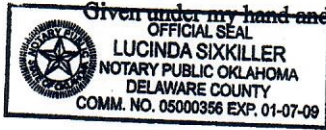


ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS
 COUNTY OF DELAWARE)

Before me, a Notary Public in and for said County and State, on this 30th day of January, 2008, personally appeared Hal Tompkins, to me known to be the identical person who subscribed his name to the foregoing instrument.



~~Given under my hand and~~ seal of office the day and year above written.

[Signature]
 Notary Public

My Commission Expires:

Commission No.: _____

1-2008-001034 Book 1804 Pg: 599
 01/31/2008 1:59 pm Pg 0568-0613
 Fee: \$ 103.00 Doc: \$ 0.00
 Carol Fortner - Delaware County Clerk
 State of Oklahoma

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS
 COUNTY OF DELAWARE)

Before me, a Notary Public in and for said County and State, on this 30th day of January, 2008, personally appeared Tyson Tompkins, to me known to be the identical person who subscribed his name to the foregoing instrument.



~~Given under my hand and~~ seal of office the day and year above written.

[Signature]
 Notary Public

My Commission Expires:

Commission No.: _____

ACKNOWLEDGMENT

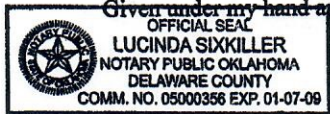
1-2008-001034 Book 1804 Pg: 600
01/31/2008 1:59 pm Pg 0568-0613
Fee: \$ 103.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

STATE OF OKLAHOMA)
)
COUNTY OF DELAWARE)

SS

Before me, a Notary Public in and for said County and State, on this 30th day of January, 2008, personally appeared Mike Cox, to me known to be the identical person who subscribed his name to the foregoing instrument.

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



[Handwritten Signature]

Notary Public

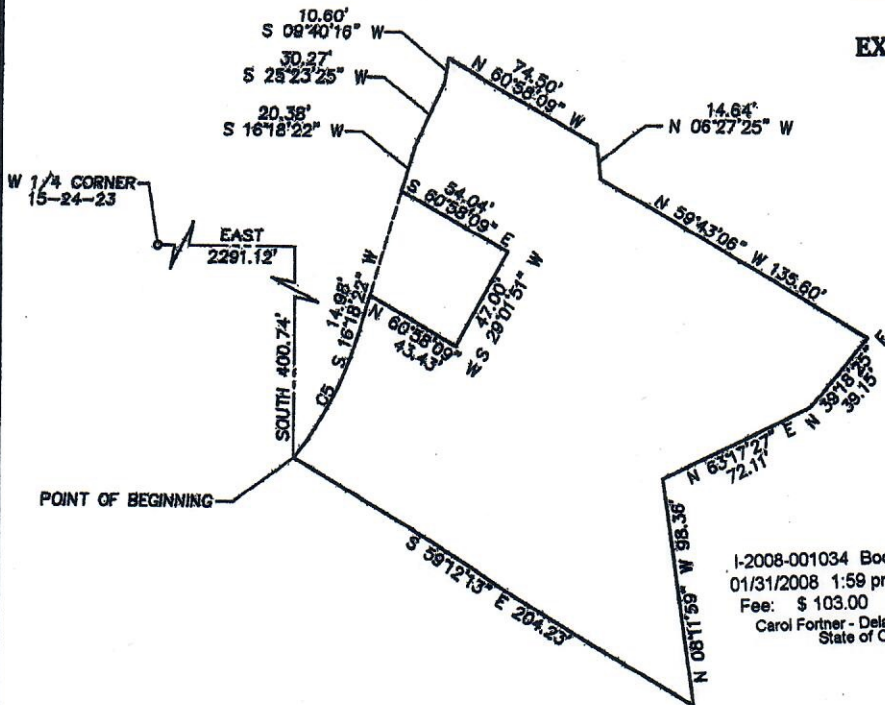
My Commission Expires:

Commission No.: _____

EXHIBIT "A"

All that part of Lots 205R-208R of 1st Replat of Pointe Marin at Shangri-La Resort a subdivision in Delaware County, Oklahoma as shown on the attached exhibit attached hereto and incorporated by reference.

