

DECLARATION OF CONDOMINIUM OWNERSHIP
OF
MEDICAL PARK CENTER
(Unit Ownership Estate Recording)

STATE OF OKLAHOMA
Washington County
This instrument was filed for recording on
OCT 29 1979
at 3:00 o'clock P.M.
BEN J. ELLSWORTH, County Clerk
By *[Signature]* Deputy

KNOW ALL MEN BY THESE PRESENTS:

That, whereas, the Trustees of the Washington County Medical Authority, created by an Amended Trust Indenture dated as of August 10, 1973, are the owners of the following described real property, to-wit:

The Doctor's Building known as Medical Park Center and the parcel of land it occupies in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 8, Township 26 North, Range 13 East, Washington County, Oklahoma, more particularly described as:

Beginning at the northwesterly corner of the said Doctor's Building, said corner being located N 89 Degrees 59' E 85.13 feet from the East boundary of the Huber Second Addition S 0 Degrees 01' E 340.88 feet from a survey pin marking the centerline of State Street, said survey pin being 500.0 feet westerly of the center of the NE $\frac{1}{4}$ of Section 8, Township 26 North, Range 13 East, Washington County, Oklahoma;

Thence N 89 Degrees 59' E 98.65 feet to the northeasterly building corner; thence S 0 Degrees 01' E 82.80 feet to the southeasterly building corner; thence S 89 Degrees 59' W 98.65 feet to the southwesterly building corner; thence N 0 Degrees 01' W 82.80 feet to the northwesterly building corner, the point of beginning. Containing 0.19 acres, also known as Medical Park Center according to the plat thereof recorded in Plat Envelope in the Office of the County Clerk of Washington County, Oklahoma.

hereinafter referred to as the "real property"; and

WHEREAS, the above described real property is subject to a lease agreement dated as of the 1st day of October, 1978, by and between the Trustees of the Washington County Medical Authority and Jane Phillips Episcopal Hospital, Inc.; and

WHEREAS, there presently exists on said real property a multistory office building and it is intended that an expansion to the existing structure will be made; which building is currently and, with the expansion thereto when built, will continue to be commonly known as Medical Park Center; and

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WHEREAS, the Declarant and the Lessee desire to convert said Medical Park Center into a condominium and to create a condominium governed by and subject to the provisions of the Oklahoma Unit Ownership Estate Act, Title 60 Oklahoma Statutes, Section 501 et. seq.:

NOW THEREFORE, the undersigned hereby declare on behalf of themselves, their successors and assigns to their grantees and their respective heirs, successors, assigns, executors and administrators, as well as to any and all persons having, acquiring or seeking to have or acquire any interest of any nature whatsoever in and to any part of the property that from and after the date of the recording of this Declaration in the office of the County Clerk of Washington County, State of Oklahoma, the property shall be and continue to be subject to each and all of the terms hereof and of the said Oklahoma Unit Ownership Estate Act until this Declaration is terminated or abandoned in accordance with the provisions herein elsewhere contained.

1. DEFINITIONS: As used herein or elsewhere in the Exhibits annexed hereto, unless otherwise provided or unless the context requires otherwise, the following terms shall be defined as in this Article Provided.

1. Unit: Any one of those parts of the Building which is separately described on "Condominium Plat" as a Unit, containing one or more rooms for use as an office, as hereinafter more fully set forth, and designated as such.

2. Unit Owner: The person, persons or entity holding title in fee simple to a Unit.

3. Assessment: That portion of the cost of maintaining, repairing and managing the Property which is to be paid by each Unit Owner, which respective portions, except as herein specifically otherwise provided, are set forth in Exhibit B hereof.

4. Association: The "Medical Park Center, Inc." and its successors and assigns, a corporation duly organized under the laws of the State of Oklahoma with a principal place of business at 3400 East Frank Phillips Boulevard, Bartlesville, Oklahoma.

5. Building: The existing structure located on the property which was built substantially in accordance with the plans and specifications therefor prepared by Thomas L. McCrory, Architect and Netherton and Associates, Engineers.

6. Building Expansion: The addition to the existing structure, which when built, will be built substantially in accordance with the plans and specifications therefor prepared by Thomas L. McCrory, Architect and Netherton and Associates, Engineers.

7. **Common Elements:** The common areas and facilities are all that part of the property which is not within the Units as such Units are shown on the Condominium Plat or which exists within Units by virtue of an easement herein created.

8. **Common Expenses:** The actual and estimated costs of

- a. Maintenance, management, operation, repair and replacement of the Common Elements and those parts of the Units as to which, pursuant to other provisions hereof, it is the responsibility of the Association to maintain, repair and replace;
- b. Management and administration of the Association including, without limiting the same, the compensation paid by the Association to a managing agent, accountant, attorneys, and other employees and the expenses of meetings of Directors and Shareholders of the Association;
- c. Any other items held by or in accordance with other provisions of this Declaration or Exhibits annexed hereto to be Common Expense.

9. **Common Surplus:** The excess of all receipts of the Association including but not limited to assessments, rents, profits and revenues on account of the Common Elements over the amount of Common Expenses.

10. **Declarant:** The Trustees of the Washington County Medical Authority, a public trust, beneficiary of which is Washington County, Oklahoma, its successors and assigns and Jane Phillips Episcopal Hospital, Inc., lessee of the Property, its successors and assigns.

11. **Declaration:** This Declaration of Condominium Ownership and the Exhibits annexed hereto as the same from time to time may be amended. Said Exhibits are as follows:

Exhibit A: "Condominium Plat." A plat of the Building showing the layout, location, and unit numbers of the Units entitled "Medical Park Center" and bearing the verified statement of licensed engineers or architects certifying that the plans fully and accurately depict the dimensions, area, location and identification of the Units as built, which plat is recorded in Plat Envelope 439 in the Office of the County Clerk of Washington County, Oklahoma.

Exhibit B: "Unit Designations." A schedule showing the Unit designations, area, and proportionate interest in the

Common Elements and percentage share of Common Expenses and Common Surplus of each Unit.

Exhibit B1: Minimum Proportionate Interests of Units after Exercise of Option to Expand the Building." A schedule showing the minimum proportionate interest in the Common Elements and percentage share of Common Expenses and Common Surplus of each unit in the Building after exercise of the option reserved to expand the Building.

Exhibit C: By Laws of Medical Park Center, Inc.

Exhibit D: Rules and Regulations of the Association.

12. Member: Each Unit Owner shall be a member of Medical Park Center, Inc., a corporation described in Section III hereof.

13. Person: Declarant and any individual, firm, corporation, trustee of other entity capable of holding title to real property.

14. Plans and Specifications: The plans and specifications referred to in Article I, Sections 5 and 6, hereof.

15. Property: As defined and described in this Declaration.

16. Share: The percentages attributed to each Unit as set forth in Exhibit B hereto.

II. CONDOMINIUM NAME: The name of this condominium is Medical Park Center.

III. NAME OF ORGANIZATION OF UNIT OWNERS: The name of the organization of Unit Owners is Medical Park Center, Inc., a corporation duly organized under the laws of the State of Oklahoma with a principal place of business at 3400 East Frank Phillips Boulevard, Bartlesville, Oklahoma. The registered agent of the Corporation at that address shall initially be Richard D. Roodman. Successor registered agents shall be selected by the Board of Directors of the Corporation which selection shall be effective upon the filing of a resolution naming such successor with the Secretary of State of the State of Oklahoma. Medical Park Center, Inc., hereinafter referred to as the Association, has enacted by-laws pursuant to the Oklahoma Unit Ownership Estate Act, Title 60 Oklahoma Statutes, Section 501 et. seq., which are attached hereto as Exhibit C.

IV. DESCRIPTION OF BUILDING: The Building is the existing structure located on the above described real estate consisting of four stories and a basement. The Building is constructed primarily of precast concrete panels.

V. DESCRIPTION OF UNITS: Any instrument affecting a Condominium Unit may legally describe it by reference to the identifying Condominium Unit number shown on the Condominium Plat. This identifying number for a Condominium Unit in the Building is the number on the Condominium Plat identifying the individual space which is part of that Condominium Unit. A legal description of a Condominium Unit in the Building may be in the following form:

Condominium Unit _____, Medical Park Center, City of Bartlesville, Washington County, Oklahoma,

and any conveyance or other instrument affecting title to a Condominium Unit or any part thereof shall be deemed to include and describe the entire Condominium Unit including the appurtenant undivided interest in Common Elements and all of the rights, easements, obligations, limitations, encumbrances, covenants, conditions and restrictions benefiting or burdening the Condominium Unit under the terms of this Declaration.

Any reference to Medical Park Center in any description shall mean Medical Park Center according to the Condominium Plat and this Condominium Declaration both as filed and recorded in the office of the County Clerk of Washington County, State of Oklahoma.

The Unit designation, area and proportionate interest of each Unit in the common areas and total facilities is as set forth in Exhibit B.

VI. RESERVATION OF OPTION TO EXPAND THE BUILDING: Declarant hereby reserves an option to expand the Building and to amend this Declaration of Condominium Ownership one or more times as needed to include the Building Expansion within the terms and provisions of this Declaration of Condominium Ownership under the provisions of the Oklahoma Unit Ownership Estate Act as hereinafter provided:

1. The Building Expansion shall be limited to the addition of three stories or floors upon the top of the existing Building. These floors shall be designated Floors Five, Six and Seven and shall be divided into units as Declarant shall see fit provided that no Unit shall contain less than 500 square feet in area.

2. The limitations on occupancy herein elsewhere contained shall be applicable to any Units in the Building Expansion.

3. The Building Expansion shall be compatible in all architectural and engineering aspects with the existing structure and the use and occupancy together with the rights and obligations of the units and the owners thereof in the Building Expansion shall be as set forth in this Declaration of Condominium Ownership.

4. The maximum number of floors that may be added is three and the maximum number of units that may be added is 24.

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5. The total of the proportionate interest in the Common Elements and percentage share of Common Expenses and Common Surplus of Units in the Building Expansion shall not exceed 42% of the total interest in the Common Elements, and Common Expenses and Common Surplus of the Building, plus the Building Expansion after the option to expand the Building is exercised. The maximum amount by which the proportionate interest in the Common Elements and percentage share of Common Expenses and Common Surplus of the Units set forth in Exhibit B can be diluted or diminished by the exercise of the option herein retained to expand the Building is 42%. In no event shall the proportionate interest in the Common Elements and the percentage share of Common Expenses and Common Surplus of existing Units be reduced below the amounts set forth in Exhibit B1 hereto.

6. The option herein retained shall be exercised by Declarant or either one of them within five years of the date of filing of this Declaration of Condominium Ownership.

7. Each Unit Owner, by the acceptance of a deed to a Condominium Unit, irrevocably constitutes and appoints the Declarant, or either one of them, with full power of substitution as his true and lawful attorney in his name, place, and stead to execute, acknowledge, swear to, and file:

a. Consent to the Amendment of the Declaration of Condominium Ownership of Medical Park Center and the Exhibits thereto as provided in this article;

b. To vote the shares of the Association held by each Unit Owner for such amendments to the Articles of Incorporation and By Laws of the Association as may be necessary to effectuate the within referred to Building Expansion; and

c. To do and perform such other acts as may be necessary to effectuate the within referred to Building Expansion. The power of attorney granted herein shall be deemed to be coupled with an interest and shall be irrevocable and survive the death of a Unit Owner, but in no event shall it remain in effect for a period longer than three years from the date of filing of this Declaration of Condominium Ownership. In the event of any conflict between this Declaration of Condominium Ownership and any instrument filed by such attorneys pursuant to the power of attorney granted in this paragraph, this Declaration of Condominium Ownership shall control.

VII. DESCRIPTION OF COMMON AREAS AND FACILITIES: The common areas and facilities include the common areas and facilities of the Building including the lobbies, halls, corridors, stairways, elevators, public restrooms, entrances and exits of the central core of the Building, the outside walls of the Building, structural slabs, roof, interior boundary walls of the Units and load bearing columns, the walkway to the parking garage, the installation of central services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning and incinerating; the elevators, tanks, pumps, motors, fans, compressors, ducts and in general all apparatus and installations existing for common use, the portion of the basement not described as the basement unit and all other elements of the property necessary or convenient to its existence, maintenance and safety when normally in common use.

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VIII. COMMON ELEMENTS USE: The Common Elements shall be used in accordance with and subject to the following provisions:

1. **Covenant against Partition.** In order to effectuate the intent hereof and to preserve the Condominium and the Condominium method of ownership, the property shall remain undivided and no person, irrespective of the nature of his interest in the property, shall bring any action or proceeding for partition or division of the property or any part thereof until the termination of the Declaration in accordance with provisions herein elsewhere contained or until the Building is no longer tenantable, whichever first occurs. An exception to this clause in the event of casualty damage is set forth in Article XV hereof.

2. **Rules and Regulations Promulgated by Association.** No person shall use the Common Elements or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as from time to time may be promulgated by the Association. Without in any manner intending to limit the generality of the foregoing, the Association shall have the right but not the obligation, to promulgate rules and regulations limiting the use of the Common Elements to members of the Association and their respective employees and business invitees.

3. **Maintenance, repair, management and operation of the Common Elements** shall be the responsibility of the Association; but nothing herein contained, however, shall be construed so as to preclude the Association from delegating to persons, firms, or corporations of its choice, such duties as may be imposed upon the Association by the terms of this Subarticle VIII (3) and as are approved by the Board of Directors of the Association. An exception to this clause is set forth in Article XXIV hereof.

4. **Expenses incurred or to be incurred for the maintenance, repair, management and operation of the Common Elements** shall be collected from Unit Owners as assessed, in accordance with the provisions contained elsewhere herein.

5. **Subject to the rules and regulations from time to time pertaining thereto**, all Unit Owners may use the Common Elements in such manner as will not restrict, interfere with or impede the use thereof by other Unit Owners.

6. **Alterations and Improvements.** The Association shall have the right to make or cause to be made such alterations and improvements to the Common Elements (which do not prejudice the right of any Unit Owner unless his written consent has been obtained), provided the making of such alterations and improvements are first approved by the Board of Directors of the Association.

a. If fifty per cent or more but less than seventy-five per cent of the Unit Owners agree to make an improvement to the common areas and facilities, and assess the cost therefor, the cost of such improvement shall be borne solely by the owners so agreeing.

b. Seventy-five per cent or more of the Unit Owners may agree to make an improvement to the common areas and facilities and assess the cost thereof to all Unit Owners as a Common Expense, but if such improvement shall cost in excess of ten per cent of the then value of the Condominium, any Unit Owner not so agreeing may require the purchase of his Unit by the organization of Unit Owners at the fair market value thereof as arrived at by a panel of appraisers selected one by Unit Owner, one by the Organization of Unit Owners, with a third member selected by the two other members. The cost of any such purchase shall be a Common Expense.

7. Shares of Unit Owners. The Shares of the Unit Owners in the Common Elements shall be as stated in Exhibit B and may be altered only by amendment hereof executed in form for recording by all of the Unit Owners and First Mortgagees of such Owners provided, however, that Declarant shall be allowed to amend this Declaration of Condominium Ownership as set forth in Article VI of this Declaration. No such alteration shall affect the lien of prior recorded mortgages unless written consent of the holder of such mortgage is obtained and recorded; provided, however, that no written consent of the holder of such mortgage shall be required if an amendment to this Declaration is made pursuant to Article VI hereof.

8. The share of a Unit Owner in the Common Elements is appurtenant to the Unit owned by him, and inseparable from Unit Ownership.

IX. MAINTENANCE AND REPAIR OF UNITS:

1. By the Association. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of:

a. All portions of the Unit which contribute to the structural support of the Building; excluding, however, interior walls, ceiling and floor surfaces and doors, and including, without intending to limit the same to, outside walls of the Building, structural slabs, roof, interior boundary walls of Units and load-bearing columns;

b. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be contained in the Unit but excluding therefrom appliances, office machinery, plumbing fixtures, light fixtures, heat pumps and temperature control devices;

c. All incidental damage caused to a Unit by such work as may be done or caused to be done by the Association in accordance herewith;

d. Cause the Building and appurtenances of the Condominium to be maintained according to reasonably acceptable standards including but not limited to exterior cleaning, exterior painting, plumbing, carpentry, and such other normal maintenance and repair work as may be necessary for the Common Elements;

e. Make contracts for sewer, water, lights, refuse collection, electric service, vermin extermination and other necessary services. Also place orders for such equipment, tools, appliances, materials and supplies as are necessary to properly maintain the Condominium;

f. Cause to be placed and kept in force necessary insurance needed adequately to protect the Association, its members and mortgagees holding mortgages covering Units as their respective interest may appear (or as required by law) including public liability insurance, fire and extended coverage insurance as is more particularly set forth in this Declaration of Comdominium.

Funds for the payment of the above and foregoing shall be assessed against the Unit Owners as a Common Expense.

2. By the Unit Owner. The responsibility of the Unit Owner shall be as follows:

a. To maintain, repair and replace at his expense all portions of the Unit except the portions of each to be maintained, repaired and replaced by the Association;

b. To perform his responsibilities in such manner so as not unreasonably to disturb the rights of other persons occupying within the Building;

c. Not to paint or otherwise decorate or change the appearance of any portion of the Building not within the walls of the Unit unless the written consent of the Association or its agent is obtained;

d. To promptly report to the Association or its agent any defect or need for repairs or maintenance; the responsibility for the remedying of which is with the Association;

e. Not to make any alterations in the portions of the Unit or the Building which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the Building without first obtaining the written consent of the Board of Directors of the Association, nor shall any Unit Owner impair any easement without first obtaining the written consents of the Association and of the Unit Owner or Owners for whose benefit such easement exists.

3. Nothing herein contained, however, shall be construed so as to impose a contractual liability upon the Association for maintenance, repair and replacement; but the Association's liability shall be limited to damages resulting from negligence.

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X. UNITS SHALL BE CONSTITUTED AS FOLLOWS:

1. Real Property. Each Unit, together with the space within it as shown on the Condominium Plat and together with all appurtenances thereto, shall for all purposes constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property independently of all other parts of the property subject only to the provisions of this Declaration.

2. Boundaries. Each Unit shall be bounded as to both horizontal and vertical boundaries as shown on the Condominium Plat, subject to such encroachments as are contained in the Building whether the same exist now or are created by construction, settlement or movement of the Building, or permissible repairs, reconstruction or alterations. Said boundaries are intended to be as follows:

a. Vertical Boundaries:

- (i) The topside of the concrete slab above and abutting the Unit;
- (ii) The topside of the concrete slab below and abutting the Unit.

b. Horizontal Boundaries:

- (i) **Between Units:** The plane formed by the interior side of the wall between Units;
- (ii) **Exterior Boundaries:** The plane formed by the interior side of the wall in which the windows are located;
- (iii) **Between Unit and Hallways:** The plane formed by the interior side of the Unit wall.

3. Appurtenances. Each Unit shall include and the same shall pass with each Unit as an inseparable appurtenance thereto whether or not separately described, conveyed or encumbered all the rights, title and interest of a Unit Owner in the property which shall include but not be limited to:

a. Common Elements: an undivided share of the Common Elements, such undivided share to be that portion set forth in Exhibit B hereof;

b. A license to maintain one automobile for each occupant of a Unit who is the holder of privileges with Jane Phillips Episcopal Hospital, Inc., its successors and assigns, at no fee and to maintain other automobiles at and on parking spaces in the parking garage adjacent to Medical Park Center for fees which shall not exceed the parking fees charged by the Trustees of the Washington County Medical

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Authority, its successors and assigns, or Jane Phillips Episcopal Hospital, Inc., its successors and assigns, to patients of and visitors to the hospital for parking in the same parking facility. At the time of this Declaration no parking fees are charged for use of this parking facility but Declarant, or either of them, their successors and assigns, specifically reserve the right to make charges for parking, subject to the above limitation, at any time they, or either one of them, in their sole discretion determine that charges for parking are necessary or appropriate;

c. Easements for the benefit of the Unit;

d. Association stockholdership and funds and assets held by the Association for the benefit of the Unit Owner;

e. All such appurtenances, however, shall be and continue to be subject to the easements for the benefit of other Units;

f. In addition to and not in derogation of the ownership of the space described on the Condominium Plat, an exclusive easement for the use of the space not owned by the Unit Owner and which is occupied by the Unit, which easement shall exist until the earlier of such time as this Declaration is terminated in accordance with the provisions herein elsewhere contained, or the building is no longer tenable;

g. The following easements from each Unit Owner to each other Unit Owner and to the Association:

(i) Ingress and Egress. Easements through the Common Elements for ingress and egress for all persons making use of such Common Elements in accordance with the terms of the Condominium Documents;

(ii) Maintenance, Repair and Replacement. Easements through the Units and Common Elements for maintenance, repair and replacement of the Units and Common Elements. Use of these easements, however, for access to the Units shall be limited to reasonable hours, except that access may be had at any time in case of emergency;

(iii) Utilities. Easements through the Units and Common Elements for all facilities for the furnishing of utility services within the Building, which facilities shall include but not be limited to conduits, ducts, plumbing and wiring; provided, however, that the easements for such facilities through a Unit shall be only substantially in accordance with the Plans and Specifications of the Building;

(iv) Structural Support. Every portion of a Unit which contributes to the structural support of the Building shall be burdened with an easement of structural support for the benefit of the Common Elements;

(v) Emergency Easements of Ingress and Egress. Easements whenever reasonably required for emergency ingress and egress. No Unit Owner shall install or allow to be installed any lock, security device or other thing which will or might impair such easements.

