances upon the strict performance of any of the terms, covenants, conditions or restrictions of these By-laws or Declaration, or any option herein contained or contained in the Declaration or Act, or to serve any notice, or to institute any action shall not be construed as a waiver or relinquishment for the future of any such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Board of Directors or managing agent or manager of any assessment from a Unit Owner with knowledge of the breach of any covenant hereof shall not be deemed as a waiver of such breach and no waiver by the Board of Directors or managing agent or manager of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board of Directors or managing agent or manager.

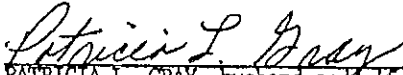
6. Remedies Cumulative. All remedies herein granted to the Declarant, the Board of Directors or managing agent or manager for the breach by any Unit Owner or occupant of any Unit of any of the terms hereof or of the Declaration, Act or rules and regulations shall be deemed to be cumulative and the exercise of one (1) shall not be deemed to exclude the exercise of any remedy provided by these By-laws, the Act or by other law or by the Declaration.

7. Parliamentary Rules. Roberts Rules of Order (Latest edition) shall govern the conduct of all meetings of the Unit Owners and the Board of Directors when not in conflict with the Declaration or these By-laws.

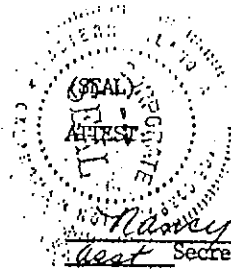
8. Effective Date. These By-laws shall take effect upon the date of first (1st) recording thereof in the Office of the County Clerk of the County of Delaware, State of Oklahoma.

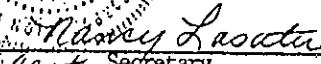
IN WITNESS WHEREOF, the undersigned has executed this instrument this 29th day of July, 1983.

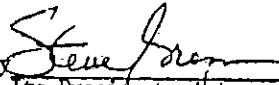

WALTER C. GRAY, and


PATRICIA L. GRAY, husband and wife, and

EASTERN OKLAHOMA SERVICE CORPORATION,
an Oklahoma Corporation,




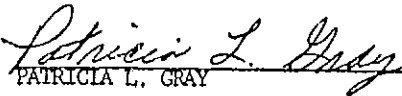

Nancy Lavetta
Notary Secretary

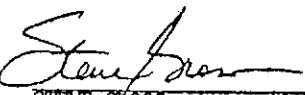
By 
Steve Cross
Its President - Vice

The undersigned, constituting all of the members of the first Board of Directors of the Meghan Coves Association, Inc., have each hereunto set their hands at Grove, Oklahoma, this 29th day of July, 1983.

BOARD OF DIRECTORS OF MEGHAN COVES
ASSOCIATION, INC.


WALTER C. GRAY


PATRICIA L. GRAY


STEVE CROSS



STATE OF ARKANSAS }
COUNTY OF BENTON } ss.

The foregoing instrument was acknowledged before me this 29th July, 1983, by WALTER C. GRAY and PATRICIA L. GRAY, husband and wife.



E. B. Colein
Notary Public

My Commission Expires: June 1, 1985.

STATE OF OKLAHOMA }
COUNTY OF MUSKOGEE } ss.

The foregoing instrument was acknowledged before me this 29th July, 1983, by Steve Gross, Vice President of EASTERN OKLAHOMA SERVICE CORPORATION, an Oklahoma corporation, on behalf of the corporation.



Dixie L. Egge
Notary Public

My Commission Expires: May 13, 1986.

KNOW ALL MEN BY THESE PRESENTS: That I, WALTER C. GRAY, Secretary/Treasurer of Meghan Coves Association, Inc., a non-profit corporation, incorporated under the laws of the State of Oklahoma, do hereby certify that the foregoing is a full, true and correct copy of the By-laws of such corporation and of the Meghan Coves Association, Inc., duly and regularly adopted as such By-laws by the Board of Directors of such corporation at a meeting thereof duly and regularly called for such purpose, which meeting was held at the office of the corporation in Grove, Oklahoma, on the 29th day of July, 1983.

I further certify that said By-laws are in full force and effect and have not been amended or revoked and that they do now constitute By-laws of such corporation.

IN WITNESS WHEREOF, I have hereunto set my hand as such Secretary and affixed the corporate seal of such corporation this 29th day of July, 1983.

ATTEST:
Walter C. Gray
WALTER C. GRAY, Secretary of
Meghan Coves Association, Inc.