EXHIBIT "B"



I-2008-001034 Book 1804 Pg: 602
 01/31/2008 1:59 pm Pg 0568-0613
 Fee: \$ 103.00 Doc: \$ 0.00
 Carol Fortner - Delaware County Clerk
 State of Oklahoma

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	TANGENT	CHORD DIRECTION	CHORD LENGTH
G5	20°51'53"	175.00	63.73	32.22	S 26°44'18" W	63.38

PROPERTY DESCRIPTION:
 PART OF SECTION 15, TOWNSHIP 24 NORTH, RANGE 23 EAST OF THE INDIAN BASE MERIDIAN IN DELAWARE COUNTY, OKLAHOMA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE W 1/4 CORNER OF SAID SECTION 15 RUN EAST 2291.12 FEET; THENCE SOUTH 400.74 FEET TO THE POINT OF BEGINNING; THENCE S 59°12'13" E 204.23 FEET; THENCE N 08°11'59" W 98.36 FEET; THENCE N 83°17'27" E 72.11 FEET; THENCE N 39°18'25" E 39.15 FEET; THENCE N 58°43'08" W 135.60 FEET; THENCE N 06°27'25" W 14.64 FEET; THENCE N 60°58'09" W 74.50 FEET; THENCE S 09°40'18" W 10.60 FEET; THENCE S 25°23'25" W 30.27 FEET; THENCE S 18°18'22" W 20.38 FEET; THENCE S 60°28'09" E 54.04 FEET; THENCE S 29°01'51" W 47.00 FEET; THENCE N 60°58'09" W 43.43 FEET; THENCE S 16°18'22" W 14.98 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET, A CHORD DIRECTION OF S 26°44'18" W, AND AN ARC LENGTH OF 63.73 FEET TO THE POINT OF BEGINNING, CONTAINING 0.70 ACRES, MORE OR LESS.

THIS IS NOT A SURVEY

REGISTERED LAND SURVEYOR
 RICK G. ROSE
 L.S. 1209
 OKLAHOMA
 1/30/2008

Rose & McCrary, PC
 2125 South Broadway, Grove, OK 74344
 918.766.6330 FAX: 918.766.7636 www.roseandmccrary.com
 Engineering & Land Surveying

BY-LAWS

**POINTE MARIN TOWN HOMES PHASE II
HOMEOWNERS' ASSOCIATION
AN OKLAHOMA NON-PROFIT CORPORATION**

ARTICLE I

Definitions

Section 1. "Corporation" shall mean and refer to Pointe Marin Town Homes Phase II Homeowners' Association, an Oklahoma non-profit corporation.

Section 2. "Unit" shall mean a Unit as described on the Declaration of Pointe Marin Town Homes Unit Ownership Estate recorded in the Delaware County Clerk's office.

Section 3. "The Property" shall mean and refer to certain real property described in the Declaration, together with all buildings and other improvements located thereon.

Section 4. "Owner" shall mean the record owner, whether one or more persons, of the fee simple title to any Unit, including contract sellers, but shall not include a mortgagee unless such mortgagee has acquired title, nor shall such term include any other person who has an interest merely as security for the performance of an obligation.

Section 5. Capitalized terms not defined herein shall have the meanings set forth in the Declaration.

ARTICLE II

Location

Section 1. The principal office of the Corporation shall be located at 57171 E., Hwy. 125, Afton, Oklahoma 74331.

ARTICLE III

Membership

Section 1. Every Owner of a Unit shall be a member of the Corporation concurrently with the recordation of the instrument of conveyance by which said person becomes an Owner of a Unit.

Section 2. The rights of membership are subject to the payment of regular monthly assessments and emergency assessments levied by the Corporation, the obligation of which

assessments is imposed against each Owner of and becomes a lien upon the Unit against which such assessments are made, as provided in the Declaration, which provisions are incorporated herein by reference and made a part hereof.

Section 3. The membership rights of any Owner whose Unit is subject to assessments, whether or not he is personally obligated to pay such assessments, may be suspended by the Board during the period when the assessments remain unpaid, but, upon payment of such assessments, his rights and privileges shall be automatically restored. If the Board has adopted and published rules and regulations governing the use of the Common Areas and the personal conduct of any person thereon, it may, in its discretion, suspend the membership rights of any such person for a violation of such rules and regulations for a period not to exceed thirty (30) days.