XI. PURPOSE AND USE RESTRICTIONS: The purpose of this Condominium is to provide for the operation of a building with a condominium form of ownership which supports and compliments the Jane Phillips Episcopal-Memorial Medical Center and the uses and purposes of the Declarant. In order to provide for a congenial occupation of the Building, to provide for the protection of the value of the Units, and to insure that the use and occupation of the Units shall be complimentary to the use of the building as a medical office building, the use of the property shall be restricted to and be in accordance with the following provisions:

1. The Units shall be used for only those purposes allowed by the zoning laws and regulations of the City of Bartlesville, Washington County, Oklahoma.
2. The Common Elements shall be used for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of the Units.
3. The Units shall be owned only by the following persons or entities:
 - a. Declarant or either one of them, their successors and assigns;
 - b. The Association;
 - c. Persons and partnerships composed of persons who are holders of privileges with Jane Phillips Episcopal Hospital, Inc., its successors and assigns, and approved in advance by the Board of Directors of the Association;
 - d. Trusts, the beneficiaries of which are persons or the spouse or descendants of persons who are approved as herein provided;
 - e. Professional corporations, provided the sole shareholders are persons who are approved as herein provided.
 - f. The spouse or descendants of persons who are approved as herein provided and corporations, the sole shareholders of which are persons or the spouse or descendants of persons who are approved as herein provided, which family ownership arrangement must be approved in advance by the Board of Directors of the Association and which approval may in the Directors sole discretion be conditioned upon the granting of an irrevocable proxy to vote the shares of the Association to the family member who is the holder of privileges with Jane Phillips Episcopal Hospital, Inc.

The Association shall signify in writing such approval or disapproval within thirty (30) days after the same is requested in writing provided that simultaneously with such request there is submitted to the Association the name of the persons in question, the present address, and three references together with such other information as the Association might reasonably request. Any such approval, once given, may not thereafter be withdrawn. The provisions of this paragraph shall not be applicable to any mortgagee or purchaser or lessee from such mortgagee as recited in Article XXIII hereof.

4. No Unit shall be leased to or occupied by any person, partnership or professional corporation who does not have or whose partners or sole shareholders do not have privileges with Jane Phillips Episcopal Hospital, Inc., its successors and assigns and who has not been approved in advance by the Board of Directors of the Association; provided, however, that the Association may maintain space in the Building for the use and benefit of the Association which is not subject to the above requirements and that the Declarant, or either one of them, may own Units and lease to or occupy for itself Units for the support of and complimentary to Jane Phillips Episcopal-Memorial Medical Center and the uses and purposes of this Condominium without being subject to the requirements of privileges and approval of the Board of Directors of the Association as above provided.

5. Nuisances. No nuisances shall be allowed upon the property nor shall any use or practice be allowed which is a source of annoyance to occupants or which interferes with the peaceful possession and proper use of the property by its occupants. If the Association by a two-thirds vote of its Directors at a meeting called for that purpose determines that a Unit Owner is committing a nuisance, the offending Unit Owner shall be required to offer that Unit for sale to the Association at the fair market value thereof as arrived at by a panel of appraisers selected one by Unit Owner, one by the Association with a third member selected by the other two members. If the Association accepts this offer, the cost of such purchase shall be a Common Expense.

6. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the property nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The respective responsibilities of Unit Owners and the Association of complying with the requirements of governmental bodies which require maintenance, modification or repair of the property shall be the same as hereinabove provided for the maintenance and repair of that portion of the property subjected to such requirements.

7. Interpretation. In interpreting deeds, mortgages and plans the existing physical boundaries of the Unit or of a Unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in the deed, mortgage or plan, regardless of settling or lateral movement of the Building and regardless of minor variance between boundaries shown on the plan or in the deed and those of the Building.

8. Regulations. Regulations concerning use of the property may be promulgated by the Association as hereinabove set forth; provided, however, that copies of such regulations are furnished to each Unit Owner prior to the time that the same become effective. The initial regulations, which shall be deemed effective until amended by the Association, are annexed hereto and

made a part hereof as Exhibit D. Any amendments thereto shall be recorded in the office of the County Clerk of Washington County as amendments to said Exhibit. Such regulations shall not impair or limit the rights of mortgagees, as elsewhere recited.

XII. CONVEYANCES: The sale, leasing and mortgaging of Units shall be subject to the following provisions until this Declaration is terminated in accordance with provisions herein elsewhere contained, or until the Building is no longer tenantable, whichever first occurs:

1. **Sale or Lease.** No Unit Owner may dispose of a Unit or any interest therein by sale or by lease without approval of the Board of Directors, except as elsewhere provided herein, which approval of the Association shall be obtained in the manner hereinafter provided.

a. **Notice to Association.** A Unit Owner intending to make a sale or lease of his Unit or any interest therein shall give written notice to the Association of such intention together with the name and address of the intended purchaser or lessee, such other information as the Association reasonably may require and the terms of the proposed transaction. The giving of such notice shall constitute a warranty and representations by the Unit Owner to the Association and any purchaser or lessee produced by the Association as hereinafter provided that the Unit Owner believes the proposal to be bona fide in all respects;

b. **Election of Association.** Within thirty (30) days after receipt of such notice, the Board of Directors of the Association shall either approve the transaction or furnish a purchaser or lessee approved by the Association, which purchaser or lessee may be the Association itself, or the Declarant or either one of them, (and give notice thereof to the person desiring to sell or lease his unit) who will accept the transaction upon terms as favorable to the seller as the terms stated in the notice, except that a purchaser or lessee furnished by the Association, as above stated, may have not less than thirty (30) days subsequent to the date of approval within which to close the transaction, and except that the approval of a corporation may be conditioned as elsewhere stated. The approval of the Board of Directors of the Association, as above stated, shall be in recordable form, signed by any two members of the Board, and shall be delivered to the purchaser or lessee. The Unit Owner giving such notice shall be bound to consummate the transactions with such purchaser or lessee as may be approved and furnished by the Association. The right of election shall not be exercised so as to restrict alienation, conveyance, sale, leasing, purchase, ownership and occupancy of units because of race, creed, color or national origin.

2. **Owner's Units and other privileges.** The original owners, herein called Declarant, who have executed this Declaration of Condominium, their successors and assigns, are irrevocably empowered notwithstanding this

Declaration of Condominium, By-Laws, Restrictions, Rules and Regulations, or as the same may be amended from time to time, to sell, convey, lease, sublease, encumber, rent or otherwise dispose of, any interest they may have in and to any Units to any person or entity who is qualified as herein provided. They shall have the right to transact on the Property any business necessary to consummate the sale or lease of Condominium Units or that is complimentary to or supportive of the Jane Phillips Episcopal-Memorial Center. In the event there are unsold Condominium Units, the owners are hereby vested with the right to be the owners thereof, as above set forth, and shall have the right to sell, rent, occupy, lease or sublease, the same.

XIII. ADMINISTRATION: The administration of the Property, including but not limited to the acts required of the Association, shall be governed by the following provisions:

1. The Association shall be incorporated under the name, Medical Park Center, Inc. as a corporation under the laws of the State of Oklahoma. Any other form of organization for the Association may be submitted after first obtaining the written approval of all of the members thereof.

2. The By-Laws of the Association shall be in the form attached as Exhibit C until such are amended in the manner therein provided.

3. The duties and powers of the Association shall be those set forth in this Declaration, the Articles of Incorporation and the By-Laws together with those reasonably implied to effect the purposes of the Association of this Declaration; provided, however, that if there are conflicts or inconsistencies between this Declaration and either the Articles of Incorporation or the By-Laws, the terms and provisions of this Declaration shall prevail and the Unit Owners covenant to vote in favor of such amendments in the Articles of Incorporation and/or By-Laws as will remove such conflicts or inconsistencies. The powers and duties of the Association shall be exercised in the manner provided by the Articles of Incorporation and the By-Laws and any duties or rights of the Association which are granted by or to be exercised in accordance with the provisions of this Declaration, shall be so exercised except that wherever this Declaration requires the act or approval of the Board of Directors of the Association, such act or approval must be that of the Board done or given in accordance with the By-Laws.

4. Notices or demands, for any purpose, shall be given by the Association to Unit Owners and by Unit Owners to the Association and other Unit Owners in the manner provided for notices to members of the Association by the By-Laws of the Association.

5. All funds and titles of all properties acquired by the Association and the proceeds thereof after deducting therefrom the costs incurred by the Association in acquiring the same shall be held for the benefit of the Unit Owners for the purposes herein stated.

6. All income received by the Association from the rental or licensing of any part of the Common Elements (as well as such income anticipated) shall be used for the purpose of reducing prospective Common Expenses prior to establishing the annual assessment for Common Expenses.

7. The Association, by and through its Board of Directors, is hereby vested with the power to delegate its powers, duties and authority granted by this Declaration by entering into a management contract with such persons or organizations or corporations and upon such conditions and terms as the Board of Directors may elect except as provided in Article XXIV hereof. The management costs and fees as may be contained in any management contract shall be Common Expenses.

XIV. INSURANCE: The insurance which shall be carried upon the property shall be governed by the following provisions:

1. Authority to Purchase. Except Builder Risk and other required insurance furnished by Declarant during construction; all insurance policies upon the Property (except as hereinafter allowed) shall be purchased by the Association for the benefit of the Unit Owners and their respective mortgagees as their interests may appear and shall provide for the issuance of certificates of insurance and mortgage endorsements to the holders of first mortgages on the Units or any of them.

2. Waiver of Subrogation. The Association and Unit Owners agree and covenant that neither shall be liable to the other for loss arising out of damage to or destruction of the Unit or contents thereof when such loss is caused by any perils included within the Oklahoma Standard Fire and Extended Coverage Insurance Policy; this agreement shall be binding whether or not such damage or destruction be caused by negligence of either party or their agents, employees or visitors.

3. Unit Owners. Each Unit Owner may obtain insurance, at his own expense, affording coverage upon his personal property and for his personal liability as may be required by law. The Association recommends that this coverage be obtained from an insurance company from which the Association obtains coverage against the same risk, liability or peril, if the Association has such coverage.

4. Coverage.

a. Hazard and Casualty. The Building and all other insurable improvements upon the land and all personal property as may be owned by the Association shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundations) as determined annually by the insurance company affording such coverage. Such coverage shall afford protection against:

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(i) Loss or damage by fire and other hazards covered by the standard extended coverage endorsement;

(ii) Such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as the Building, including but not limited to, vandalism and malicious mischief;

b. Public Liability and property damage in such amounts and in such forms as shall be required by the Association including but not limiting the same to water damage, legal liability, hired automobile, non-owned automobile and off-premises employee coverages;

c. Workmens Compensation policy to meet the requirements of law;

d. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner.

5. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged as Common Expenses.

6. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their respective interest may appear.

XV. RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE:

A. If any part of the Common Elements shall be damaged by casualty, the determination of whether or not to reconstruct or repair the same shall be made as follows:

1. Rebuilding of the common areas and facilities made necessary by fire or other casualty loss shall be carried out in the manner set forth in the condominium documents dealing with the necessary work of maintenance, repair and replacement, using common funds, including the proceeds of any insurance, for that purpose, provided such casualty loss does not exceed ten per cent of the value of the Condominium prior to the casualty.

2. If said casualty loss exceeds ten per cent of the value of the Condominium prior to the casualty, and

a. If seventy-five per cent of the Unit Owners within one hundred and twenty days after the date of the casualty duly resolve not to proceed with repair or restoration, the Condominium, including all Units, shall be subject to partition at the suit of any Unit Owner. Such suit shall be subject to dismissal at any time

prior to entry of an order to sell if an appropriate agreement to rebuild is filed. The net proceeds of a partition sale together with any common funds shall be divided in proportion to the Unit Owners' respective undivided ownership in the common areas and facilities. Upon such sale, the Condominium shall be deemed removed from the provisions of the Oklahoma Unit Ownership Estate Act, Title 60, Oklahoma Statutes, Section 501, et. seq.; and

b. If less than seventy-five per cent of the Unit Owners duly resolve not to proceed with the necessary repair or restoration, the cost of the rebuilding of the Condominium, in excess of any available common funds, including the proceeds of any insurance, shall be a Common Expense; provided, however, that if such excess cost exceeds ten per cent of the value of the Condominium prior to the casualty, any Unit Owner who did not so agree may require the Association to purchase his Unit at the fair market value thereof as approved by a panel of appraisers selected one by the Unit Owner, one by the Organization of Unit Owners with a third member selected by the two other members. The cost of any such purchase shall be a Common Expense.

3. Any such reconstruction or repair shall be substantially in accordance with the Plans and Specifications.

4. Encroachments upon or in favor of Units which may be created as result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the Unit Owner upon whose property such encroachment exists, provided that such reconstruction was either substantially in accordance with the Plans and Specifications or as the Building was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the Building stands.

B. Responsibility. If the damage is only to those parts of one Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

1. Estimate of Costs. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such Bonds as the Board of Directors desires.

2. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including the aforesaid fees and premiums, if any) assessments shall be made against the Unit Owners who own the damaged property in sufficient amounts to provide funds

to pay the estimated costs. If at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the Unit Owners who own the damaged property in sufficient amounts to provide funds for the payment of such costs.

3. Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance and funds collected by the Association from assessments against Unit Owners, shall be disbursed in payment of such cost in the following manner:

a. Association. The Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair; and

b. Proceeds of Insurance. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Association from collections 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 in the following manner:

(i) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the Unit Owner: to such contractors, suppliers and personnel as do the work or supply the materials or services required for such reconstruction or repair, in such amounts and at such times as the Unit Owner may direct, or if there is a mortgagee endorsement, then to such payees as the Unit Owner and the first mortgagee jointly direct. Nothing contained herein, however, shall be construed so as to limit or modify the responsibility of the Unit Owner to make such reconstruction or repair;

(ii) Association: Lesser damage. If the amount of the estimated costs of reconstruction and repair is less than the total of the annual assessments for Common Expenses made during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request of a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage;

(iii) Association: Major damage. If the amount of the estimated costs of reconstruction and repair of the Building or other improvement is more than the total of the annual assessments for Common Expenses made during the year in which the casualty occurred, then the construction fund shall be disbursed in

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payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in the State of Oklahoma and employed by the Association to supervise the work;

(iv) Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed jointly to the Unit Owners and their mortgagees who are the beneficial owners of the fund; and

(v) When the damage is to both Common Elements and Units, the insurance proceeds shall be applied first to the costs of repairing the Common Elements and the balance to the Units in the shares above stated.

4. Insurance Adjustments. Each Unit Owner shall be deemed to have delegated to the Board of Directors his right to adjust with insurance companies all losses under policies purchased by the Association except in any case where the damage is restricted to one Unit, subject to the rights of mortgagees of such Unit Owners.

XVI. TAXES AND SPECIAL ASSESSMENTS:

1. Each Unit, together with its proportionate interest in the Common Elements, shall constitute a separate and distinct unit for the purpose of assessment of taxes, special assessments, and other charges which may be lawfully assessed against owners of real estate, and each Unit Owner shall be liable solely for the amount of taxes against his individual estate and shall not be affected by the consequences resulting from the tax delinquency of other Unit Owners.

XVII. ASSESSMENTS: Assessments against the Unit Owners shall be made or approved by the Board of Directors of the Association and paid by the Unit Owners to the Association in accordance with the following provisions:

1. Share of Expense. Common Expenses. Each Unit Owner shall be liable for his share of the Common Expenses, and any Common Surplus shall be owned by each Unit Owner in a like share.

2. Assessments other than Common Expenses. Any assessments, the authority to levy which is granted to the Association or its Board of Directors by the Condominium Documents, shall be paid by the Unit Owners to the Association in the proportions set forth in the provision of the Condominium Documents authorizing the Assessment.

3. Assessments for Common Expenses. Assessments for Common Expenses shall be made for the current fiscal year at such times as in the judgment of the Board of Directors Common Expense assessments are required for the proper management, maintenance and operation of the Common Elements. Ordinarily, assessments shall be due and payable on the first day of each month beginning with the first month of the fiscal year for which the assessments are made. The total of the assessments shall be in the amount of the estimated Common Expenses for the year including a reasonable allowance for contingencies and reserves less the amounts of unneeded Common Expense Account balances and less the estimated payments to the Association for defraying the costs of the use of Common Elements.

4. Other Assessments shall be made in accordance with the provisions of this Declaration and the Exhibits annexed hereto and if the time of payment is not set forth therein the same shall be determined by the Board of Directors of the Association.

5. Assessments for Emergencies. Assessments for Common Expenses of emergencies which cannot be paid from the Common Expense Account shall be made only by the Board of Directors of the Association.

6. Assessments for Liens. All liens of any nature including taxes and special assessments levied by governmental authority which are a lien upon more than one Unit or upon any portion of the Common Elements, shall be paid by the Association as a Common Expense and shall be assessed against the Units in accordance with the Shares of the Units concerned or charged to the Common Expense Account, whichever in the judgment of the Board of Directors is appropriate.

7. Assessment Roll. The assessments against all Unit Owners shall be set forth upon a roll of the Units which shall be available in the Office of the Association for inspection at all reasonable times by the Unit Owners or their duly authorized representatives. Such roll shall indicate for each Unit the name and address of the Owner or Owners, the assessments for all purposes and the amounts of all assessments paid and unpaid. A certificate made by the Association as to the status of a Unit Owner's assessment account shall limit the liability of any person for whom made other than the Unit Owner when recorded in the office of the County Clerk of Washington County, State of Oklahoma. The Association shall issue such certificates in recordable form to such persons as a Unit Owner shall request in writing.

8. Liability for Assessments. The Owners of a Unit and his grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor. Such liability may not be avoided by a waiver of the use or enjoyment of any Common Element or by

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abandonment of the Unit for which the assessments are made. A purchaser of a Unit at a judicial or foreclosure sale or a first mortgagee who accepts a deed in lieu of foreclosure shall be liable only for assessments coming due after such sale and for that portion of due assessments prorated to the period after the date of such sale. Such a purchaser as aforesaid shall be entitled to the benefit of all pre-paid assessments paid beyond the date such purchaser acquired title.

9. **Lien for Assessments.** The unpaid portion of an assessment which is due shall be secured by a lien upon the Unit and all appurtenances thereto. Such lien shall have priority over all other liens, except tax liens and first mortgages of record, as to such portion of said Common Expenses as became due within six months prior to the commencement of an action to enforce such lien. Such a claim of lien shall also secure all assessments which come due thereafter until the claim of lien is satisfied.

10. **Application.**

a. **Interest: Application of Payments.** Assessments and installments thereof paid on or before ten (10) days after the date when due shall not bear interest but all sums not paid on or before twenty (20) days after the date when due shall bear interest at the rate of twelve per cent (12%) per annum from the date when due until paid. All payments upon account shall be applied first to interest and then to the assessment payment first due. All interest collected shall be credited to the Common Expense Account; and

b. **Suit.** The Association, at its option, may enforce collection of delinquent assessments by suit at law or by foreclosure of the liens securing the assessments or by any other competent proceeding and in any event the Association shall be entitled to recover in the same action, suit or proceeding the payments which are delinquent at the time of judgment or decree together with interest thereon at the rate of twelve per cent (12%) per annum, and all costs incident to the collection and the action, suit or proceedings, including, without limiting the same, reasonable attorneys' fees.

XVIII. COMPLIANCE AND DEFAULT: Each Unit Owner shall be governed by and shall comply with the terms of this Declaration and Regulations adopted pursuant thereto and said Declaration and Regulations as they may be amended from time to time. A default shall entitle the Association or other Unit Owners to the following relief:

1. **Legal Proceeding.** Failure to comply with any of the terms of this Declaration and Regulations adopted pursuant thereto, shall be ground for relief which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by the Association or if appropriate, by an aggrieved Unit Owner.

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2. All Unit Owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any employees, invitees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing herein continued, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

3. Costs and Attorneys' Fees. In any proceeding arising because of an alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the Court.

4. No Waiver of Rights. The failure of the Association or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition in the future.

5. All rights, remedies and privileges granted to the Association or a Unit Owner pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such party by the Condominium Documents or at law or in equity.

XIX. AMENDMENT: Except for alterations in the Shares which cannot be done except with the consent of all Unit Owners whose Shares are being affected, and their mortgagees subject, however, to the provisions of Article VI with regard to the Building Expansion, this Declaration may be amended in the following manner:

1. Declaration of Condominium Ownership. Amendments to the Declaration of Condominium Ownership shall be proposed and adopted as follows:

a. Notice. Notice of the subject matter of the proposed amendment in reasonably detailed form shall be included in the Notice of any meeting at which a proposed amendment is considered;

b. Resolution. A Resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the Unit Owners meeting as members of the Association and after being proposed and approved by either of such bodies, must be approved by the others. Directors and Unit Owners not present at the meeting considering such amendment may express their approval in writing or by proxy. Such approvals must be by not less than seventy-five per cent (75%) of the Directors and the owners of seventy-five per cent (75%) of the Units; and

c. Recording. A copy of each amendment shall be certified by at least two (2) officers of the Association as having been duly adopted and shall be effective when recorded in the Office of the County Clerk of Washington County. Copies of the same shall be sent to each Unit Owner and his mortgagee in the manner elsewhere provided for the giving of notices but the same shall not constitute a condition precedent to the effectiveness of such amendment.

2. Association: Articles of Incorporation and By-Laws. The Articles of Incorporation and the By-Laws of the Association shall be amended in the manner provided by such documents.

XX. TERMINATION. The Condominium shall be terminated, if at all, in the following manner:

1. All of the Unit Owners may remove all of the Condominium or a portion thereof from the provisions of the Oklahoma Unit Ownership Estate Act, 60 OS, Section 501, et. seq., by an instrument to that effect, duly recorded in the Office of the County Clerk, Washington County, Oklahoma, provided that the holders of all liens upon any of the Units affected consent thereto by instruments duly recorded. The termination shall become effective when such agreement has been recorded in the Office of the County Clerk.

2. Destruction. If it is determined in the manner elsewhere provided that the property shall not be reconstructed after casualty, this Condominium, including all Units, shall be subject to partition at the suit of any Unit Owner. Such suit shall be subject to dismissal at any time prior to entry of an order to sell if an appropriate agreement to rebuild is filed. The net proceeds of a partition sale together with any common funds shall be divided in proportion to the Unit Owners' respective undivided ownership in the common areas and facilities. Upon such sale, the Condominium shall be deemed removed from the provisions of the Oklahoma Unit Ownership Estate Act and terminated.

3. Shares of Unit Owners after Termination. After termination as provided in Section 1 of this Article, the Condominium, including all the Units, or the portion thereof thus removed, shall be owned in common by the Unit Owners and the organization of Unit Owners shall be dissolved, unless it is otherwise provided in the removal instrument. The undivided interest in the property owned in common held by each Unit shall be equal to the percentage of the undivided interest of such owner in the common areas and facilities. All funds held by the Association and insurance proceeds, if any, shall be and continue to be held jointly for the Unit Owners and their first mortgagees in proportion to the amount of the assessments paid by each Unit Owner. The costs incurred by the Association in connection with a termination shall be a Common Expense.

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XXI. COVENANTS RUNNING WITH THE LAND: All provisions of the Declaration shall be construed to be covenants running with the land and with every part thereof and interest therein including but not limited to every Unit and the appurtenances thereto; and every Unit Owner and claimant of the Property or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the Declaration.

XXII. LIENS:

1. **Protection of Property.** All liens against a Unit other than for permitted mortgages, taxes or special assessments will be satisfied or otherwise removed within thirty (30) days from the date the lien attaches. All taxes and special assessments upon a Unit shall be paid before becoming delinquent.

2. **Notice of Lien.** A Unit Owner shall give notice to the Association of every lien upon his Unit other than the permitted mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

3. **Notice of Suit.** Unit Owners shall give notice to the Association of every suit or other proceeding which will or may affect the title to his Unit or any other part of the Property, such notice to be given within five (5) days after the Unit Owner receives notice thereof.

4. **Failure to comply with this article concerning liens will not affect the validity of any judicial sale.**

XXIII. JUDICIAL SALES AND OTHER TRANSFERS OF TITLE:

1. **No judicial sale of a Unit nor any interest therein shall be valid unless the sale is to a purchaser approved by the Board of Directors of the Association, which approval shall be in recordable form and shall be delivered to the purchaser and recorded in the office of the County Clerk of Washington County, State of Oklahoma.**

2. **Unauthorized Transactions.** Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration or for which authorization has not been obtained pursuant to the terms of this Declaration, shall be void unless subsequently approved by the Board of Directors of the Association.

3. **In the event proceedings are instituted to foreclose any mortgage on any Unit, the Association on behalf of one or more Unit Owners, shall have the right to redeem from the mortgagee for the amount due thereon or to purchase such Unit at the foreclosure sale for the amount set forth to be due by the mortgagee in the foreclosure proceedings and should the mortgagor fail to redeem from such mortgage, and in case of such redemption by the Association,**

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the Association thus redeeming shall take and have absolute fee simple title to the Property redeemed, free from any claim or right of any grantee, his heirs or assigns or such mortgagor, and every person claiming by, through or under such mortgagor. Nothing herein contained shall preclude a mortgage institution, bank, savings and loan association, insurance company or any other recognized lending institution from owning a mortgage on any Unit, and such lending institution shall have an unrestricted, absolute right to accept title to the Unit in settlement and satisfaction of said mortgage or to foreclose the mortgage in accordance with the terms thereof and the laws of the State of Oklahoma and to bid upon said Unit at the foreclosure sale, provided said lending institution owning said mortgage shall give to the Association, its successors or assigns, written notice by certified mail of the said default mailed at least thirty (30) days prior to the date of the foreclosure sale during which 30 days the Association shall have the right to cure such default by payment to such mortgagee of all sums due upon such default and following such payment, such mortgagee shall be required to waive such default, and if such default is not cured as aforesaid, and should the Association or any member thereof individually or collectively fail to purchase such mortgage, together with any costs incident thereto, from such mortgagee, or fail to redeem such mortgage, then and in that event the mortgagee taking title on such foreclosure sale or taking title in lieu of foreclosure sale, may acquire such Unit and occupy the same and let, relet, sell and resell the same without complying with the restriction limiting the occupation of said Property to persons approved by the Association. If the Association or any members as aforesaid, redeems such mortgage or cures such default, it shall have a lien against the Unit for all sums expended in connection therewith, and shall have the same rights to collect such sums as in the case of a past due assessment.

XXIV. PROVISIONS PERTAINING TO DECLARANT: For so long as the Declarant continues to own any of the Units and as provided herein the following provisions shall be deemed to be in full force and effect, none of which shall be construed so as to relieve Declarant from any obligations of a Unit Owner to pay assessments as to each Unit owned by it, in accordance with the Condominium Documents.

1. The Declarant specifically disclaims any intent to have made any warranty or representation in connection with the Property or the Declaration except as specifically set forth therein and no person shall rely upon any warranty or representation not so specifically made therein.

2. In order to maintain high standards and to assure the proper development of the Condominium, the grantors herein, known as Declarant, hereby reserve for a period of two years from the date of recording of this Declaration, the power to contract with persons, firms or corporations of its choice for the management of the Condominium, and to delegate to such managing agent, which will initially be Jane Phillips Episcopal Hospital, Inc., all powers of the Association in regards to

maintenance, repair, management and operation of the Association. The management costs and fees as may be contained in such management contract shall be Common Expenses.

XXV. TERMS SEVERABLE: If any term, covenant, provision, phase or other element of the Declaration is held to be invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to affect, alter, modify or impair in any manner whatsoever any other term, provision, covenant or element of the Condominium Documents.

XXVI. UNIT DEEDS: Any transfer of a Unit shall include all appurtenances thereto whether or not specifically described, including the interest of the Unit Owner in the shares of the Association.

XXVII. CAPTIONS: Captions used in the Condominium Documents are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of the Condominium Documents.

XXVIII. GENDER, SINGULAR, PLURAL: Whenever the context so permits, the use of the plural shall include the singular, the plural and any gender shall be deemed to include all genders.

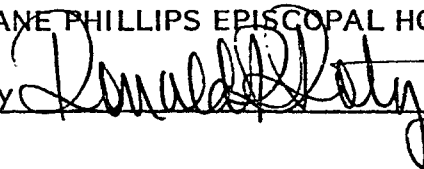
XXIX. SEVERABILITY: If any provision of this Declaration, or any section, sentence, clause, phrase or word, or the application thereof in any circumstances be judicially held in conflict with the laws of the State of Oklahoma, then the said laws shall be deemed controlling and the validity of the remainder of this Declaration and the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

IN WITNESS WHEREOF, we, Jane Phillips Episcopal Hospital, Inc. and the Trustees of the Washington County Medical Authority, the Declarant, have executed this Declaration as a sealed instrument this 22nd day of October, 1979.

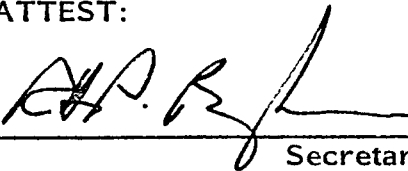
ATTEST:


Secretary

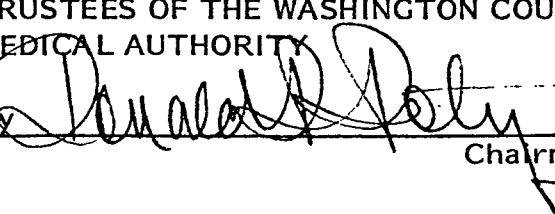
JANE PHILLIPS EPISCOPAL HOSPITAL, INC.

By 
Chairman

ATTEST:


Secretary

TRUSTEES OF THE WASHINGTON COUNTY MEDICAL AUTHORITY

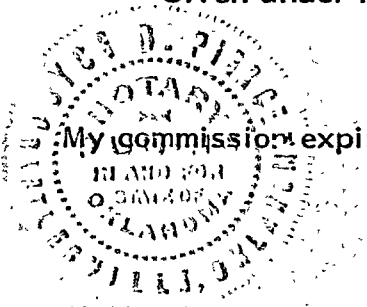
By 
Chairman

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STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

Before me, the undersigned, a Notary Public in and for said County and State, on this 22nd day of October, 1979, personally appeared DONALD D. DOTY to me known to be the identical person who subscribed the name of JANE PHILLIPS EPISCOPAL HOSPITAL, INC. to the foregoing instrument as its Chairman, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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



Joyce B. Pierce
Notary Public

My commission expires: June 16, 1981

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

Before me, the undersigned, a Notary Public in and for said County and State, on this 22nd day of October, 1979, personally appeared DONALD D. DOTY to me known to be the identical person who subscribed the name of TRUSTEES OF THE WASHINGTON COUNTY MEDICAL AUTHORITY to the foregoing instrument as its Chairman, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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



Joyce B. Pierce
Notary Public

My commission expires: June 16, 1981

EXHIBIT B
 TO DECLARATION OF CONDOMINIUM OWNERSHIP
OF MEDICAL PARK CENTER

UNIT DESIGNATIONS:

The Unit designation, area and proportionate interest in the Common Elements and percentage share of Common Expenses and Common Surplus are as follows:

<u>Unit</u>	<u>Location</u>	<u>Square Feet</u>	<u>Percentage Share</u>
B-A	N/2 of Basement	3739.72	7.18
1-A	NE Corner of First Floor	1177.87	4.52
1-B	SE Corner of First Floor	1131.62	4.35
1-C	S Middle of First Floor	1132.61	4.35
1-D	SW Corner of First Floor	1498.60	5.75
1-E	NW Corner of First Floor	971.12	3.73
2-A	NE Corner of Second Floor	1177.87	4.52
2-B	SE Corner of Second Floor	1882.32	7.22
2-C	SW Corner of Second Floor	1155.26	4.43
2-D	W Middle of Second Floor	585.49	2.25
2-E	NW Corner of Second Floor	1016.10	3.90
3-A	NE Corner of Third Floor	2390.30	9.17
3-B	SE Corner of Third Floor	1081.52	4.15
3-C	SW Corner of Third Floor	1564.16	6.00
3-D	NW Corner of Third Floor	1214.87	4.66
4-A	NE Corner of Fourth Floor	1318.41	5.06
4-B	SE Corner of Fourth Floor	1392.29	5.34
4-C	S Middle of Fourth Floor	531.38	2.04
4-D	SW Corner of Fourth Floor	961.65	3.69
4-E	NW Corner of Fourth Floor	985.10	3.78
4-F	N Middle of Fourth Floor	1018.04	3.91

EXHIBIT B1
 TO DECLARATION OF CONDOMINIUM OWNERSHIP
OF MEDICAL PARK CENTER

MINIMUM PROPORTIONATE INTERESTS OF UNITS AFTER EXERCISE OF
 OPTION TO EXPAND THE BUILDING.

The minimum proportionate interest in the Common Elements and percentage share of Common Expenses and Common Surplus of each Unit in the Building after exercise of the option reserved to expand the Building.

<u>Unit</u>	<u>Location</u>	<u>Square Feet</u>	<u>Percentage Share</u>
B-A	N/2 of Basement	3739.72	4.16
1-A	NE Corner of First Floor	1177.87	2.62
1-B	SE Corner of First Floor	1131.62	2.52
1-C	S Middle of First Floor	1132.61	2.52
1-D	SW Corner of First Floor	1498.60	3.34
1-E	NW Corner of First Floor	971.12	2.16
2-A	NE Corner of Second Floor	1177.87	2.62
2-B	SE Corner of Second Floor	1882.32	4.19
2-C	SW Corner of Second Floor	1155.26	2.57
2-D	W Middle of Second Floor	585.49	1.30
2-E	NW Corner of Second Floor	1016.10	2.26
3-A	NE Corner of Third Floor	2390.30	5.32
3-B	SE Corner of Third Floor	1081.52	2.41
3-C	SW Corner of Third Floor	1564.16	3.48
3-D	NW Corner of Third Floor	1214.87	2.71
4-A	NE Corner of Fourth Floor	1318.41	2.94
4-B	SE Corner of Fourth Floor	1392.29	3.10
4-C	S Middle of Fourth Floor	531.38	1.18
4-D	SW Corner of Fourth Floor	961.65	2.14
4-E	NW Corner of Fourth Floor	985.10	2.19
4-F	N Middle of Fourth Floor	1018.04	2.27

BY-LAWS
OF
MEDICAL PARK CENTER, INC.

ARTICLE I

The name of this corporation shall be MEDICAL PARK CENTER, INC. For convenience, the corporation shall herein be referred to as the Association.

ARTICLE II

The purpose for which the corporation is formed is as follows: An existing structure located in the City of Bartlesville, Washington County, Oklahoma, known as Medical Park Center, is being converted to condominium ownership and an addition to that structure is being constructed which shall also be in condominium ownership. The documents creating the condominium provide for the ownership, operation, management, maintenance and use of the units within the property together with certain other improvements. This corporation is being organized for the purpose of providing a convenient means of administering the condominium by the owners thereof.

ARTICLE III

The powers of the Association shall include and be governed by the following provisions:

1. The Association shall have all of the common law and statutory powers of a private business corporation in the State of Oklahoma, which are not in conflict with the terms of the Articles or the By-Laws.

2. The Association shall have all of the powers reasonably necessary to implement the purpose of the Association, including but not limited to the following:

- (a) To make and collect assessments against members to defray the cost of the condominium.
- (b) To use the proceeds of assessments in the exercise of its powers and duties.
- (c) To maintain, repair, replace and operate the condominium property except as otherwise provided in Article XXIII of the Declaration of Condominium Ownership.

(d) To reconstruct the improvements after casualty and further improve the property.

(e) To make and amend regulations respecting the use of the property in the condominium.

(f) To approve or disapprove of proposed purchasers, lessees and mortgagees of units as more specifically set forth in Articles X and XI of the Declaration of Condominium Ownership.

(g) To enforce by legal means the provisions of the condominium documents, the Articles of Incorporation, the By-Laws of the Association and the regulations for the use of the property in the condominium.

(h) To contract for the management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the condominium documents to have approval of the Board of Directors or members of the Association. An exception to this clause is set forth in Article XXIII of the Declaration of Condominium Ownership.

3. All funds and the titles of all properties acquired by the Association and the proceeds thereof shall be held only for the benefit of the members in accordance with the provisions of the condominium documents. Any recordable instrument purporting to affect an interest in real estate, executed in the name of the Association by two of its officers, of whom one is the President or a Vice President and the other is the Treasurer or an Assistant Treasurer, shall be binding on the Association in favor of a purchaser or other person relying in good faith on such instrument.

4. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium Ownership which governs the use of the Property.

ARTICLE IV

1. The principal office of the Association shall be at 3400 East Frank Phillips Boulevard, Bartlesville, Oklahoma 74003.

2. The fiscal year of the Association shall be November 1 to October 31.

3. The seal of the Association shall bear the name of the Association and the year of incorporation.

ARTICLE V

STOCKHOLDERS:

1. All owners of units in the condominium shall be stockholders of the Association, and no other persons or entities shall be entitled to hold stock. For convenience, the stockholders shall herein be referred to as members of the Association.

2. Membership in the Association shall be established by the recording in the Office of the County Clerk of Washington County of a deed or other instrument establishing a change of record title to a unit in the condominium and the delivery to the Association of a certified copy of such instrument, the new owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated. A Contract for Deed for Condominium Unit or other binding agreement between Declarant and an approved purchaser, the subject matter of which is a unit in the expansion portion of Medical Park Center, which entitles the purchaser to a conveyance of record title to that unit upon the purchaser's completion of the obligations of that Contract for Deed or agreement and upon Declarant's satisfaction of the terms of the Medical Park Center Lease by and between the Trustees of the Washington County Medical Authority and Jane Phillips Episcopal Hospital, Inc. and the Medical Park Center Mortgage by and between the Trustees of the Washington County Medical Authority and the First National Bank in Bartlesville both dated as of October 1, 1978, shall not establish membership but shall bind that purchaser to the payment of assessments as provided in the Declaration, the Articles of Incorporation, these By-Laws, and the Rules and Regulations of Medical Park Center, Inc. For this purpose the percentage share of common expenses shall be computed by dividing the number of square feet in a unit covered by a Contract for Deed by the total number of square feet in the existing building as set forth in Exhibit B to the Declaration plus the total number of square feet in any other Units covered by Contracts for Deeds.

3. Each unit owner shall have the same percentage interest in the shares of stock of this Association as his proportionate interest in the common areas and facilities as provided in the Declaration of Condominium Ownership and such interest shall be deemed conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. Such interest cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the units in the condominium.

4. The annual meeting of the members shall be held at the office of the Association or such other location as the President, the Vice President or a majority of Directors shall select at 3:00 o'clock on the third Monday in January of each year for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding day.

5. Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from one-third of the members.

6. Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of a meeting may be waived before or after meetings.

BOOK 730 PAGE 731

7. A quorum at members' meetings shall consist of members entitled to cast a majority of the votes of the entire membership present in person or represented by proxy. Additionally, the joinder of a member in the action of a meeting by signing and concurring in the minutes thereof as a written consent thereto shall constitute the presence of such member for the purpose of determining a quorum.

8. The vote of the owners of a unit owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the owners of the unit and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

9. Proxies. Vote may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting.

10. Approval or disapproval of a unit owner upon any matter, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

11. Adjourned meetings. If any meeting of the membership cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

12. The order of business at annual meetings of members and, as far as practical at all other meetings of members shall be:

- (a) Election of chairman of the meeting.
- (b) Calling of the roll and certifying of proxies.
- (c) Proof of notice of meeting or waiver of notice.
- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of officer.
- (f) Reports of committees.
- (g) Election of inspectors of election.
- (h) Election of Directors.
- (i) Unfinished business.
- (j) New Business.
- (k) Adjournment.

ARTICLE VI

DIRECTORS:

1. The affairs of the Association will be managed by a board of not less than three nor more than nine Directors as shall be determined by the members, and in the absence of such determination shall consist of three Directors. Each member of the Board of Directors shall be either the owner of a unit, or in the event of corporate ownership, be an officer or designated agent thereof.

2. Members of the Board of Directors shall be elected by a plurality of the votes cast at the annual meeting of the members of the Association.

3. Vacancies in the Board of Directors may be filled until the date of the next annual meeting by the remaining Directors.

4. Anything herein contained to the contrary notwithstanding, for so long as Declarant owns not less than a majority of units it shall elect a majority of the Directors who need not be members of the association nor need they be owners of a unit or have any interest therein.

5. The term of each Director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

6. The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary providing a quorum shall be present.

7. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to Each Director, personally or by mail, telephone or telegraph at least three days prior to the day named for such meeting unless such notice is waived.

8. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third of the votes of the Board. Not less than three days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

9. Waiver of notice. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

10. A quorum at Directors' meetings shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors except as specifically otherwise provided in the Declaration of Condominium Ownership. 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 until a quorum is present. At an adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof as a written consent thereto shall constitute the presence of such Director for the purpose of determining a quorum.

11. The presiding officer of Directors' Meetings shall be the Chairman of the Board if such an officer has been elected; and if none, then the President shall preside. In the absence of the presiding officer the Directors present shall designate one of their number to preside.

12. Directors' fees, if any, shall be determined by the members of the Association.

13. Powers and duties of the Board of Directors. All of the powers and duties of the Association shall be exercised by the Board of Directors including those existing under the common law and statutes, the Articles of Incorporation and the condominium documents. Such powers and duties of the Directors shall be exercised in accordance with the provisions of the Declaration of Condominium Ownership and the other condominium documents, and shall include but shall not be limited to the powers set forth in Article III, Section 2, hereof and the following:

(a) Emergency works of repair, replacement or maintenance of the common elements are solely the responsibility of the Board of Directors except as provided in Article XXIII of the Declaration of Condominium Ownership and may not be undertaken by any unit owner nor will there be any liability of the Board of Directors to reimburse any unit owner who does so in violation of this provision.