ARTICLE IV

Voting Rights

Section 1. Each member shall be entitled to one vote for each Unit owned with respect to representation in all the affairs of the Association. Provided, during the Declarant Control Period, Declarant shall have the expanded voting rights as set forth in the Declaration.

ARTICLE V

Corporation Purposes and Powers

Section 1. The Corporation is organized as a non-profit Corporation for the purpose of promoting the health, safety and welfare of the Owners of Units in the Property.

Section 2. Subject to the provisions of the Declaration and to the extent permitted by law, the Corporation may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the members of the Corporation who are voting in person or by proxy at a meeting duly called for such purpose of the meeting.

ARTICLE VI

Board of Directors

Section 1. The affairs of the Corporation shall be managed by a board of not less than three (3) nor more than five (5) directors, who need not be members of the Corporation. The initial Board of Directors shall consist of three (3) members, who shall hold office until election of their successors. Beginning with the first annual meeting, to be held on the first Saturday in August, 2006, the members, at each annual meeting, shall elect not less than three (3) nor more than five (5) directors to serve for a term of one year.

Section 2. Vacancies in the Board of Directors shall be filled by the majority of the remaining Directors, any such appointed Director to hold office until his successor is elected by the members, who may make such election at the next annual meeting of the members or at any special meeting duly called for that purpose.

ARTICLE VII

Election of Directors

Section 1. Election to the Board of Directors shall be by secret ballot. At such elections, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest numbers of votes shall be elected.

Section 2. Nominations for election to the Board of Directors shall be made by a nominating committee.

Section 3. The nominating committee shall consist of a chairman, who shall be a member of the Board of Directors, and two or more members of the corporation. The nominating committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each such annual meeting.

Section 4. In the event that any member of the Board of Directors shall be absent from three (3) consecutive regular meetings of the Board of Directors, the Board may, by action taken at the meeting during which said third absence occurs, declare the office of said Director to be vacant.

ARTICLE VIII

Powers and Duties of the Board of Directors

Section 1. The Board of Directors shall have power:

(i) to call special meetings of the members whenever it deems necessary and to call a meeting at any time upon written request of one-fourth ($\frac{1}{4}$) of the voting membership;

(ii) to appoint, remove, designate and dismiss, at its pleasure, all officers, agents and employees of the Corporation, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to or prohibit the employment of any member, officer or director of the Corporation in any capacity whatsoever;

(iii) to establish, levy, assess and collect the assessments or charges referred to herein and to exercise all rights created by statute and these By-Laws regarding the collection of delinquent assessments;

(iv) to adopt and publish rules and regulations covering the use of Common Areas and the personal conduct of the members and their guests thereon; and

(v) to exercise for the Corporation all powers, duties and authority vested in or delegated to the Corporation, except those reserved to the members of the Corporation in accordance with the Declaration.

Section 2. It shall be the duty of the Board of Directors:

(i) to cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting at which such is requested;

(ii) to supervise all officers, agents and employees of the Corporation and see that their duties are properly performed;

(iii) as more fully provided in the Declaration:

a. to fix the amount of the assessment against each Unit for each assessment period;

b. to prepare a roster of the Units and the assessments applicable thereto which shall be kept in the office of the Corporation and shall be open to inspection by any member; and

c. to send written notice of each assessment to every Owner of the Unit subject thereto;

(v) to issue, or to cause an appropriate officer to issue, upon demand by any Unit Owner, mortgagee or prospective mortgagee of a Unit, a certification setting forth whether any assessment has been paid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid; and

(vi) to provide for the care, upkeep and surveillance of the Property, the improvements located thereon and the Common Area and services.

ARTICLE IX

Directors Meetings

Section 1. Regular meetings of the Board of Directors shall be held on the first Tuesday

of each month at 9:00 o'clock a.m., provided that the Board of Directors may, by resolution, change the day and hour of the holding of such regular meeting.