(b) To pay taxes and assessments which are liens against any part of the condominium other than individual units and the appurtenances thereto, and to assess the same against the unit subject to such liens.

(c) To carry insurance for the protection of unit owners and the Association against casualty and liabilities.

(d) To pay the cost of all power, water, sewer and other utility services rendered to the condominium and not billed to owners of individual units.

(e) To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association except as provided in Article XXIII of the Declaration of Condominium Ownership.

ARTICLE VII

OFFICERS:

1. The executive officers of the corporation shall be a President, a Treasurer and a Secretary. The President shall be a Director. No other officer need be a Director. All officers shall be elected annually by the Board of Directors and may be peremptorily removed by vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Treasurer.

The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

2. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association. He may endorse for deposit or collection all checks, notes, etc., payable to the Association or its order and may accept drafts on behalf of the Association. He shall have the power to borrow and pay out such money as may be necessary in the transaction of the Association's business and he shall also have the power to sign all checks, drafts, bills of exchange, promissory notes and other documents required in such transactions.

3. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the Directors or the President. In the absence of the Secretary, a Secretary pro tempore shall be chosen to record the proceedings of any meeting.

4. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members and unit owners; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the Office of Treasurer.

5. The compensation of officers and employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association nor preclude the contracting with a Director for the management of the condominium.

ARTICLE VIII

FISCAL MANAGEMENT:

1. Assessment roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each unit. Such an account shall designate the name and address of the owner or owners, the amount

of each assessment against the owners, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due upon assessments.

2. A statement from the Association signed by either the President or the Treasurer setting forth the amount of unpaid common expenses which have been assessed against a unit owner shall operate to discharge the unit from any lien for any other sums then unpaid when recorded in the Office of the County Clerk of Washington County but shall not relieve the assessed owner from personal liability for payment.

3. The Board of Directors shall adopt a budget for each fiscal year which shall contain estimates of the cost of performing the functions of the Association, including but not limited to the following items:

(a) Common expense budget:

- (i) Maintenance and operation of common elements.
- (ii) Utility services.
- (iii) Casualty insurance.
- (iv) Liability insurance.
- (v) Administration.
- (vi) Housekeeping services.

(b) Proposed assessments against each member.

4. Copies of the proposed budget and proposed assessments shall be transmitted to each member on or before November 1 of the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each unit owner concerned.

5. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited.

6. An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the report shall be furnished to each member not later than February of the year following the year for which the report is made. Records of the receipts and expenditures affecting the common areas and facilities shall specify and itemize the maintenance and repair expenses of the common areas and facilities and any other expenses incurred.

ARTICLE IX

INDEMNIFICATION:

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or Officer of the Association, or any settlement thereof, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE X

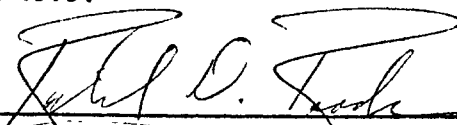
AMENDMENTS:

Amendments to the By-Laws shall be proposed and adopted in the following manner:

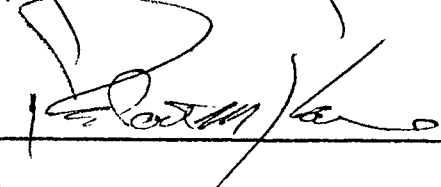
1. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
2. A resolution adopting a proposed amendment must receive approval of two-thirds of the votes of the entire membership of the Board of Directors and 75% of the votes of the entire membership of the Association. Directors and members not present at the meetings considering the amendment may be represented by proxy.
3. Initiation. An amendment may be proposed by either the Board of Directors or by the members of the Association, and after being proposed and approved by one of such bodies it must be approved by the other.
4. Effective date. An amendment when adopted shall become effective only after being recorded in the Office of the County Clerk of Washington Count.

These By-Laws consisting of Articles I to X, adopted by vote of the members of the Association at the organization meeting duly held for that purpose on the 22nd day of October , 19 79 , are currently in full force and effect.

DATED this 22nd day of October, 1979.



Chairman



Secretary

EXHIBIT D
TO
DECLARATION OF CONDOMINIUM OWNERSHIP OF
MEDICAL PARK CENTER

RULES AND REGULATIONS

1. No sign, advertisement, or notice shall be inscribed, imprinted, painted, or affixed on any part of the outside or inside of the building without the prior written approval of the Association.

2. The sidewalks, entries, corridors, passages, elevators and staircases shall not be obstructed or used by any Unit Owner or Lessee (either or both sometimes hereinafter referred to as "Occupant") or the servants, agents, or visitors of any Occupant for any other purpose than ingress and egress to and from the respective offices and rooms.

3. The water closets and urinals shall not be used for any other purpose than the purpose for which they were respectively constructed, and the expense of any breakage, stoppage, or damage resulting from a violation of this rule shall be borne by the Occupant or Occupants who, or whose clerks, agents, servants, or licensees, shall have caused it. No Occupant shall mark, paint, drill into or in any way deface the walls, ceilings, partitions or floors or make or permit any improper noises in the building.

4. Only workmen approved by the Association shall be employed by Occupants for repairs, painting, lettering, interior moving, and other similar work that may be done in or on the Unit.

5. No Occupant shall do or permit anything illegal, unlawful, or offensive to public morality to be done on said premises or bring anything thereon which shall in any way increase the rate of insurance on said building, or on the property kept therein, or obstruct or interfere with the rights of other Occupants, or in any way injure or annoy them or those having business with them; or which shall conflict with the regulations of the Fire Department, or the fire laws, or with any insurance policy upon said building or part thereof, or with any rules or ordinances established by the Board of Health or other governmental authority. No Occupant shall use any other method of heating than that prescribed by the Association.

6. The Association shall have power to prescribe the weight and position of safes, which shall, if considered necessary by the Association, stand on 2" thick plank strips to distribute the weight. All damage done to the building by taking in or putting out a safe or any other article of any Occupant's furniture or equipment or due to its being on the premises shall be repaired at the expense of the Occupant. The moving of safes shall occur only at such times and in such manner as shall be specified by the Association.

7. The Association shall have the right to prohibit any advertising by any Occupant which, in its opinion, tends to impair the reputation of the building or its desirability as a building for medical or dental offices; and upon written notice from the Association, the Occupant shall refrain from or discontinue such advertising.

8. Each Occupant shall promptly and at its expense execute and comply with all laws, rules, orders, ordinances, and regulations of the City, County, or State governments, and of any department or bureau of any of them, and of any other government authority having jurisdiction over the said premises affecting the Occupant's occupancy of the Unit or the Occupant's business conducted thereon.

9. Occupant shall not bring or keep any animal or bird in or about the building without written permission from the Association.

10. Occupant shall permit the janitorial staff of the Association access for cleaning and for emergency purposes. For this reason Occupant shall not remove or replace any locks or install additional locks without the written permission of the Association.

11. The Association reserves the right to make such other and further reasonable rules and regulations as in its judgment may from time to time be needful for the safety and care of the building and for the preservation of its reputation and maintenance of good order therein.

FIRST AMMENDMENT TO MEDICAL PARK CENTER

ANNEXED TO AND EXPRESSLY MADE A PART OF UNIT OWNERSHIP ESTATE RECORDING FOR MEDICAL PARK CENTER DATED: MAY 30, 1980

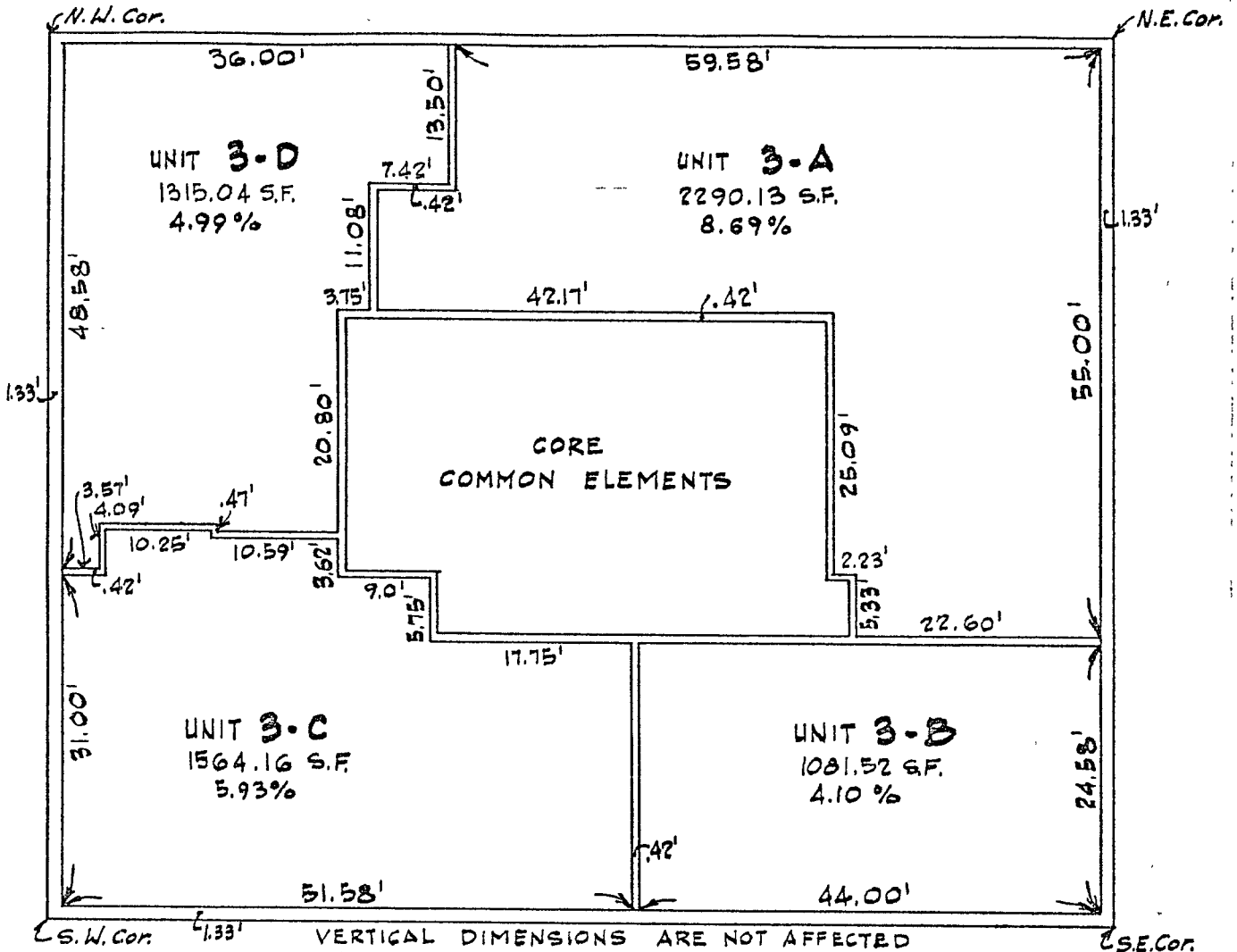
STATE OF OKLAHOMA
Washington County
This Instrument was filed for recording

JUL 23 1980

at 4:30 o'clock P.M.
BEN J. ELLSWORTH, County Clerk
By *M. Jester* Deputy

2205# 421

2205#



VERTICAL DIMENSIONS ARE NOT AFFECTED BY THIS AMMENDMENT.

THIRD FLOOR

NTS

LEGAL DESCRIPTION. Refer to "Condominium Plat" recorded in Plat Envelope 439 in the office of the County Clerk of Washington County, Oklahoma.

DESCRIPTION OF COMMON ELEMENTS. Refer to Declaration of Condominium Ownership of Medical Park Center.

ARCHITECT'S CERTIFICATE. I, Thomas L. McCrory, do hereby certify that I am a registered architect in the State of Oklahoma, and at the request of the owner of the above described real property titled "Medical Park Center" have made the building drawings and calculations included in this First Amendment to Medical Park Center, and do hereby certify that these are a true and accurate representation (plus or minus .2 feet) of the said real property and that this plat fully and accurately (plus or minus .2 feet) represents the dimensions, area, location and identification of each unit and of the common elements.

Thomas L. McCrory
Registered Architect Oklahoma No. 453

STATE OF OKLAHOMA :

s s

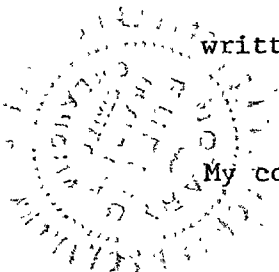
COUNTY OF WASHINGTON :

Before me, the undersigned, a Notary Public in and for said County and State, on this 30th day of May, 1980, personally appeared THOMAS L. MCCRORY, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

Susan Richardson
Notary Public

My commission expires: October 17th, 1981



OWNER'S CERTIFICATE OF AMENDMENT. We, Richard D. Roodman and Robert M. Kane, do hereby certify that we are officers of Medical Park Center, Inc., and that this First Amendment to Medical Park Center has been duly adopted by the Board of Directors of Medical Park Center, Inc., and approved by the unit owners as provided for in the Declaration of Condominium Ownership of Medical Park Center.

Richard D. Roodman
Richard D. Roodman, President

Robert M. Kane
Robert M. Kane, Secretary

STATE OF OKLAHOMA

ss.

COUNTY OF WASHINGTON

Before me, the undersigned, a Notary Public in and for said County and State, on this 30th day of May, 1980, personally appeared Richard D. Roodman and Robert M. Kane to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

James B. Pierce
Notary Public

My commission expires: June 16, 1981

UNIT OWNERS CONSENT TO AMENDMENT

We the undersigned unit owners of units in Medical Park Center, being the only unit owners whose shares are affected by this First Amendment, do hereby consent to this First Amendment to Medical Park Center.

H. J. Moreland
H. J. Moreland, M.D.
Unit Owner - Unit 3-D

TRUSTEES OF THE WASHINGTON COUNTY

MEDICAL AUTHORITY

Unit Owner - Unit 3-A

By: Richard D. Roodman
Richard D. Roodman, Attorney in Fact

STATE OF OKLAHOMA

ss.

COUNTY OF WASHINGTON

Before me, the undersigned, a Notary Public in and for said County and State, on this 30th day of May, 1980, personally appeared H. J. Moreland to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

George B. Pierce
Notary Public

My commission expires: June 16, 1981

STATE OF OKLAHOMA

ss.

COUNTY OF WASHINGTON

Before me, the undersigned, a Notary Public in and for said County and State, on this 30th day of May, 1980, personally appeared Richard D. Roodman, to me known to be the identical person who subscribed the name of Trustees of the Washington County Medical Authority to the foregoing instrument as its Attorney in Fact, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

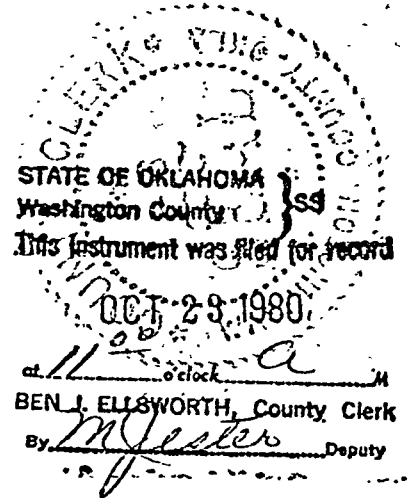
Given under my hand and seal of office the day and year last above written.

George B. Pierce
Notary Public

My commission expires: June 16, 1981

SECOND AMENDMENT
TO
DECLARATION OF CONDOMINIUM OWNERSHIP
OF
MEDICAL PARK CENTER
(Unit Ownership Estate Recording)

Dated October 1, 1980



KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the Trustees of the Washington County Medical Authority created by an Amended Trust Indenture dated as of August 10, 1973, a public trust, the beneficiary of which is Washington County, Oklahoma, and Jane Phillips Episcopal Hospital, Inc., a non-profit Oklahoma corporation of Washington County, State of Oklahoma, did on the 22nd day of October, 1979, enter into a Declaration of Condominium Ownership of Medical Park Center (Unit Ownership Estate Recording) which Declaration was filed for record in the office of the County Clerk of Washington County on the 29th day of October, 1979, at Book 730, Page 749, et. seq. and caused to be filed in Plat Envelope 439 in the office of the County Clerk of Washington County, State of Oklahoma, a plat of Medical Park Center; and

WHEREAS, the undersigned desire to amend the said Declaration pursuant to the terms thereof including specifically the terms of Article VI thereof in which the Declarant expressly "reserves an option to expand the Building and amend this Declaration of Condominium Ownership," and subject to the provisions of the Oklahoma Unit Ownership Estate Act, Title 60 Oklahoma Statutes, Section 501, et. seq.

NOW THEREFORE, the undersigned, being the above referred to Declarant as of the 1st day of October, 1980, do hereby adopt the following amendments to Exhibits A and B to the Declaration of Condominium Ownership of Medical Park Center (Unit Ownership Estate Recording) described as follows:

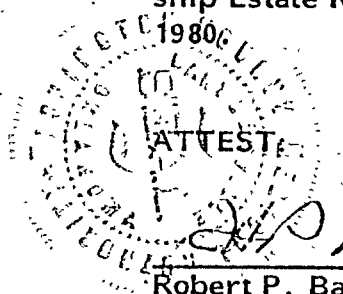
Exhibit A: "Second Amendment to Medical Park Center dated October 1, 1980." A plat of the building showing the layout, location and unit numbers of the units on floors 5, 6 and 7 of Medical Park Center Building entitled "Second Amendment to Medical Park Center, dated October 1, 1980," referring to the initial "Condominium Plat" recorded in Plat Envelope 439 in the office of the County Clerk of Washington County, Oklahoma on October 29, 1979, and bearing the verified statement of a licensed architect certifying that the building drawings and calculations included in the Second Amendment to Medical Park Center, together with the "Condominium Plat" therein referred to, fully and accurately depict the dimensions, area, location and identification of each unit and of the common elements, which Second Amendment to Medical Park Center is recorded in Plat Envelope 439 of the office of the County Clerk of Washington County, Oklahoma.

778228

BOOK 748 PAGE 352

Exhibit B: "Unit Designations After Adoption of Second Amendment to Declaration of Condominium Ownership of Medical Park Center (Unit Ownership Estate Recording) dated October 1, 1980."

IN WITNESS WHEREOF, the undersigned have caused this Amendment to the Declaration of Condominium Ownership of Medical Park Center (Unit Ownership Estate Recording) to be executed and adopted as of the 1st day of October,

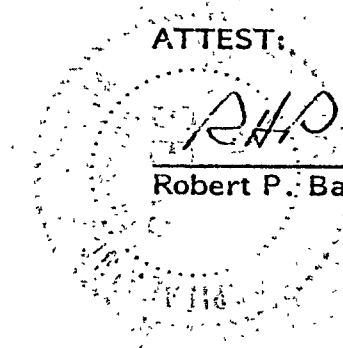


ATTEST:

Robert P. Baughman, Secretary

TRUSTEES OF THE WASHINGTON COUNTY MEDICAL AUTHORITY

Donald D. Doty, Chairman



ATTEST:

Robert P. Baughman, Secretary

JANE PHILLIPS EPISCOPAL HOSPITAL, INC.

Donald D. Doty, Chairman

DECLARANT

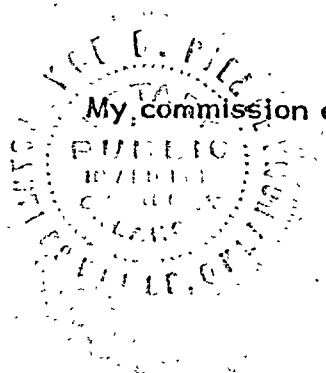
STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

Before me, the undersigned, a Notary Public in and for said County and State, on this 22nd day of October, 1980, personally appeared DONALD D. DOTY to me known to be the identical person who subscribed the name of TRUSTEES OF THE WASHINGTON COUNTY MEDICAL AUTHORITY to the foregoing instrument as its Chairman, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such Authority, for the uses and purposes therein set forth.

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

Joyce B. Pierce
Notary Public

My commission expires: June 16, 1981



STATE OF OKLAHOMA)
) ss.
 COUNTY OF WASHINGTON)

Before me, the undersigned, a Notary Public in and for said County and State, on this 22nd day of October, 1980, personally appeared DONALD D. DOTY to me known to be the identical person who subscribed the name of JANE PHILLIPS EPISCOPAL HOSPITAL, INC. to the foregoing instrument as its Chairman, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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



Joseph B. Pierce
 Notary Public

My commission expires: June 16, 1981

The Unit Owners listed below, for themselves or by their Attorney in Fact, Jane Phillips Episcopal Hospital, Inc., hereby consent to the within and foregoing Second Amendment to the Declaration of Condominium Ownership of Medical Park Center (Unit Ownership Estate Recording) dated October 1, 1980.

<u>Condominium Unit Number</u>	<u>Owner</u>
1-A	V. Lee Vinyard, M. D., Inc.
1-B	William L. Fesler
1-C	Pathology Associates, Inc.
1-D	Radiological Services, Inc.
2-B	Richard S. C. Grisham
2-C	Forrest C. Lawrence, M.D., F.I.S.C., Inc.
3-D	H. J. Moreland
4-B and 4-C	Charles D. Holland
4-F	William J. Carter

By their Attorney in Fact
 JANE PHILLIPS EPISCOPAL HOSPITAL, INC.

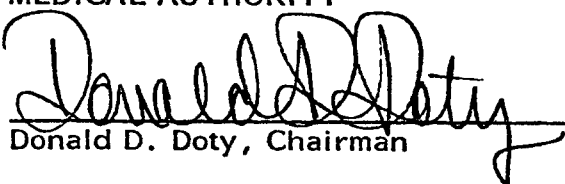
ATTEST:

Robert P. Baughman, Secretary

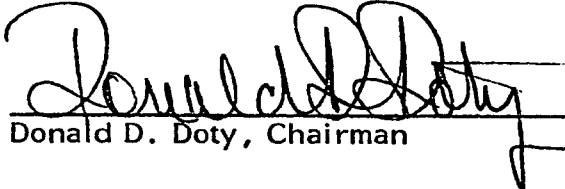
Donald D. Doty, Chairman

BOOK 748 PAGE 354

CONDOMINIUM UNITS B-A, 1-E, 2-A, 2-D,
2-E, 3-A, 3-B, 3-C, 4-A, 4-D and 4-E
TRUSTEES OF THE WASHINGTON COUNTY
MEDICAL AUTHORITY


Donald D. Doty, Chairman

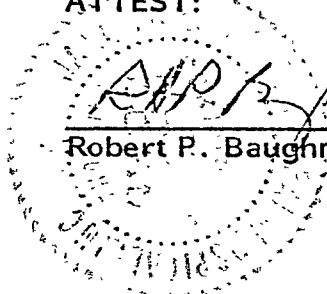
JANE PHILLIPS EPISCOPAL HOSPITAL, INC.


Donald D. Doty, Chairman



Robert P. Baughman, Secretary

ATTEST:




Robert P. Baughman, Secretary

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

Before, the undersigned, a Notary Public in and for said County and State, on this 22nd day of October, 1980, personally appeared DONALD D. DOTY to me known to be the identical person who subscribed the name of JANE PHILLIPS EPISCOPAL HOSPITAL, INC. to the foregoing instrument as Attorney in Fact on behalf of V. Lee Vinyard, M.D., Inc; William L. Fesler; Pathology Associates, Inc; Radiological Services, Inc.; Richard S. C. Grisham; Forrest C. Lawrence, M.D., F.I.S.C., Inc.; H. J. Moreland; Charles D. Holland; and William J. Carter and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation as Attorney in Fact on behalf of those above named.

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


Notary Public

My commission expires: June 16, 1981



BOOK 748 PAGE 355

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

Before me, the undersigned, a Notary Public in and for said County and State, on this 22nd day of October, 1980, personally appeared DONALD D. DOTY to me known to be the identical person who subscribed the name of TRUSTEES OF THE WASHINGTON COUNTY MEDICAL AUTHORITY to the foregoing instrument as its Chairman, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such Authority, for the uses and purposes therein set forth.

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

James B. Pierce
Notary Public

My commission expires: June 16, 1981

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

Before me, the undersigned, a Notary Public in and for said County and State, on this 22nd day of October, 1980, personally appeared DONALD D. DOTY to me known to be the identical person who subscribed the name of JANE PHILLIPS EPISCOPAL HOSPITAL, INC. to the foregoing instrument as its Chairman, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

James B. Pierce
Notary Public

My commission expires: June 16, 1981

The undersigned Mortgagees hereby consent to the within and foregoing Second Amendment to the Declaration of Condominium Ownership of Medical Park Center (Unit Ownership Estate Recording) dated as of October 1, 1980.

BOOK 748 PAGE 356

CONDOMINIUM UNITS B-A, 1-A, B, C & E,
2-A, C, D & E, 3-A, B & C, 4-A, B, C, D,
E & F
FIRST NATIONAL BANK IN BARTLESVILLE
Bartlesville, Oklahoma

By *Don Butler*
Vice President

CONDOMINIUM UNITS 1-D, 2-B & 3-D
UNION BANK AND TRUST
BARTLESVILLE, OKLAHOMA

By *Mark J. Reed*
Vice President - Executive

ATTEST:
Edna M. Fowler
Secretary

ATTEST:
Mary Hain
Asst. Secretary / Asst. Vice Pres.

EXHIBIT B
 TO DECLARATION OF CONDOMINIUM OWNERSHIP
OF MEDICAL PARK CENTER

Unit Designations After Adoption of Second Amendment to Declaration of Condominium Ownership of Medical Park Center (Unit Ownership Estate Recording) dated October 1, 1980.

The Unit designation, area and proportionate interest in the Common Elements and percentage share of Common Expenses and Common Surplus are as follows:

<u>Unit</u>	<u>Location</u>	<u>Square Feet</u>	<u>Percentage Share</u>
B-A	N/2 of Basement	3739.72	5.29
1-A	NE Corner of First Floor	1177.87	3.33
1-B	SE Corner of First Floor	1131.62	3.19
1-C	S Middle of First Floor	1132.61	3.20
1-D	SW Corner of First Floor	1498.60	4.24
1-E	NW Corner of First Floor	971.12	2.75
2-A	NE Corner of Second Floor	1177.87	3.33
2-B	SE Corner of Second Floor	1882.32	5.33
2-C	SW Corner of Second Floor	1155.26	3.27
2-D	W Middle of Second Floor	585.49	1.66
2-E	NW Corner of Second Floor	1016.10	2.87
3-A	NE Corner of Third Floor	2290.13	6.48
3-B	SE Corner of Third Floor	1081.52	3.06
3-C	SW Corner of Third Floor	1564.16	4.43
3-D	NW Corner of Third Floor	1315.04	3.72
4-A	NE Corner of Fourth Floor	1318.41	3.73
4-B	SE Corner of Fourth Floor	1392.29	3.94
4-C	S Middle of Fourth Floor	531.38	1.50
4-D	SW Corner of Fourth Floor	961.65	2.72
4-E	NW Corner of Fourth Floor	985.10	2.79
4-F	N Middle of Fourth Floor	1018.04	2.88
5-B	SE Corner of Fifth Floor	1339.56	3.79
6-B	SW Corner of Sixth Floor	2113.22	5.98
6-E	NW Corner of Sixth Floor	2031.08	5.75
7-A	NE Corner of Seventh Floor	1336.44	3.78
7-B	SE Corner of Seventh Floor	1205.38	3.41
7-C	SW Corner of Seventh Floor	1265.05	3.58

Plat Envs. # 439

THIRD AMENDMENT TO MEDICAL PARK CENTER

STATE OF OKLAHOMA }
Washington County }
This instrument was filed for record

ANNEXED TO AND EXPRESSLY MADE A PART
OF UNIT OWNERSHIP ESTATE RECORDING FOR
MEDICAL PARK CENTER DATED October 15, 1980

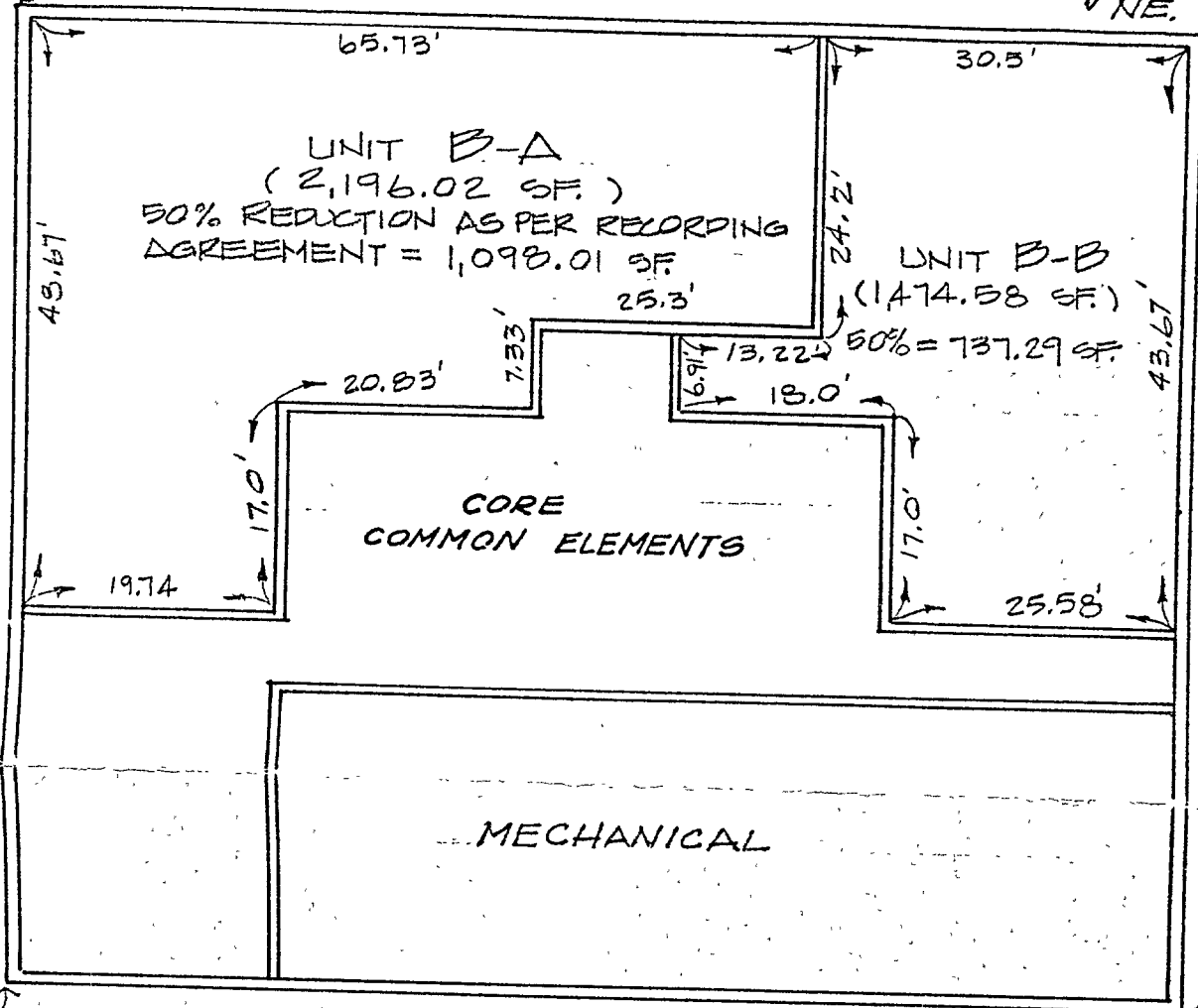
NOV 24 1980

BEN J. ELKSWORTH, County Clerk
By: *[Signature]* Deputy

78836

NW. COR.

NE. COR.



SW. COR.

SE. COR.

VERTICAL DIMENSIONS ARE AS PROPOSED IN THE ORIGINAL PLAT FILLED OCTOBER 29, 1979

BASEMENT FLOOR

N.T.S.

"UNIT DESIGNATIONS AFTER ADOPTION OF THIRD AMENDMENT OF DECLARATION OF CONDOMINIUM OWNERSHIP OF MEDICAL PARK CENTER (UNIT OWNERSHIP ESTATE RECORDING)" DATED October 15, 1980 The unit designated area and proportionate interest in the common elements and percentage share of common expenses and common surplus are as follows:

UNIT	SQUARE FEET	PERCENTAGE SHARE
B-A	1098.01	3.17
B-B	737.29	2.12

All other unit designated areas and proportionated interest remain unchanged by this amendment.

LEGAL DESCRIPTION. Refer to "Condominium Plat" recorded in plat Envelope 439 in the office of the County Clerk of Washington County, Oklahoma.

DESCRIPTION OF COMMON ELEMENTS. Refer to Declaration of Condominium Ownership of Medical Park Center.

ARCHITECT'S CERTIFICATE. I, Thomas L. McCrory, do hereby certify that I am a registered architect in the state of Oklahoma, and at the request of the owner of the above described real property titled "Medical Park Center" have made the building drawings and calculations included in this Third Amendment to Medical Park Center, and do hereby certify that these are a true and accurate representation (plus or minus .2 feet) of the said real property and that this plat fully and accurately (plus or minus .2 feet) represents the dimensions, area, location and identification of each unit and of the common elements.

Thomas L. McCrory
Registered Architect Oklahoma No. 453

STATE OF OKLAHOMA :
COUNTY OF WASHINGTON : S.S.

Before me, the undersigned, a Notary Public in and for the said County and State, on this 21st day of November, 1980, personally appeared THOMAS L. MCCRORY, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth. Given under my hand and seal of office the day and year last above written.

My commission expires: June 16, 1981

Joyce B. Pierce
Notary Public

OWNER'S CERTIFICATE OF AMENDMENT. "We, Richard D. Roodman, President, and Robert M. Kane, Secretary, do hereby certify that we are officers of Medical Park Center, Inc. and that this Third Amendment to Medical Park Center has been duly adopted by the Board of Directors of the Medical Park Center, Inc., and approved by the unit owners all as provided for in the Declaration of Condominium Ownership of Medical Park Center.

Robert M. Kane
Robert M. Kane, Secretary

Richard D. Roodman
Richard D. Roodman, President

STATE OF OKLAHOMA :
COUNTY OF WASHINGTON : S.S.

Before me, the undersigned, a Notary Public in and for said County and State on this 21st day of November 1980, personally appeared RICHARD D. ROODMAN and ROBERT M. KANE, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth. Given under my hand and seal of office the day and year last above written.

My commission expires: June 16, 1981

Joyce B. Pierce
Notary Public

UNIT OWNERS CONSENT TO AMENDMENTS. The undersigned, being the only unit owner whose share is affected by this Third Amendment, does hereby consent to this Third Amendment to Medical Park Center.

Jane Phillips Episcopal Hospital, Inc.

by Donald D. Doty
Donald D. Doty, Chairman
Unit Owner 'B-A'

ATTEST:

Robert P. Baughman, Secretary

STATE OF OKLAHOMA :

S.S.

COUNTY OF WASHINGTON:

Before me, the undersigned, a Notary Public in and for said County and State on this 21st day of November, 1980, personally appeared Robert P. Baughman and Donald D. Doty to me known to be the identical person (s) who subscribed the name of the maker thereof to the foregoing instrument as its Secretary and Chairman and acknowledged to me that they executed the same as their free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

My commission expires June 16, 1981

Joyce B. Pierce
Notary Public

FILED

FOURTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM OWNERSHIP
OF
MEDICAL PARK CENTER
(Unit Ownership Estate Recording)

MAY 8 1 01 PM '81

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

Dated May 4, 1981

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the Trustees of the Washington County Medical Authority created by an Amended Trust Indenture dated as of August 10, 1973, a public trust, the beneficiary of which is Washington County, Oklahoma, and Jane Phillips Episcopal Hospital, Inc., a non-profit Oklahoma corporation of Washington County, Oklahoma, State of Oklahoma, did on the 22nd day of October, 1979, enter into a Declaration of Condominium Ownership of Medical Park Center (Unit Ownership Estate Recording) which Declaration was filed for record in the office of the County Clerk of Washington County on the 29th day of October, 1979, at Book 730, Page 749, et. seq. and caused to be filed in Plat Envelope 439 in the office of the County Clerk of Washington County, State of Oklahoma, a plat of Medical Park Center; and

WHEREAS, by Warranty Deed dated October 29, 1980, and filed for record in the office of the County Clerk of Washington County on October 29, 1980, at Book 748, Page 664, et. seq. the Trustees of the Washington County Medical Authority deeded all their interest in and to the Medical Park Center to Jane Phillips Episcopal Hospital, Inc. whereupon Jane Phillips Episcopal Hospital, Inc. became the sole remaining Declarant; and

WHEREAS, the undersigned desires to amend the said Declaration pursuant to the terms thereof including specifically the terms of Article VI thereof in which the Declarant expressly "reserves an option to expand the Building and amend this Declaration of Condominium Ownership," and subject to the provisions of the Oklahoma Unit Ownership Estate Act, Title 60 Oklahoma Statutes, Section 501, et. seq.

NOW THEREFORE, the undersigned, being the above referred to Declarant as of the 4th day of May, 1981, does hereby adopt the following amendments to Exhibits A and B of the Declaration of Condominium Ownership of Medical Park Center (Unit Ownership Estate Recording) described as follows:

Exhibit A: "Fourth Amendment to Medical Park Center dated May 4, 1981." A plat of the building showing the layout, location and unit numbers of the units on floors 5, and 7 of Medical Park Center Building entitled "Fourth Amendment to Medical Park Center, dated May 4, 1981, "referring to the initial "Condominium Plat" recorded in Plat Envelope 439 in the office of the County Clerk of Washington County, Oklahoma, on October 29, 1979, and bearing the verified statement of a licensed architect certifying that the building drawings and calculations included

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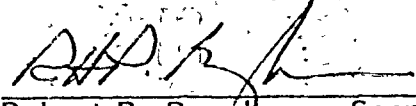
BOOK 758 PAGE 850

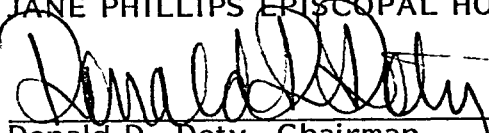
in the Fourth Amendment to Medical Park Center, together with the "Condominium Plat" therein referred to, fully and accurately depict the dimensions, area, location and identification of each unit and of the common elements, which Fourth Amendment to Medical Park Center is recorded in Plat Envelope 439 of the office of the County Clerk of Washington County, Oklahoma.

Exhibit B: "Unit Designations After Adoption of Fourth Amendment to Declaration of Condominium Ownership of Medical Park Center (Unit Ownership Estate Recording) dated May 4, 1981."

IN WITNESS WHEREOF, the undersigned has caused this Amendment to the Declaration of Condominium Ownership of Medical Park Center (Unit Ownership Estate Recording) to be executed and adopted as of the 4th day of May, 1981.

ATTEST


Robert P. Baughman, Secretary

JANE PHILLIPS EPISCOPAL HOSPITAL, INC.

Donald D. Doty, Chairman

DECLARANT

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

Before me, the undersigned, a Notary Public in and for said County and State, on this 7th day of May, 1981, personally appeared DONALD D. DOTY to me known to be the identical person who subscribed the name of JANE PHILLIPS EPISCOPAL HOSPITAL, INC. to the foregoing instrument as its Chairman, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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


Notary Public

My commission expires: June 16, 1981

The Unit Owners listed below, for themselves or by their Attorney in Fact, Jane Phillips Episcopal Hospital, Inc., hereby consent to the within and foregoing Fourth Amendment to the Declaration of Condominium Ownership of Medical Park Center (Unit Ownership Estate Recording) dated May 4, 1981.

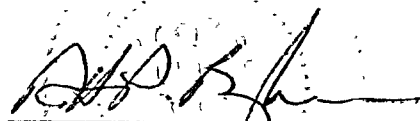
BOOK 758 PAGE 851

Condominium Unit Number

Owner

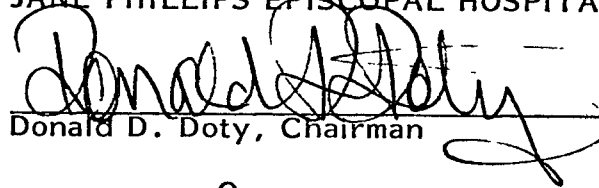
B-A	Radiological Services, Inc.
1-A	V. Lee Vinyard, M.D., Inc.
1-B	William L. Fesler
1-C	Pathology Associates, Inc.
1-D	Radiological Services, Inc.
1-E	Radiological Services, Inc.
2-B	Richard S. C. Grisham
2-C	Forrest C. Lawrence, M.D., F.I.S.C., Inc.
3-D	H. J. Moreland
4-B	Charles D. Holland
4-C	Charles D. Holland
4-F	William J. Carter
5-B	James R. Taylor, M.D.
6-B	Ray M. Harris, M.D. and Paul W. McQuillen, M.D.
6-E	Robert Daniel Craig
7-A	C. C. Young, M.D.
7-B	Ronald L. Hay and Bernetta L. Hay
7-C	Robert Oliver

ATTEST:



 Robert P. Baughman, Secretary

By their Attorney in Fact
JANE PHILLIPS EPISCOPAL HOSPITAL, INC.