Section 2. Notice of such regular meeting is hereby dispensed with. If the day for the regular meeting shall fall upon a holiday, the meeting shall be held on the same hour on the first date following which is not a holiday and no notice thereof need be given.

Section 3. Special meetings of the Board of Directors shall be held when called by any officer of the Corporation or by any two (2) Directors, after not less than three (3) days' notice to each Director.

Section 4. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if (1) a quorum is present and (2) either before or after the meeting, each of the Directors not present signs (i) a written waiver of notice, (ii) a consent to the holding of such meeting, (iii) a consent to any action taken at such meeting or (iv) any approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made a part of the minutes of the meeting.

Section 5. A majority of the Board of Directors shall constitute a quorum thereof.

Section 6. Any action which could be taken at a meeting of the Board of Directors may be taken by a written Memorandum and Record of Action signed by all the Directors and filed with the corporate records and made a part of the corporate minutes.

ARTICLE X

Officers

Section 1. The officers of the Corporation shall be a president, a secretary, a treasurer and such other officers or assistants as the Board of Directors may deem desirable. More than one office may be held by the same person; provided, however, that the office of president and secretary shall not be held by the same person. The president shall be a member of the Board of Directors.

Section 2. The officers shall be chosen by a majority vote of the Directors.

Section 3. All officers shall hold office at the pleasure of the Board of Directors.

Section 4. The president shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and shall sign all notes, leases, deeds and all other written instruments to be executed by the Corporation.

Section 5. The secretary shall be ex officio the secretary of the Board of Directors, shall

record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. The secretary shall also keep the records of the Corporation. He shall record in a book kept for that purpose the names of all members of the Corporation, together with their address, as registered by such members. The secretary shall also maintain a copy with all amendments of the Declaration, the Certificate of Incorporation of the Association, these By-Laws and all other documents relating to the Property.

Section 6. The treasurer shall receive and deposit in appropriate bank accounts all the monies of the Corporation and shall disburse such funds as directed by resolution of the Board of Directors; provided however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The treasurer shall sign all checks of the Corporation; provided, however, that such checks shall also be signed by the president or vice president.

Section 7. The treasurer shall keep proper books of account and cause an annual audit of the Corporation books to be made by a certified public accountant at the completion of each fiscal year. He shall prepare an annual budget and an annual balance sheet statement, and the budget and balance sheet statement shall be presented to the membership at its regular annual meeting.

ARTICLE XI

Meetings of Members

Section 1. The regular annual meeting of the members shall be held on the first Saturday of August, at the hour of 10:00 o'clock a.m.

Section 2. Special meetings of the members for any purpose may be called at any time by the president, secretary or treasurer, or by any two or more members of the Board, or upon the written request of the members who have a right to vote one-fourth ($\frac{1}{4}$) of the votes of the entire membership.

Section 3. Notice of any meeting shall be given to the members and, upon request, to the holder of a first mortgage on any Unit by the secretary. Notice may be given to the member either personally or by sending a copy of the notice through the mail, postage prepaid, to his address appearing on the books of the Corporation. Each member shall register his address with the secretary and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed at least seven (7) days in advance of the meeting and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve an election of the Board of Directors, or any member thereof, or any action governed by the Certificate of Incorporation or by the Declaration, notice of such meeting shall be given or sent as therein provided.

Section 4. The presence at the meeting of members entitled to cast, or of proxies entitled

to cast, a majority of the votes of the membership shall constitute a quorum for any action governed by these By-Laws. Any action governed by the Certificate of Incorporation or by the Declaration applicable to the Properties shall require a quorum as therein provided. At any meeting held during the "declarant control period", determination of whether a quorum exists shall take into consideration the expanded voting power of the Declarant as more fully set forth in the declaration.

ARTICLE XII

Proxies

Section 1. At all corporate meetings of members, each member may vote in person or by proxy.

Section 2. All proxies shall be in writing and filed with the secretary. No proxy shall extend beyond a period of 11 months and every proxy shall automatically cease upon sale by the member granting such proxy of his Unit or other interest in the Property.

ARTICLE XIII

Books and Papers

Section 1. The books, records and papers of the Corporation shall at all times during normal and reasonable business hours be subject to inspection by any member and by holders, insurers and guarantors of first mortgages that are secured by Units.