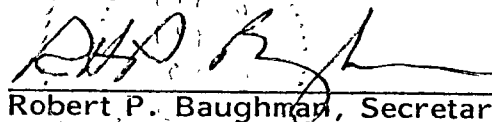
 Donald D. Doty, Chairman

Condominium Unit Number

Owner

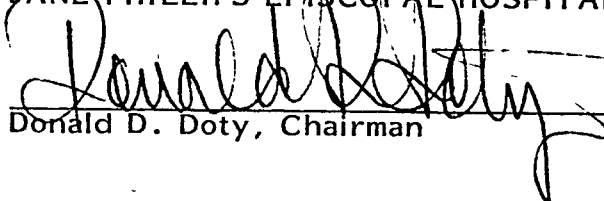
B-B	Jane Phillips Episcopal Hospital, Inc.
2-A	Jane Phillips Episcopal Hospital, Inc.
2-D	Jane Phillips Episcopal Hospital, Inc.
2-E	Jane Phillips Episcopal Hospital, Inc.
3-A	Jane Phillips Episcopal Hospital, Inc.
3-B	Jane Phillips Episcopal Hospital, Inc.
3-C	Jane Phillips Episcopal Hospital, Inc.
4-A	Jane Phillips Episcopal Hospital, Inc.
4-D	Jane Phillips Episcopal Hospital, Inc.
4-E	Jane Phillips Episcopal Hospital, Inc.

ATTEST:



 Robert P. Baughman, Secretary

JANE PHILLIPS EPISCOPAL HOSPITAL, INC.



 Donald D. Doty, Chairman

BOOK 758 PAGE 852

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

Before me, the undersigned, a Notary Public in and for said County and State, on the 7th day of May, 1981, personally appeared DONALD D. DOTY to me known to be the identical person who subscribed the name of JANE PHILLIPS EPISCOPAL HOSPITAL, INC. to the foregoing instrument as Attorney in Fact on behalf of Radiological Services, Inc.; V. Lee Vinyard, M.D., Inc.; William L. Fesler; Pathology Associates, Inc.; Richard S. C. Grisham; Forrest C. Lawrence, M.D., F.I.S.C., Inc.; H. J. Moreland; Charles D. Holland; William J. Carter; James R. Taylor, M.D.; Ray M. Harris, M.D. and Paul W. McQuillen, M.D.; Robert Daniel Craig; C. C. Young, M.D.; Ronald L. Hay and Bernetta L. Hay; and Robert Oliver and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation as Attorney in Fact on behalf of those above named.

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



Joyce B. Pierce
Notary Public

My commission expires: June 16, 1981

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

Before me, the undersigned, a Notary Public in and for said County and State, on this 7th day of May, 1981, personally appeared DONALD D. DOTY to me known to be the identical person who subscribed the name of JANE PHILLIPS EPISCOPAL HOSPITAL, INC. to the foregoing instrument as its Chairman, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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



Joyce B. Pierce
Notary Public

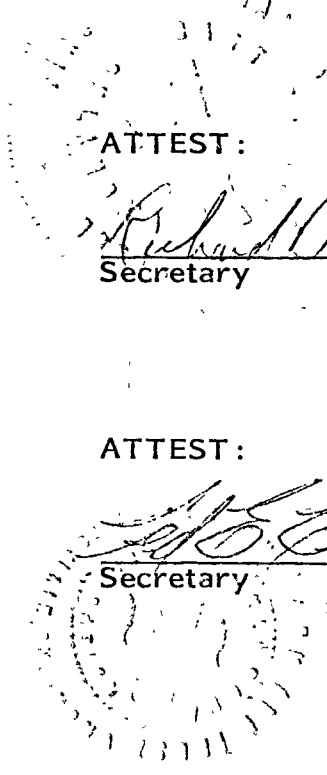
My commission expires: June 16, 1981

BOOK 758 PAGE 853

The undersigned Mortgagees hereby consent to the within and foregoing Fourth Amendment to the Declaration of Condominium Ownership of Medical Park Center (Unit Ownership Estate Recording) dated as of May 4, 1981.

CONDOMINIUM UNITS B-A; 1-A, B, C, & E;
2-C; 4-B, C, & F; 7-C
FIRST NATIONAL BANK IN BARTLESVILLE
Bartlesville, Oklahoma

ATTEST:


Richard D. Lunge
Secretary

By Don Butler
Vice President

CONDOMINIUM UNITS 1-D, 2-B, 3-D, 5-B,
6-B & E, 7 A & B
UNION BANK AND TRUST
BARTLESVILLE, OKLAHOMA

ATTEST:

W. L. Lunge
Secretary

By Mary Hair
Asst. Vice President

BOOK 758 PAGE 854

EXHIBIT B
TO DECLARATION OF CONDOMINIUM OWNERSHIP
OF MEDICAL PARK CENTER

Unit Designations After Adoption of Fourth Amendment to Declaration of Condominium Ownership of Medical Park Center (Unit Ownership Estate Recording) dated May 4, 1981.

The Unit designation, area and proportionate interest in the Common Elements and percentage share of Common Expenses and Common Surplus are as follows:

<u>Unit</u>	<u>Location</u>	<u>Square Feet</u>	<u>Percentage Share</u>
B-A	NW Corner of Basement	1098.01	2.58
B-B	NE Corner of Basement	737.29	1.73
1-A	NE Corner of First Floor	1177.87	2.77
1-B	SE Corner of First Floor	1131.62	2.66
1-C	S Middle of First Floor	1132.61	2.66
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2-B	SE Corner of Second Floor	1882.32	4.42
2-C	SW Corner of Second Floor	1155.26	2.72
2-D	W Middle of Second Floor	585.49	1.38
2-E	NW Corner of Second Floor	1016.10	2.39
3-A	NE Corner of Third Floor	2290.13	5.39
3-B	SE Corner of Third Floor	1081.52	2.54
3-C	SW Corner of Third Floor	1564.16	3.68
3-D	NW Corner of Third Floor	1315.04	3.09
4-A	NE Corner of Fourth Floor	1318.41	3.10
4-B	SE Corner of Fourth Floor	1392.29	3.27
4-C	S Middle of Fourth Floor	531.38	1.25
4-D	SW Corner of Fourth Floor	961.65	2.26
4-E	NW Corner of Fourth Floor	985.10	2.32
4-F	N Middle of Fourth Floor	1018.04	2.39
5-A	NE Corner of Fifth Floor	2341.08	5.51
5-B	SE Corner of Fifth Floor	1339.56	3.15
5-C	SW Corner of Fifth Floor	1276.53	3.00
5-D	NW Corner of Fifth Floor	1192.25	2.80
6-B	SW Corner of Sixth Floor	2113.22	4.97
6-E	NW Corner of Sixth Floor	2031.08	4.78
7-A	NE Corner of Seventh Floor	1336.44	3.14
7-B	SE Corner of Seventh Floor	1205.38	2.83
7-C	SW Corner of Seventh Floor	1265.05	2.97
7-D	NW Corner of Seventh Floor	1225.88	2.88
7-E	N Middle of Seventh Floor	1190.22	2.80

BOOK 758 PAGE 855

*Mark Kane
P.O. Box K
City*

FILED

FIFTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM OWNERSHIP
OF
MEDICAL PARK CENTER
(Unit Ownership Estate Recording)

AUG 26 3 07 PM '81

STATE OF OKLAHOMA
WASHINGTON CO. CL.
BEN SELSVICH
BY *[Signature]* DEPUTY

Dated August 13 , 1981)



KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the Trustees of the Washington County Medical Authority created by an Amended Trust Indenture dated as of August 10, 1973, a public trust, the beneficiary of which is Washington County, Oklahoma, and Jane Phillips Episcopal Hospital, Inc., a non-profit Oklahoma corporation of Washington County, Oklahoma, State of Oklahoma, did on the 22nd day of October, 1979, enter into a Declaration of Condominium Ownership of Medical Park Center (Unit Ownership Estate Recording) which Declaration was filed for record in the office of the County Clerk of Washington County on the 29th day of October, 1979, at Book 730, Page 749, et. seq., and caused to be filed in Plat Envelope 439 in the office of the County Clerk of Washington County, State of Oklahoma, a plat of Medical Park Center; and

WHEREAS, by Warranty Deed dated October 29, 1980, and filed for record in the office of the County Clerk of Washington County on October 29, 1980, at Book 748, Page 664, et. seq., the Trustees of the Washington County Medical Authority deeded all their interest in and to the Medical Park Center to Jane Phillips Episcopal Hospital, Inc. whereupon Jane Phillips Episcopal Hospital, Inc. became the sole remaining Declarant; and

WHEREAS, the Fourth Amendment to Declaration of Condominium Ownership of Medical Park Center (Unit Ownership Estate Recording) dated May 4, 1981, and Exhibits A and B thereto incorrectly depicted the dimensions, area, location and identification of certain units and of the common elements on the Fifth Floor of Medical Park Center and as a result incorrectly designated the area and proportionate interest in the common elements and percentage share of common expenses and common surpluses of certain other units on other floors; whereupon the undersigned desire to correct this error by amending the said Declaration pursuant to the terms thereof by adopting this Fifth Amendment; and

WHEREAS, the undersigned desire to amend the said Declaration pursuant to the terms thereof to provide for use of Condominium Unit 2-E as a pharmacy and to provide for ownership of that unit that would facilitate its use as a pharmacy; and

87694

BOOK 765 PAGE 385

WHEREAS, the Board of Directors of Medical Park Center, Inc. having proposed the within and foregoing amendment and approved the same by vote of more than seventy-five percent (75%) of the Directors, the unit owners, by a vote of the owners of more than 75% of the units, have given their approval to this amendment.

NOW THEREFORE, the undersigned, being all the unit owners whose percentage shares are affected by the correction of the dimensions, area, location and identification of certain units on the Fifth Floor and of the common elements together with their mortgagees and the undersigned officers of Medical Park Center, Inc., in certification of the adoption of this amendment by the Directors and the unit owners as provided in the Declaration, do hereby adopt the following amendments to Exhibits A and B of the Declaration of Condominium Ownership of Medical Park Center (Unit Ownership Estate Recording) described as follows and the new Paragraph XI-A set forth below:

Exhibit A: "Fifth Amendment to Medical Park Center dated the 13th day of August , 1981." A plat of the building showing the layout, location and unit numbers of the units on the Fifth Floor of Medical Park Center Building entitled "Fifth Amendment to Medical Park Center dated the 13th day of August 1981," referring to the initial "Condominium Plat" recorded in Plat Envelope 439 in the office of the County Clerk of Washington County, Oklahoma, on October 29, 1979, and bearing the verified statement of a licensed architect certifying that the building drawings and calculations included in the Fifth Amendment to Medical Park Center, together with the "Condominium Plat" therein referred to, fully and accurately depict the dimensions, area, location and identification of each unit and of the common elements, which Fifth Amendment to Medical Park Center is recorded in Plat Envelope 439 in the office of the County Clerk of Washington County, Oklahoma.

Exhibit B: "Unit Designations After Adoption of Fifth Amendment to Declaration of Condominium Ownership of Medical Park Center (Unit Ownership Estate Recording) dated the 13th day of August , 1981.

ARTICLE XI-A. PURPOSE AND USE RESTRICTIONS FOR UNIT 2-E: In order to provide for pharmacy services for the patients of the owners and occupants of the Medical Park Center in a way that is complementary to the use of the building as a medical office building and to the Jane Phillips Episcopal-Memorial Medical Center, permitted ownership and use of Condominium Unit 2-E in addition to the ownership and uses permitted in Article XI of the Declaration shall be as follows:

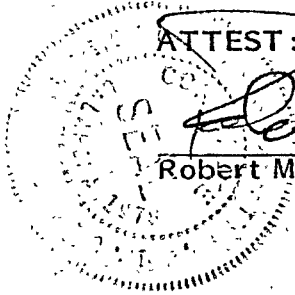
BOOK 765 PAGE 386

a. Condominium Unit 2-E may be owned by an Oklahoma partnership, the majority of partners of which are persons who are approved as provided in Article XI hereof or by an Oklahoma business corporation, the majority of shares of which are held by persons who are approved as provided in Article XI hereof.

b. Condominium Unit 2-E may be leased to or occupied by one or more registered pharmacists licensed in the State of Oklahoma or by an Oklahoma professional corporation or business corporation, the majority of shares of which are held by a registered pharmacist or pharmacist or the spouse or descendants of said registered pharmacist or pharmacists for the purpose of maintaining a pharmacy.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to the Declaration of Condominium Ownership of Medical Park Center (Unit Ownership Estate Recording) to be executed and adopted as of the 13th day of August, 1981, and certify that said amendment has been duly adopted.

ATTEST:



Robert M. Kane
Robert M. Kane, Secretary

MEDICAL PARK CENTER, INC.

Charles D. Holland
Charles D. Holland, M.D., President

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

Before me, the undersigned, a Notary Public in and for said County and State, on this 24th day of August, 1981, personally appeared CHARLES D. HOLLAND, M.D. to me known to be the identical person who subscribed the name of Medical Park Center, Inc. to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

Joyce B. Pierce
Notary Public

My commission expires: June 16, 1985

BOOK 765, PAGE 387

The Unit Owners listed below, being all of the owners of units whose percentage share is affected by the within and foregoing Fifth Amendment to the Declaration of Condominium Ownership of Medical Park Center (Unit Ownership Estate Recording) dated the 13th day of August, 1981, hereby consent to this Fifth Amendment.

ATTEST:

Vella Wilson
Secretary

CONDOMINIUM UNIT 2-C
FORREST C. LAWRENCE, M.D., F.I.S.C., INC.

Forrest C. Lawrence
Forrest C. Lawrence, M.D., President

CONDOMINIUM UNIT 6-E

Robert Daniel Craig
Robert Daniel Craig

ATTEST:

Robert P. Baughman
Robert P. Baughman, Secretary

CONDOMINIUM UNITS 3-A, 4-E, 5-A and 5-D
JANE PHILLIPS EPISCOPAL HOSPITAL, INC.

John S. Van Aken
John S. Van Aken, Vice Chairman

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

Before me, the undersigned, a Notary Public in and for said County and State, on this 24th day of August, 1981, personally appeared FORREST C. LAWRENCE, M.D. to me known to be the identical person who subscribed the name of Forrest C. Lawrence, M.D., F.I.S.C., Inc. to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

Marilyn B. Hudman
Notary Public

My commission expires: Feb. 17, 1985



BOOK 765 PAGE 388

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

Before me, the undersigned, a Notary Public in and for said County and State, on this 24th day of August, 1981, personally appeared ROBERT DANIEL CRAIG to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

Marylyn B. Hudman
Notary Public

My commission expires: Feb. 17, 1985

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

Before me, the undersigned, a Notary Public in and for said County and State, on this 26th day of August, 1981, personally appeared JOHN S. VAN AKEN to me known to be the identical person who subscribed the name of Jane Phillips Episcopal Hospital, Inc. to the foregoing instrument as its Vice Chairman, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

James B. Pierce
Notary Public

My commission expires: June 16, 1985

The undersigned Mortgagees hereby consent to the within and foregoing Fifth Amendment to the Declaration of Condominium Ownership of Medical Park Center (Unit Ownership Estate Recording) dated as of the 13th day of August, 1981.

CONDOMINIUM UNIT 2-C
FIRST NATIONAL BANK IN BARTLESVILLE,
Bartlesville, Oklahoma

ATTEST:

Brinda R. Roberts
Secretary

Don Bustin
Vice President

ATTEST:

Mary Hair
Secretary

CONDOMINIUM UNIT 6-E
UNION BANK AND TRUST, Bartlesville, Oklahoma

Jeff Cramer
Vice President

BOOK 765 PAGE 383

EXHIBIT B
 TO DECLARATION OF CONDOMINIUM OWNERSHIP
OF MEDICAL PARK CENTER

Unit Designations After Adoption of Fifth Amendment to Declaration of Condominium Ownership of Medical Park Center (Unit Ownership Estate Recording) dated

The Unit designation, area and proportionate interest in the Common Elements and percentage share of Common Expenses and Common Surplus are as follows:

<u>Unit</u>	<u>Location</u>	<u>Square Feet</u>	<u>Percentage Share</u>
B-A	NW Corner of Basement	1098.01	2.58
B-B	NE Corner of Basement	737.29	1.73
1-A	NE Corner of First Floor	1177.87	2.77
1-B	SE Corner of First Floor	1131.62	2.66
1-C	S Middle of First Floor	1132.61	2.66
1-D	SW Corner of First Floor	1498.60	3.52
1-E	NW Corner of First Floor	971.12	2.28
2-A	NE Corner of Second Floor	1177.87	2.77
2-B	SE Corner of Second Floor	1882.32	4.42
2-C	SW Corner of Second Floor	1155.26	2.71
2-D	W Middle of Second Floor	585.49	1.38
2-E	NW Corner of Second Floor	1016.10	2.39
3-A	NE Corner of Third Floor	2290.13	5.38
3-B	SE Corner of Third Floor	1081.52	2.54
3-C	SW Corner of Third Floor	1564.16	3.68
3-D	NW Corner of Third Floor	1315.04	3.09
4-A	NE Corner of Fourth Floor	1318.41	3.10
4-B	SE Corner of Fourth Floor	1392.29	3.27
4-C	S Middle of Fourth Floor	531.38	1.25
4-D	SW Corner of Fourth Floor	961.65	2.26
4-E	NW Corner of Fourth Floor	985.10	2.31
4-F	N Middle of Fourth Floor	1018.04	2.39
5-A	NE Corner of Fifth Floor	2428.14	5.71
5-B	SE Corner of Fifth Floor	1339.56	3.15
5-C	SW Corner of Fifth Floor	1276.53	3.00
5-D	NW Corner of Fifth Floor	1125.50	2.64
6-B	SW Corner of Sixth Floor	2113.22	4.97
6-E	NW Corner of Sixth Floor	2031.08	4.77
7-A	NE Corner of Seventh Floor	1336.44	3.14
7-B	SE Corner of Seventh Floor	1205.38	2.83
7-C	SW Corner of Seventh Floor	1265.05	2.97
7-D	NW Corner of Seventh Floor	1225.88	2.88
7-E	N Middle of Seventh Floor	1190.22	2.80

FILED

SIXTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM OWNERSHIP
OF
MEDICAL PARK CENTER
(Unit Ownership Estate Recording)

JAN 7 2 40 PM '82

STATE OF OKLAHOMA
WASHINGTON CO. CL.
BEN BELLSWORTH
BY *[Signature]* DEPUTY

Dated January 7, 1982

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the Trustees of the Washington County Medical Authority created by an Amended Trust Indenture dated as of August 10, 1973, a public trust, the beneficiary of which is Washington County, Oklahoma, and Jane Phillips Episcopal Hospital, Inc., a non-profit Oklahoma corporation of Washington County, Oklahoma, State of Oklahoma, did on the 22nd day of October, 1979, enter into a Declaration of Condominium Ownership of Medical Park Center (Unit Ownership Estate Recording) which Declaration was filed for record in the office of the County Clerk of Washington County on the 29th day of October, 1979, at Book 730, Page 749, et. seq. and caused to be filed in Plat Envelope 439 in the office of the County Clerk of Washington County, State of Oklahoma, a plat of Medical Park Center; and

WHEREAS, by Warranty Deed dated October 29, 1980, and filed for record in the office of the County Clerk of Washington County on October 29, 1980, at Book 748, Page 664 et. seq., the Trustees of the Washington County Medical Authority deeded all their interest in and to the Medical Park Center to Jane Phillips Episcopal Hospital, Inc. whereupon Jane Phillips Episcopal Hospital, Inc. became the sole remaining Declarant; and

WHEREAS, the undersigned desires to amend the said Declaration pursuant to the terms thereof including specifically the terms of Article VI thereof in which the Declarant expressly "reserves an option to expand the Building and amend this Declaration of Condominium Ownership," and subject to the provisions of the Oklahoma Unit Ownership Estate Act, Title 60 Oklahoma Statutes, Section 501 et. seq.

NOW THEREFORE, the undersigned, being the above referred to Declarant as of the 7th day of January, 1982, does hereby adopt the following amendments to Exhibits A and B of the Declaration of Condominium Ownership of Medical Park Center (Unit Ownership Estate Recording) described as follows:

Exhibit A. "Sixth Amendment to Medical Park Center dated January 7, 1982." A plat of the building showing the layout, location and unit numbers of the units on floor 6 of Medical Park Center Building entitled "Sixth Amendment to Medical Park Center, dated January 7, 1982," referring to the initial "Condominium Plat" recorded in Plat Envelope 439 in the office of the County Clerk of Washington County, Oklahoma, on October 29, 1979, and bearing the verified statement of a licensed architect certifying that the building drawings and calculations included

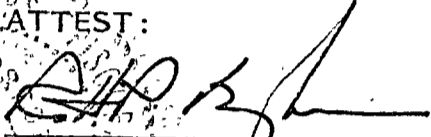
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BOOK 772 PAGE 1

in the Sixth Amendment to Medical Park Center, together with the "Condominium Plat" therein referred to, fully and accurately depict the dimensions, area, location and identification of each unit and of the common elements, which Sixth Amendment to Medical Park Center is recorded in Plat Envelope 439 of the office of the County Clerk of Washington County, Oklahoma.

Exhibit B: "Unit Designations After Adoption of Sixth Amendment to Declaration of Condominium Ownership of Medical Park Center (Unit Ownership Estate Recording) dated January 7, 1982.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to Declaration of Condominium Ownership of Medical Park Center (Unit Ownership Estate Recording) to be executed and adopted as of the 7th day of January, 1982.

ATTEST:

Robert P. Baughman, Secretary

JANE PHILLIPS EPISCOPAL HOSPITAL, INC.

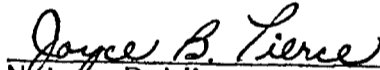

John Van Aken, Vice Chairman

DECLARANT

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

Before me, the undersigned, a Notary Public in and for said County and State, on this 7th day of January, 1982, personally appeared JOHN VAN AKEN to me known to be the identical person who subscribed the name of JANE PHILLIPS EPISCOPAL HOSPITAL, INC. to the foregoing instrument as its Vice Chairman, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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


Notary Public

My commission expires: June 16, 1985

The Unit Owners listed below, for themselves or by their Attorney in Fact, Jane Phillips Episcopal Hospital, Inc., hereby consent to the within and foregoing Sixth Amendment to the Declaration of Condominium Ownership of Medical Park Center (Unit Ownership Estate Recording) dated January 7, 1982.

BOOK 772 PAGE 2

Condominium Unit Number

Owner

B-A	Radiological Services, Inc.
1-A	V. Lee Vinyard, M.D., Inc.
1-B	William L. Fesler
1-C	Pathology Associates, Inc.
1-D	Radiological Services, Inc.
1-E	Radiological Services, Inc.
2-B	Richard S. C. Grisham
2-C	Forrest C. Lawrence, M.D., F.I.S.C., Inc.
2-E	Doctors Pharmacy Group
3-B	Michael D. Sammer, M.D.
3-C	Gary L. Mosher, M.D.
3-D	H. J. Moreland
4-B	Charles D. Holland
4-C	Charles D. Holland
4-D	Kyle Stewart, M.D.
4-F	William J. Carter
5-B	James R. Taylor, M.D.
5-C	Ralph L. McLaury, M.D.
5-D	Gerald Pribil, M.D. and Cindra Lynn Pribil
6-B	Ray M. Harris, M.D. and Paul W. McQuillen, M.D.
6-E	Robert Daniel Craig
7-A	C. C. Young, M.D.
7-B	Ronald L. Hay and Bernetta L. Hay
7-C	Robert Oliver
7-D	Charles T. Wolohon, M.D.

By their Attorney in Fact
JANE PHILLIPS EPISCOPAL HOSPITAL, INC.


John Van Aken, Vice Chairman

ATTEST


Robert P. Baughman, Secretary

Condominium Unit Number

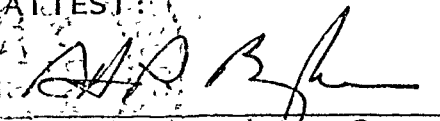
Owner

B-B	Jane Phillips Episcopal Hospital, Inc.
2-A	Jane Phillips Episcopal Hospital, Inc.
2-D	Jane Phillips Episcopal Hospital, Inc.
3-A	Jane Phillips Episcopal Hospital, Inc.
4-A	Jane Phillips Episcopal Hospital, Inc.
4-E	Jane Phillips Episcopal Hospital, Inc.
5-A	Jane Phillips Episcopal Hospital, Inc.
7-E	Jane Phillips Episcopal Hospital, Inc.

JANE PHILLIPS EPISCOPAL HOSPITAL, INC.


John Van Aken, Vice Chairman

ATTEST


Robert P. Baughman, Secretary

BOOK 772 PAGE

3

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

Before me, the undersigned, a Notary Public in and for said County and State, on the 7th day of January, 1982, personally appeared JOHN VAN AKEN to me known to be the identical person who subscribed the name of JANE PHILLIPS EPISCOPAL HOSPITAL, INC. to the foregoing instrument as Attorney in Fact on behalf of Radiological Services, Inc.; V. Lee Vinyard, M.D., Inc.; William L. Fesler; Pathology Associates, Inc.; Richard S. C. Grisham; Forrest C. Lawrence, M.D., F.I.S.C., Inc.; Doctors Pharmacy Group; Michael D. Sammer, M.D.; Gary L. Mosher, M.D.; H. J. Moreland; Charles D. Holland; Kyle Stewart, M.D.; William J. Carter; James R. Taylor, M.D.; Ralph L. McLaury, M.D.; Gerald Pribil, M.D. and Cindra Lynn Pribil; Ray M. Harris, M.D. and Paul W. McQuillen, M.D.; Robert Daniel Craig; C. C. Young, M.D.; Ronald L. Hay and Bernetta L. Hay; Robert Oliver; Charles T. Wolohon, M.D. and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation as Attorney in Fact on behalf of those above named.

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



Joyce B. Pierce
Notary Public

My commission expires: June 16, 1985

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

Before me, the undersigned, a Notary Public in and for said County and State, on this 7th day of January, 1982, personally appeared JOHN VAN AKEN to me known to be the identical person who subscribed the name of JANE PHILLIPS EPISCOPAL HOSPITAL, INC. to the foregoing instrument as its Vice Chairman, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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



Joyce B. Pierce
Notary Public

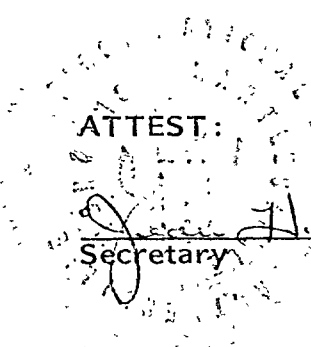
My commission expires: June 16, 1985


BOOK 772 PAGE 2

The undersigned Mortgagees hereby consent to the within and foregoing Sixth Amendment to the Declaration of Condominium Ownership of Medical Park Center (Unit Ownership Estate Recording) dated as of January 7, 1982.

CONDOMINIUM UNITS B-A; 1-A, B, D,
& E; 2-C & E; 3-B & C; 4-B, C, D, & F;
5-C & D; 7-C & D
FIRST NATIONAL BANK IN BARTLESVILLE
Bartlesville, Oklahoma

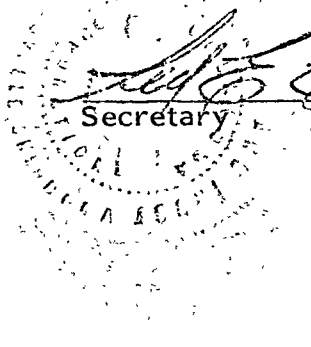

ATTEST:


Jean H. Haskins
Secretary

By 
Vice President

CONDOMINIUM UNITS 1-C, 2-B, 3-D, 5-B,
6-B & E, 7-A & B
UNION BANK AND TRUST
Bartlesville, Oklahoma

ATTEST:



Secretary

By 
Vice President

BOOK 772 PAGE 5

EXHIBIT B
TO DECLARATION OF CONDOMINIUM OWNERSHIP
OF MEDICAL PARK CENTER

Unit Designations After Adoption of Sixth Amendment to Declaration of Condominium Ownership of Medical Park Center (Unit Ownership Estate Recording) dated January 7, 1982.

The Unit designation, area and proportionate interest in the Common Elements and percentage share of Common Expenses and Common Surplus are as follows:

<u>Unit</u>	<u>Location</u>	<u>Square Feet</u>	<u>Percentage Share</u>
B-A	NW Corner of Basement	1098.01	2.46
B-B	NE Corner of Basement	737.29	1.65
1-A	NE Corner of First Floor	1177.87	2.64
1-B	SE Corner of First Floor	1131.62	2.53
1-C	S Middle of First Floor	1132.61	2.53
1-D	SW Corner of First Floor	1498.60	3.35
1-E	NW Corner of First Floor	971.12	2.17
2-A	NE Corner of Second Floor	1177.87	2.64
2-B	SE Corner of Second Floor	1882.32	4.21
2-C	SW Corner of Second Floor	1155.26	2.59
2-D	W Middle of Second Floor	585.49	1.31
2-E	NW Corner of Second Floor	1016.10	2.27
3-A	NE Corner of Third Floor	2290.13	5.12
3-B	SE Corner of Third Floor	1081.52	2.42
3-C	SW Corner of Third Floor	1564.16	3.50
3-D	NW Corner of Third Floor	1315.04	2.94
4-A	NE Corner of Fourth Floor	1318.41	2.95
4-B	SE Corner of Fourth Floor	1392.29	3.12
4-C	S Middle of Fourth Floor	531.38	1.19
4-D	SW Corner of Fourth Floor	961.65	2.15
4-E	NW Corner of Fourth Floor	985.10	2.20
4-F	N Middle of Fourth Floor	1018.04	2.28
5-A	NE Corner of Fifth Floor	2428.14	5.43
5-B	SE Corner of Fifth Floor	1339.56	3.00
5-C	SW Corner of Fifth Floor	1276.53	2.86
5-D	NW Corner of Fifth Floor	1125.50	2.52
6-B	SW Corner of Sixth Floor	2113.22	4.74
6-C	SE Corner of Sixth Floor	973.88	2.18
6-E	N Side of Sixth Floor	3186.21	7.13
7-A	NE Corner of Seventh Floor	1336.44	2.99
7-B	SE Corner of Seventh Floor	1205.38	2.70
7-C	SW Corner of Seventh Floor	1265.05	2.83
7-D	NW Corner of Seventh Floor	1225.88	2.74
7-E	N Middle of Seventh Floor	1190.22	2.66

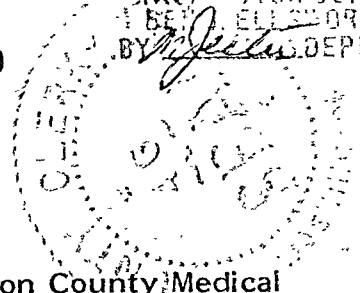
BOOK 772 PAGE 6

SEVENTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM OWNERSHIP
OF
MEDICAL PARK CENTER
(Unit Ownership Estate Recording)

SEP 7 11 12 AM '82

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

Dated August 27, 1982



KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the Trustees of the Washington County Medical Authority created by an Amended Trust Indenture dated as of August 10, 1973, a public trust, the beneficiary of which is Washington County, Oklahoma, and Jane Phillips Episcopal Hospital, Inc., a non-profit Oklahoma corporation of Washington County, Oklahoma, State of Oklahoma, did on the 22nd day of October, 1979, enter into a Declaration of Condominium Ownership of Medical Park Center (Unit Ownership Estate Recording) which Declaration was filed for record in the office of the County Clerk of Washington County on the 29th day of October, 1979, at Book 730, Page 749, et. seq., and caused to be filed in Plat Envelope 439 in the office of the County Clerk of Washington County, State of Oklahoma, a plat of Medical Park Center; and

WHEREAS, by Warranty Deed dated October 29, 1980, and filed for record in the office of the County Clerk of Washington County on October 29, 1980, at Book 748, Page 664, et. seq., the Trustees of the Washington County Medical Authority deeded all their interest in and to the Medical Park Center to Jane Phillips Episcopal Hospital, Inc. whereupon Jane Phillips Episcopal Hospital, Inc. became the sole remaining Declarant; and

WHEREAS, the undersigned desire to amend the said Declaration pursuant to the terms thereof to provide for the division of Unit 3-A into two separate units to be designated Unit 3-A and Unit 3-E and to provide for a change in the dimensions of Units 6-B and 6-C.

WHEREAS, the Board of Directors of Medical Park Center, Inc. having proposed the within and foregoing amendment and approved the same by vote of more than seventy-five percent (75%) of the Directors, the unit owners, by a vote of the owners of more than 75% of the units, have given their approval to this amendment.

NOW THEREFORE, the undersigned officers of Medical Park Center, Inc., in certification of the adoption of this amendment by the Directors and the unit owners as provided in the Declaration, do hereby adopt the following amendments to Exhibits A and B of the Declaration of Condominium Ownership of Medical Park Center (Unit Ownership Estate Recording) described as follows.

Exhibit A: "Seventh Amendment to Medical Park Center dated the 27th day of August, 1982." A plat of the building showing the layout, location

98733

BOOK 784 PAGE 682


and unit numbers of the units on the Third Floor and Sixth Floor of Medical Park Center Building entitled "Seventh Amendment to Medical Park Center dated the 27th day of August, 1982," referring to the initial "Condominium Plat" recorded in Plat Envelope 439 in the office of the County Clerk of Washington County, Oklahoma, on October 29, 1979, and bearing the verified statement of a licensed architect certifying that the building drawings and calculations included in the Seventh Amendment to Medical Park Center, together with the "Condominium Plat" therein referred to, fully and accurately depict the dimensions, area, location and identification of each unit and of the common elements, which Seventh Amendment to Medical Park Center is recorded in Plat Envelope 439 in the office of the County Clerk of Washington County, Oklahoma.


Exhibit B: "Unit Designations After Adoption of Seventh Amendment to Declaration of Condominium Ownership of Medical Park Center (Unit Ownership Estate Recording) dated the 27th day of August, 1982.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to the Declaration of Condominium Ownership of Medical Park Center (Unit Ownership Estate Recording) to be executed and adopted as of the 27th day of August, 1982, and certify that said amendment has been duly adopted.

ATTEST:

MEDICAL PARK CENTER, INC.


Robert M. Kane, Secretary


Charles D. Holland, M.D., President

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

Before me, the undersigned, a Notary Public in and for said County and State, on this 27th day of August, 1982, personally appeared CHARLES D. HOLLAND, M.D. to me known to be the identical person who subscribed the name of Medical Park Center, Inc. to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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



Notary Public

My commission expires: June 16, 1985

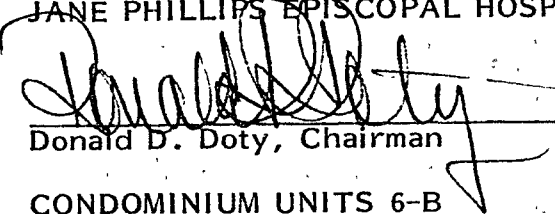
BOOK 784 PAGE 683

The Unit Owners listed below, being all of the owners of units whose percentage share is affected by the within and foregoing Seventh Amendment to the Declaration of Condominium Ownership of Medical Park Center (Unit Ownership Estate Recording) dated the 27th day of August, 1982, hereby consent to this Seventh Amendment.

ATTEST

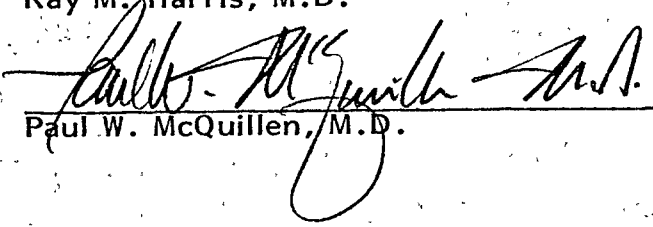

Robert P. Baughman, Secretary

CONDOMINIUM UNIT 3-A and 6-C
JANE PHILLIPS EPISCOPAL HOSPITAL, INC.


Donald D. Doty, Chairman

CONDOMINIUM UNITS 6-B
RAY M. HARRIS, M.D. and
PAUL W. McQUILLEN, M.D.


Ray M. Harris, M.D.


Paul W. McQuillen, M.D.

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

Before me, the undersigned, a Notary Public in and for said County and State on this 27th day of August, 1982, personally appeared DONALD D. DOTY to me known to be the identical person who subscribed the name of JANE PHILLIPS EPISCOPAL HOSPITAL, INC. to the foregoing instrument as its Chairman, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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


Notary Public

My commission expires: June 16, 1985

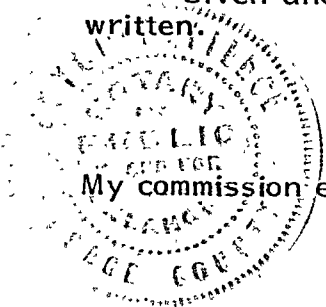


BOOK 784 PAGE 684

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

Before me, the undersigned, a Notary Public in and for said County and State, on this 27th day of August, 1982, personally appeared RAY M. HARRIS, M.D. to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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



Joseph B. Pierce
Notary Public

My commission expires: June 16, 1985

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

Before me, the undersigned, a Notary Public in and for said County and State, on this 27th day of August, 1982, personally appeared PAUL W. McQUILLEN, M.D. to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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



Joseph B. Pierce
Notary Public

My commission expires: June 16, 1985

BOOK 784 PAGE 685

EXHIBIT B
TO DECLARATION OF CONDOMINIUM OWNERSHIP
OF MEDICAL PARK CENTER

Unit Designations After Adoption of Seventh Amendment to Declaration of Condominium Ownership of Medical Park Center (Unit Ownership Estate Recording) dated August 27, 1982.

The Unit designation, area and proportionate interest in the Common Elements and percentage share of Common Expenses and Common Surplus are as follows:

<u>Unit</u>	<u>Location</u>	<u>Square Feet</u>	<u>Percentage Share</u>
B-A	NW Corner of Basement	1098.01	2.46
B-B	NE Corner of Basement	737.29	1.65
1-A	NE Corner of First Floor	1177.87	2.64
1-B	SE Corner of First Floor	1131.62	2.53
1-C	S Middle of First Floor	1132.61	2.53
1-D	SW Corner of First Floor	1498.60	3.35
1-E	NW Corner of First Floor	971.12	2.17
2-A	NE Corner of Second Floor	1177.87	2.64
2-B	SE Corner of Second Floor	1882.32	4.21
2-C	SW Corner of Second Floor	1155.26	2.59
2-D	W Middle of Second Floor	585.49	1.31
2-E	NW Corner of Second Floor	1016.10	2.27
3-A	NE Corner of Third Floor	1074.78	2.40
3-B	SE Corner of Third Floor	1081.52	2.42
3-C	SW Corner of Third Floor	1564.16	3.50
3-D	NW Corner of Third Floor	1315.04	2.94
3-E	N Middle of Third Floor	1215.35	2.72
4-A	NE Corner of Fourth Floor	1318.41	2.95
4-B	SE Corner of Fourth Floor	1392.29	3.12
4-C	S Middle of Fourth Floor	531.38	1.19
4-D	SW Corner of Fourth Floor	961.65	2.15
4-E	NW Corner of Fourth Floor	985.10	2.20
4-F	N Middle of Fourth Floor	1018.04	2.28
5-A	NE Corner of Fifth Floor	2428.14	5.43
5-B	SE Corner of Fifth Floor	1339.56	3.00
5-C	SW Corner of Fifth Floor	1276.53	2.86
5-D	NW Corner of Fifth Floor	1125.50	2.52
6-B	SW Corner of Sixth Floor	2025.29	4.54
6-C	SE Corner of Sixth Floor	1061.81	2.38
6-E	N Side of Sixth Floor	3186.21	7.13
7-A	NE Corner of Seventh Floor	1336.44	2.99
7-B	SE Corner of Seventh Floor	1205.38	2.70
7-C	SW Corner of Seventh Floor	1265.05	2.83
7-D	NW Corner of Seventh Floor	1225.88	2.74
7-E	N Middle of Seventh Floor	1190.22	2.66

FILED

EIGHTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM OWNERSHIP
OF
MEDICAL PARK CENTER
(Unit Ownership Estate Recording)
Dated January 27, 1987

MAR 9 10 52 AM '87

OKLAHOMA
COUNTY CLERK
J. A. BURELAND
DEPUTY

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the Trustees of the Washington County Medical Authority created by an Amended Trust Indenture dated as of August 10, 1973, a public trust, the beneficiary of which is Washington County, Oklahoma, and Jane Phillips Episcopal Hospital, Inc., a non-profit Oklahoma corporation of Washington County, Oklahoma, State of Oklahoma, did on the 22nd day of October, 1979, enter into a Declaration of Condominium Ownership of Medical Park Center (Unit Ownership Estate Recording) which Declaration was filed for record in the office of the County Clerk of Washington County on the 29th day of October, 1979, at Book 730, Page 749, et. seq., and caused to be filed in Plat Envelope 439 in the office of the County Clerk of Washington County, State of Oklahoma, a plat of Medical Park Center; and

14987

WHEREAS, the Fifth Amendment to Declaration of Condominium Ownership of Medical Park Center (Unit Ownership Estate Recording) dated August 13, 1981, among other things provided for use of Condominium Unit 2-E as a Pharmacy; and

WHEREAS, the undersigned now desire to amend the said Declaration pursuant to the terms thereof to allow Condominium Unit 2-E to be owned by one or more registered pharmacists or a corporation owned by registered pharmacists in addition to the persons or entities otherwise permitted to own Condominium Units; and

WHEREAS, the Board of Directors of Medical Park Center, Inc. having proposed the within and foregoing amendment and approved the same by vote of more than seventy-five percent (75%) of the Directors, and the Unit Owners, by a vote of the owners of more than 75% of the Units, have approved this amendment.

BOOK 842 PAGE 2511

NOW THEREFORE, the undersigned officers of Medical Park Center, Inc. in certification of the adoption of this amendment by the Directors and the Unit Owners as provided in the Declaration do hereby adopt the amended Paragraph XI-A set forth below:

Article XI-A. PURPOSE AND USE RESTRICTIONS FOR UNIT 2-E: In order to provide for pharmacy services for the patients of the owners and occupants of Medical Park Center in a way that is complimentary to

the use of the building as a medical office building and to the Jane Phillips Episcopal-Memorial Medical Center, permitted ownership and use of Condominium Unit 2-E in addition to the ownership and uses permitted in Article XI of the Declaration shall be as follows:

a. Condominium Unit 2-E may be owned by an Oklahoma partnership, the majority of partners of which are persons who are approved as provided in Article XI hereof or by an Oklahoma business corporation, the majority of shares of which are held by persons who are approved as provided in Article XI hereof.