ARTICLE XIV


Amendments

Section 1. These By-Laws may be amended at a regular or special meeting of the members by a vote of seventy-five percent (75%) of the members present at the meeting, in person or by proxy, entitled to vote and by setting forth said amendment in an amended Declaration, duly recorded, provided that those provisions of these By-Laws which are governed by the Articles of the Corporation may not be amended except as provided for in the Certificate of Incorporation or applicable law; and provided further, that any matter stated herein to be or which is in fact governed by the Declaration may not be amended except as provided in the Declaration.

Section 2. In the case of any conflict between the Certificate of Incorporation and these By-Laws, the Certificate of Incorporation shall control; in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

The undersigned, being the President of Pointe Marin Town Homes Homeowners' Association, a non-profit corporation, does hereby certify that the foregoing By-Laws were

adopted as the By-Laws of the Association at a meeting of the Board of Directors of the Association held for such purpose on the 20th day January, 2008.



Hal Tompkins, President of Pointe Marin Town
Homes Phase II Homeowners' Association

Exhibit "C"

SHORT DESCRIPTION OF UNITS

<u>Unit No.</u>	<u>Approximate Size</u>	<u>Description</u>
2051/2051A	2,475 sq. feet+garage	3BR, 3BA
2052/2052A	2,475 sq. feet+garage	3BR, 3BA
2061/2061A	2,475 sq. feet+garage	3BR, 3BA
2062/2062A	2,475 sq. feet+garage	3BR, 3BA
2071/2071A	2,475 sq. feet+garage	3BR, 3BA
2072/2072A	2,475 sq. feet+garage	3BR, 3BA
2081/2081A	2,475 sq. feet+garage	3BR, 3BA
2082/2082A	2,475 sq. feet+garage	3BR, 3BA

**SUBJECT TO AMENDMENT ON COMPLETION OF BUILDINGS
LAST DIGIT IN UNIT NUMBER IS THE FLOOR LEVEL WITHIN THE BUILDING**

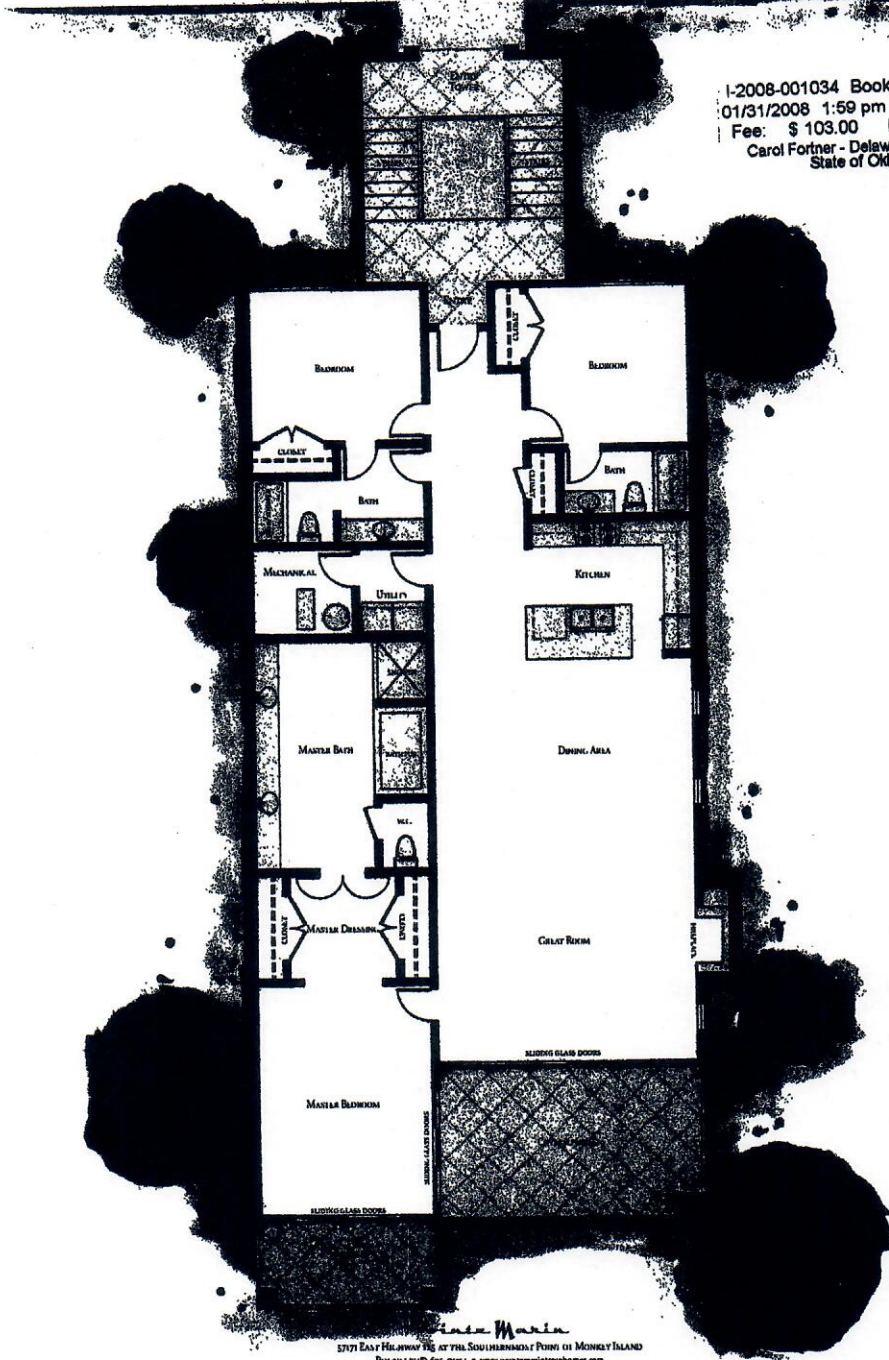
TWO-LEVEL BUILDING TOWNHOMES

FLOOR PLAN

TOWNHOME 2475 SQ. FT. • LOGGIA 350 SQ. FT. • GARAGE 345 SQ. FT.

EXHIBIT "D"

I-2008-001034 Book 1804 Pg: 612
01/31/2008 1:59 pm Pg 0568-0613
Fee: \$ 103.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma



Marin
3717 EAST HILANWAY #16 AT THE SOUTHERNEDGE POINT OF MONKEY ISLAND
PH 405 653-0922 • www.pointetownhomes.com

Exhibit "E"

TABLE SHOWING PERCENTAGE INTEREST IN COMMON ELEMENTS

Unit No. Proportional Interest in
Common Elements

2051/2051A	12.5%
2052/2052A	12.5%
2061/2061A	12.5%
2062/2062A	12.5%
2071/2071A	12.5%
2072/2072A	12.5%
2081/2081A	12.5%
2082/2082A	12.5%

No documentary Stamp required per O.S. 68 §3202 (13)

1-2010-003902 Book 1904 Pg: 791
05/20/2010 10:53 am Pg 0791-0793
Fee: \$ 17.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That Island Developers, LLC, (hereinafter called the "Grantor"), in consideration of the sum of Ten and No/100 Dollars (\$10.00) to it in hand paid, the receipt of which is hereby acknowledged, and the release of Grantor from any and all personal liability for the mortgage indebtedness hereinafter described, does hereby grant, bargain, sell and convey unto RCB Bank (hereinafter called "Grantee", which term shall be construed to include Grantee's successors and assigns) that certain tract of real property situate in Delaware County, Oklahoma, described as follows, to-wit:

Unit 2071/2071A, Unit 2072/2072A, Unit 2081/2081A and Unit 2082/2082A, POINTE MARIN TOWN HOMES, Phase II, a Unit Ownership Estate, according to the recorded Declaration thereof, as filed in the Office of the County Clerk, Delaware County, Oklahoma, January 31, 2007, and recorded in Book 1804, pages 568-613, together with the undivided interests in the common elements appertaining thereto, as set forth in said Declaration; and

Two free-standing garages;