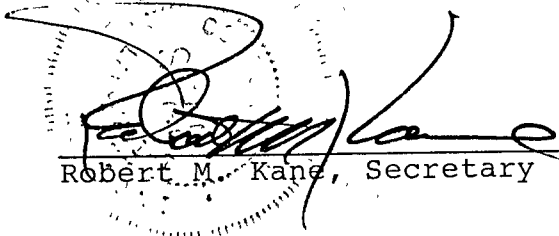
b. Condominium Unit 2-E may be owned by one or more registered pharmacists licensed in the State of Oklahoma or by an Oklahoma professional corporation or business corporation, the majority of shares of which are held by a registered pharmacist or pharmacists or the spouse or descendants of said registered pharmacist or pharmacists provided that any such ownership must be approved in advance by the Board of Directors of the Association as provided in Article XI hereof.

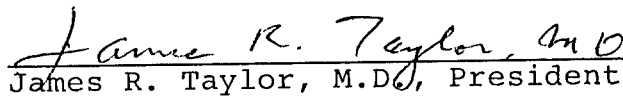
c. Condominium Unit 2-E may be leased to or occupied by one or more registered pharmacists licensed in the State of Oklahoma or by an Oklahoma professional corporation or business corporation, the majority of shares of which are held by a registered pharmacist or pharmacists or the spouse or descendants of said registered pharmacist or pharmacists for the purpose of maintaining a pharmacy provided that any such lease or occupancy must be approved in advance by the Board of Directors of the Association as provided in Article XI hereof.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to the Declaration of Condominium Ownership of Medical Park Center (Unit Ownership Estate Recording) to be executed and adopted as of the 27th day of January, 1987, and certify that said amendment has been duly adopted.

ATTEST:

MEDICAL PARK CENTER, INC.


Robert M. Kane, Secretary


James R. Taylor, M.D., President

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

Before me, the undersigned, a Notary Public in and for said County

BOOK 842 PAGE 2512

and State, on this 27th day of January, 1987, personally appeared to me known to be the identical person who subscribed the name of MEDICAL PARK CENTER, INC. to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

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

Joseph B. Pierce
Notary Public

My commission expires: June 16, 1989

Box K
Brevard Co., FL 32909

BOOK 842 P. 2513

NINTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM OWNERSHIP
OF
MEDICAL PARK CENTER
(Unit Ownership Estate Recording)
Dated May 24 , 1989

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the Trustees of the Washington County Medical Authority created by an Amended Trust Indenture dated as of August 10, 1973, a public trust, the beneficiary of which is Washington County, Oklahoma, and Jane Phillips Episcopal Hospital, Inc., a non-profit Oklahoma corporation of Washington County, Oklahoma, State of Oklahoma, did on the 22nd day of October, 1979, enter into a Declaration of Condominium Ownership of Medical Park Center (Unit Ownership Estate Recording) which Declaration was filed for record in the office of the County Clerk of Washington County on the 29th day of October, 1979, at Book 730, Page 749, et. seq., and caused to be filed in Plat Envelope 439 in the office of the County Clerk of Washington County, State of Oklahoma, a plat of Medical Park Center; and

WHEREAS, the undersigned now desire to amend the said Declaration pursuant to the terms thereof to provide for the division of Unit B-A into two separate units to be designated Unit B-A and Unit B-C.

WHEREAS, the Board of Directors of Medical Park Center, Inc. having proposed the within and foregoing amendment and approved the same by vote of more than seventy-five percent (75%) of the Directors, and the Unit Owners, by a vote of the owners of more than 75% of the Units, have approved this amendment.

NOW THEREFORE, the undersigned officers of Medical Park Center, Inc. in certification of the adoption of this amendment by the Directors and the Unit Owners as provided in the Declaration do hereby adopt the following amendments to Exhibits A and B of the Declaration of Condominium Ownership of Medical Park Center (Unit Ownership Estate Recording) described as follows:

Exhibit A: "Ninth Amendment to Medical Park Center dated the day of May, 1989." A plat of the building showing the layout, location and unit numbers of the units in the Basement of Medical Park Center Building entitled "Ninth Amendment to Medical Park Center dated the 24th day of May, 1989," referring to the initial "Condominium Plat" recorded in Plat Envelope 439 in the office of the County Clerk of Washington County, Oklahoma, on October 29, 1979, and bearing the verified statement of a registered engineer certifying that the building drawings and calculations included in the Ninth Amendment to

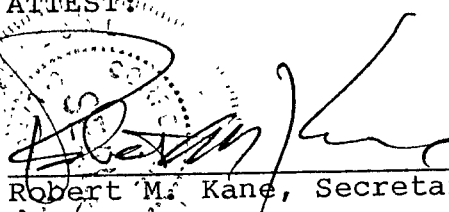
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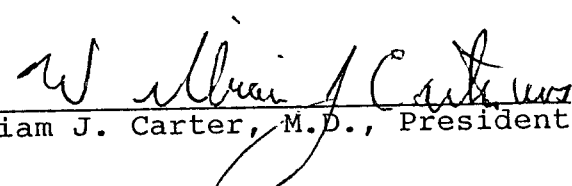
BOOK 853 PAGE 213

Medical Park Center, together with the "Condominium Plat" therein referred to, fully and accurately depict the dimensions, area, location and identification of each unit and of the common elements, which Ninth Amendment to Medical Park Center is recorded in Plat Envelope 439 in the office of the County Clerk of Washington County, Oklahoma.

Exhibit B: "Unit Designations After Adoption of Ninth Amendment to Declaration of Condominium Ownership of Medical Park Center (Unit Ownership Estate Recording) dated the 24th day of May, 1989.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to the Declaration of Condominium Ownership of Medical Park Center (Unit Ownership Estate Recording) to be executed and adopted as of the 24th day of May, 1989, and certify that said amendment has been duly adopted.

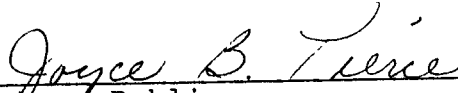
ATTEST:

 Robert M. Kane, Secretary

MEDICAL PARK CENTER, INC.

 William J. Carter, M.D., President

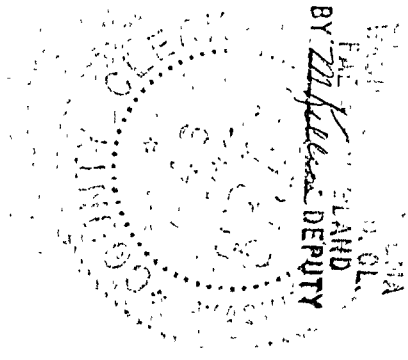
STATE OF OKLAHOMA)
) ss.
 COUNTY OF WASHINGTON)

Before me, the undersigned, a Notary Public in and for said County and State, on this 24th day of May, 1989, personally appeared WILLIAM J. CARTER, M.D. to me known to be the identical person who subscribed the name of MEDICAL PARK CENTER, INC. to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

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


 Notary Public

My commission expires: June 16, 1989



MAY 31 11 43 AM '89

FILED

BOOK 853 PAGE 214

The Unit Owners listed below, being all of the owners of units whose percentage share is affected by the within and foregoing Ninth Amendment to the Declaration of Condominium Ownership of Medical Park Center (Unit Ownership Estate Recording) dated the 24th day of May, 1989, hereby consent to this Ninth Amendment.

ATTEST: CONDOMINIUM UNIT B-A
RADIOLOGICAL SERVICES, INC.

[Signature]
Secretary

By [Signature]
Donald R. Howard, M.D., President

ATTEST: CONDOMINIUM UNIT B-C
JANE PHILLIPS EPISCOPAL HOSPITAL, INC.

[Signature]
Randall J. Fale,
Assistant Secretary

By [Signature]
Donald D. Doty, President

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

Before me, the undersigned, a Notary Public in and for said County and State, on this 24th day of May, 1989, personally appeared Donald R. Howard, M.D. to me known to be the identical person who subscribed the name of RADIOLOGICAL SERVICES, INC. to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

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



[Signature]
Notary Public

My commission expires: June 16, 1989

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

Before me, the undersigned, a Notary Public in and for said County and State, on this 24th day of May, 1989, personally appeared DONALD D. DOTY to me known to be the identical person who subscribed the name of JANE PHILLIPS EPISCOPAL HOSPITAL INC. to the foregoing instrument

BOOK 853 PAGE 215

as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

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



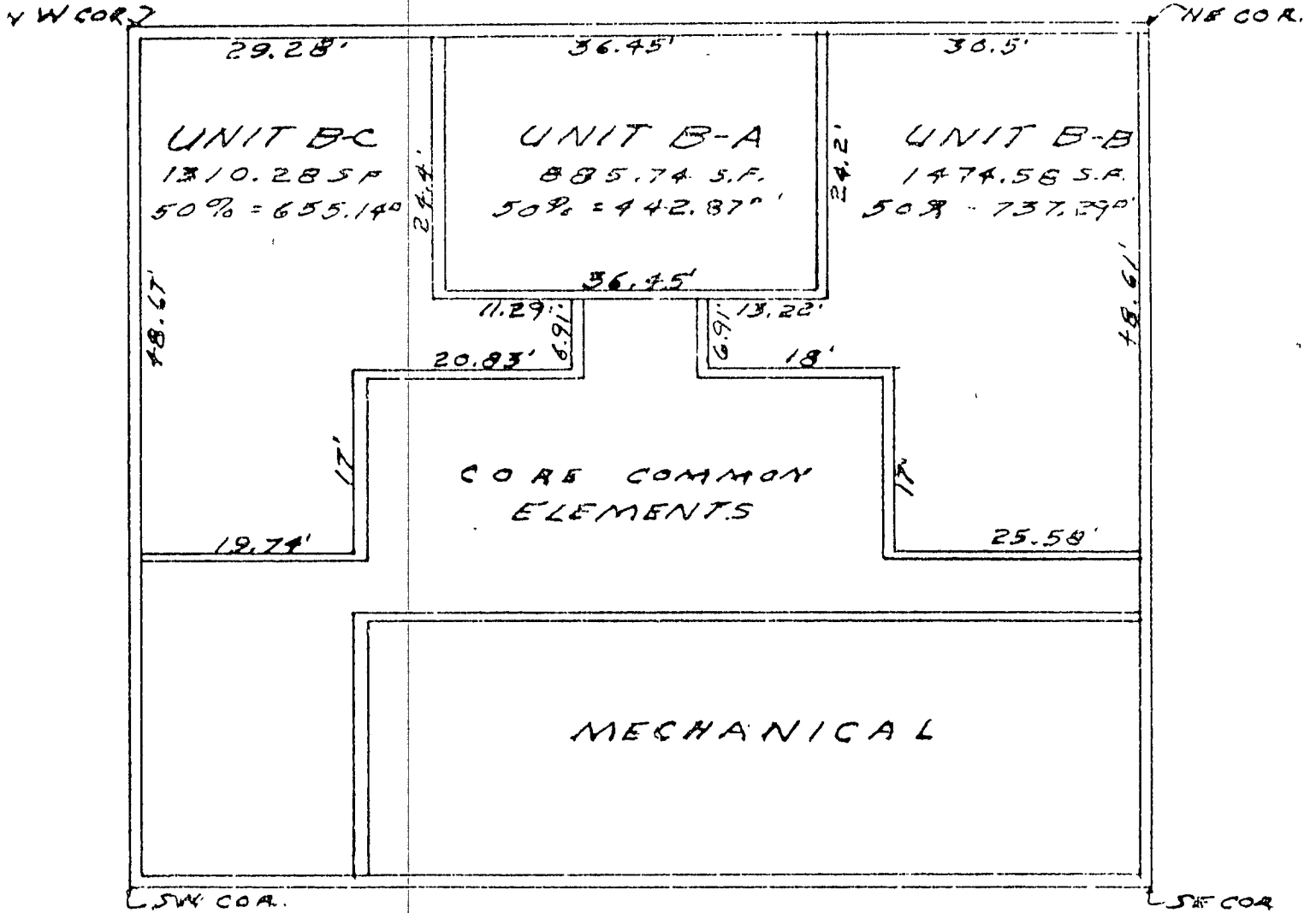
Jean H. Hershman
Notary Public

My commission expires: December 10, 1989

BOOK 853 - 218

NINTH AMENDMENT TO
MEDICAL PARK CENTER

ANNEXED TO AND EXPRESSLY MADE A PART
OF UNIT OWNERSHIP ESTATE RECORDING FOR
MEDICAL PARK CENTER, DATED MAY 24, 1989



BASEMENT FLOOR
NOT TO SCALE

BASEMENT DIVIDED INTO THREE UNITS AS PER THE ABOVE DRAWING.
VERTICAL DIMENSIONS ARE AS PROPOSED IN THE ORIGINAL PLAN FILED OCTOBER 29, 1979.

BOOK 853 PAGE 217

Exhibit "A" to Ninth Amendment to
Declaration of Condominium Ownership
of Medical Park Center
-1-

"UNIT DESIGNATIONS AFTER ADOPTION OF NINTH AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP OF MEDICAL PARK CENTER (UNIT OWNERSHIP ESTATE RECORDING) DATED *MAY 24*, 1989. The Unit designation, areas and proportionate interest in the Common Elements and percentage share of Common Expenses and Common Surplus are as follows:

*ONLY UNITS AFFECTED IN NINTH AMENDMENT


<u>Unit</u>	<u>Location</u>	<u>Square Feet</u>	<u>Percentage Share</u>
* B-A	N Middle of Basement	442.87	0.99
* B-B	NE Corner of Basement	737.29	1.65
* B-C	NW Corner of Basement	655.14	1.47
1-A	NE Corner of First Floor	1177.87	2.64
1-B	SE Corner of First Floor	1131.62	2.53
1-C	S Middle of First Floor	1132.61	2.53
1-D	SW Corner of First Floor	1498.60	3.35
1-E	NW Corner of First Floor	971.12	2.17
2-A	NE Corner of Second Floor	1177.87	2.64
2-B	SE Corner of Second Floor	1882.32	4.21
2-C	SW Corner of Second Floor	1155.26	2.59
2-D	W Middle of Second Floor	585.49	1.31
2-E	NW Corner of Second Floor	1016.10	2.27
3-A	NE Corner of Third Floor	1074.78	2.40
3-B	SE Corner of Third Floor	1081.52	2.42
3-C	SW Corner of Third Floor	1564.16	3.50
3-D	NW Corner of Third Floor	1315.04	2.94
3-E	N Middle of Third Floor	1215.35	2.72
4-A	NE Corner of Fourth Floor	1318.41	2.95
4-B	SE Corner of Fourth Floor	1392.29	3.12
4-C	S Middle of Fourth Floor	531.38	1.19
4-D	SW Corner of Fourth Floor	961.65	2.15
4-E	NW Corner of Fourth Floor	985.10	2.20
4-F	N Middle of Fourth Floor	1018.04	2.28
5-A	NE Corner of Fifth Floor	2428.14	5.43
5-B	SE Corner of Fifth Floor	1339.56	3.00
5-C	SW Corner of Fifth Floor	1276.53	2.86
5-D	NW Corner of Fifth Floor	1125.50	2.52
6-B	SW Corner of Sixth Floor	2113.22	4.74
6-C	SE Corner of Sixth Floor	973.88	2.18
6-D	N Side of Sixth Floor	3186.21	7.13
7-A	NE Corner of Seventh Floor	1336.44	2.99
7-B	SE Corner of Seventh Floor	1205.38	2.70
7-C	SW Corner of Seventh Floor	1265.05	2.83
7-D	NW Corner of Seventh Floor	1225.88	2.74
7-E	N Middle of Seventh Floor	1190.22	2.66
TOTAL		44,687.89	TOTAL 100%

BOOK 853 PAGE 218

LEGAL DESCRIPTION. Refer to "Condominium Plat" recorded in Plat Envelope 439 in the office of the County Clerk of Washington County, Oklahoma.

DESCRIPTION OF COMMON ELEMENTS. I, Jack O. Greenawalt, do hereby certify that I am a registered engineer in the State of Oklahoma, and at the request of the owner of the above described real property titled "Medical Park Center" have made the building drawings and calculations included in this Ninth Amendment to Medical Park Center, and do hereby certify that these are a true and accurate representation ("plus or minus .2 feet) of the said real property and that this plat fully and

accurately (plus or minus .2 feet) represents the dimensions, area, location and identification of each unit and of the common elements.


Registered Engineer Oklahoma No. 4390

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)


Before me, the undersigned, a Notary Public in and for said County and State, on this 23RD day of MAY, 1989, personally appeared JACK O. GREENAWALT, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

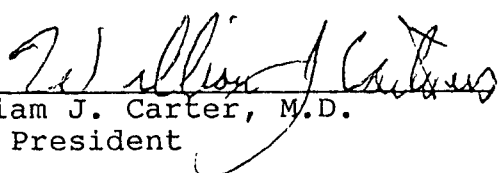
Given under my hand and seal of office the day and year last above written.


Notary Public

My commission expires: APRIL 27, 1993

OWNER'S CERTIFICATE OF AMENDMENT. "We, William J. Carter, M.D., President, and Robert M. Kane, Secretary, do hereby certify that we are officers of Medical Park Center, Inc. and that this Ninth Amendment to Medical Park Center has been duly adopted by the declarant as provided for in the Declaration of Condominium Ownership of Medical Park Center, and that final written approval of all of the unit owners affected by the Amendment and the mortgages of all such unit owners has been obtained, which written consent, in the form of the Ninth Amendment to Declaration of Condominium Ownership of Medical Park Center (Unit Ownership Estate Recording) dated May 24, 1989, has been filed for record in the office of the County Clerk of Washington County on the _____ day of _____, 1989, at Book _____, Page _____, et. seq.

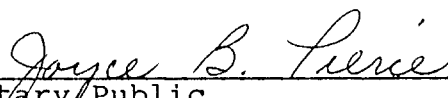

Robert M. Kane, Secretary


William J. Carter, M.D.
President

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

Before me, the undersigned, a Notary Public in and for said County and State, on this 24TH day of MAY, 1989, personally appeared WILLIAM J. CARTER, M.D. and ROBERT M. KANE, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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


Notary Public

My commission expires: June 16, 1989

BOOK 853 PAGE 219

EXHIBIT B
TO DECLARATION OF CONDOMINIUM OWNERSHIP
OF MEDICAL PARK CENTER

Unit Designations After Adoption of Ninth Amendment to Declaration of Condominium Ownership of Medical Park Center (Unit Ownership Estate Recording) dated *MAY 24, 1989*

The Unit designation, area and proportionate interest in the Common Elements and percentage share of Common Expenses and Common Surplus are as follows:

<u>Unit</u>	<u>Location</u>	<u>Square Feet</u>	<u>Percentage Share</u>
B-A	N Middle of Basement	442.87	0.99
B-B	NE Corner of Basement	737.29	1.69
B-C	NW Corner of Basement	655.14	1.47
1-A	NE Corner of First Floor	1177.87	2.64
1-B	SE Corner of First Floor	1131.62	2.53
1-C	S Middle of First Floor	1132.61	2.53
1-D	SW Corner of First Floor	1498.60	3.35
1-E	NW Corner of First Floor	971.12	2.17
2-A	NE Corner of Second Floor	1177.87	2.64
2-B	SE Corner of Second Floor	1882.32	4.21
2-C	SW Corner of Second Floor	1155.26	2.59
2-D	W Middle of Second Floor	585.49	1.31
2-E	NW Corner of Second Floor	1016.10	2.27
3-A	NE Corner of Third Floor	1074.78	2.40
3-B	SE Corner of Third Floor	1081.52	2.42
3-C	SW Corner of Third Floor	1564.16	3.50
3-D	NW Corner of Third Floor	1315.04	2.94
3-E	N Middle of Third Floor	1215.35	2.72
4-A	NE Corner of Fourth Floor	1318.41	2.95
4-B	SE Corner of Fourth Floor	1392.29	3.12
4-C	S Middle of Fourth Floor	531.38	1.19
4-D	SW Corner of Fourth Floor	961.65	2.15
4-E	NW Corner of Fourth Floor	985.10	2.20
4-F	N Middle of Fourth Floor	1018.04	2.28
5-A	NE Corner of Fifth Floor	2428.14	5.43
5-B	SE Corner of Fifth Floor	1339.56	3.00
5-C	SW Corner of Fifth Floor	1276.53	2.86
5-D	NW Corner of Fifth Floor	1125.50	2.52
6-B	SW Corner of Sixth Floor	2025.29	4.54
6-C	SE Corner of Sixth Floor	1061.81	2.38
6-D	N Side of Sixth Floor	3186.21	7.13
7-A	NE Corner of Seventh Floor	1336.44	2.99
7-B	SE Corner of Seventh Floor	1205.38	2.70
7-C	SW Corner of Seventh Floor	1265.05	2.83
7-D	NW Corner of Seventh Floor	1225.88	2.74
7-E	N Middle of Seventh Floor	1190.22	2.66