Unit 2021/2021A, Unit 2023/2023A, Unit 2031/2031A, Unit 2033/2033A, and Unit 2042/2042A of POINTE MARIN TOWN HOMES, a Unit Ownership Estate, according to the Declaration thereof, recorded in the Office of the County Clerk, Delaware County, Oklahoma, on the 17th day of May, 2006, in Book 1716, Pages 428-463, said property being located and situated upon Lots 201R-204R of Pointe Marin at Shangri-La Resort (Pointe Marin at Shangri-La Resort, Lots 201-211 Lot Split Plat recorded in Book 1698, Pages 374-383), a subdivision, according to the recorded plat thereof, together with the undivided interest in and to the common elements appertaining thereto, as set forth in said Declaration of unit ownership estate;

(Hereinafter, the "Real Property").

SUBJECT TO easements, restrictive covenants and rights-of-ways of record, zoning ordinances, a certain Mortgage dated February 1, 2008 made by



[Handwritten signature]

Grantor as "Mortgagor", to RCB Bank, and recorded on February 13, 2008 in Book 1806 at Page 205, in the records of the office of the County Clerk of Delaware County, Oklahoma; a certain Mortgage dated March 31, 2008 made by Grantor as "Mortgagor", to RCB Bank, and recorded on April 4, 2008 and corrected on April 23, 2008 in Document #2008003266 and #2008004015, respectively, in the records of the office of the County Clerk of Delaware County, Oklahoma; a certain Mortgage dated July 31, 2009 made by Grantor as "Mortgagor", to RCB Bank, and recorded on August 19, 2009 in Document #2009007864, in the records of the office of the County Clerk of Delaware County, Oklahoma; and a certain Mortgage dated July 31, 2009 made by Grantor as "Mortgagor", to RCB Bank, and recorded August 19, 2009 in Document #2009007865, in the records of the office of the County Clerk of Delaware County, Oklahoma (hereinafter "Mortgage").

1-2010-003902 Book 1904 Pg. 792
05/20/2010 10:53 am Pg 0791-0793
Fee: \$ 17.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

TOGETHER WITH all and singular the improvements thereon and the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining forever and warrant the title to the same.

TO HAVE AND TO HOLD said described Real Property and said appurtenances, tenements and hereditaments thereto belonging unto the Grantee and Grantee's successors and assigns forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature EXCEPT those described hereinabove.


THIS DEED IS AN ABSOLUTE CONVEYANCE OF TITLE IN EFFECT AS WELL AS IN FORM, AND IS NOT INTENDED AS A MORTGAGE, TRUST CONVEYANCE OR SECURITY OF ANY KIND.

The consideration therefor is full release of Grantor from any and all personal liability for the indebtedness secured by the above described Mortgage.

It is the intention of and specifically understood by the Grantor and by the Grantee, and by Grantee's acceptance of delivery and recordation hereof the Grantee hereby declares that neither the Mortgage, nor any other loan documents executed in connection therewith shall merge or be merged with the title to the above described property conveyed by and acquired under this deed but shall remain in full force and effect until released by the mortgagee.

SIGNED AND DELIVERED this 7 day of May, 2010.

Island Developers, LLC

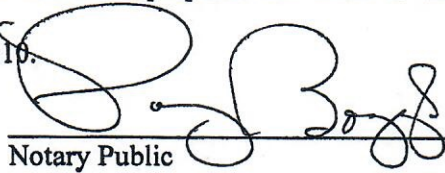

Harold W. Tompkins,
Manager of Island Developers, LLC

I-2010-003902 Book 1904 Pg: 793
05/20/2010 10:53 am Pg 0791-0793
Fee: \$ 17.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

STATE OF OKLAHOMA)
) ss.
)
COUNTY OF ROGERS ~~TULSA~~

On this 7 day of May, 2010, before me the undersigned, a Notary Public in and for the above County and State, personally appeared Harold W. Tompkins, Manager of Island Developers, LCC to me know to be the identical person who signed the name of the maker of the Warranty Deed as its authorized signer, and acknowledged to me that he signed the Warranty Deed as his free and voluntary act and as the free and voluntary act of said limited liability corporation, for the uses and purposes set forth in the Warranty Deed.

Signed this 7 day of May, 2010.


Notary Public

