

DEDICATION

FILED

FOREST CREEK CONDOMINIUMS ADDITION,
an Addition to the City of Bartlesville,
County of Washington, State of Oklahoma

APR 13 4 30 PM '82

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

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Forest Creek Development Company, Inc., an Oklahoma corporation, being the sole owner of the following described property, to-wit:

The West Half of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter (W/2 NE/4 NE/4 NE/4) of Section Twenty-one (21), Township Twenty-six (26) North, Range Thirteen (13) East of the Indian Meridian, Washington County, State of Oklahoma, LESS AND EXCEPT the following described tracts of land, to-wit:

A tract of land situated in Washington County, State of Oklahoma, more particularly described as follows: Beginning at a point 16.5 feet South and 16.5 feet West of the Northeast Corner of the Northeast Quarter of Section 21, Township 26 North, Range 13 East; thence South 14.1 feet; thence in a Westerly direction to the West line of the Northeast Quarter of said Section 21; thence North 15.3 feet; thence in a Easterly direction, parallel to the Section line to the point of beginning (under terms of conveyance recorded in Washington County Clerk's Office in Book 60 at Page 163)

AND

A tract of land situated in Washington County, State of Oklahoma, more particularly described as follows: Being a tract of land 7 feet wide, adjoining and parallel to the South line of the tract in N/2 NE/4 of Section 21, Township 26 North, Range 13 East, for Right of Way Deed to Washington County, Oklahoma, by said J.L. Lair, and recorded in Deed Record 60, Page 163,

has caused the above described property to be surveyed, platted and staked in conformity with the accompanying plat which it hereby adopts as the plat of the above described land as FOREST CREEK CONDOMINIUMS ADDITION; and

WHEREAS, FOREST CREEK CONDOMINIUMS ADDITION was processed as Planned Unit Development pursuant to the then existing Ordinances of the City of Bartlesville.

NOW, THEREFORE, the undersigned does hereby dedicate all that portion of the fifty (50) foot Right of Way that it owns on the

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north side of the property shown on the attached plat to the City of Bartlesville for public use. For the purpose of providing an orderly development of the property, and for the further purpose of providing adequate restrictive covenants for the mutual benefit of itself and its successors in title, the undersigned does hereby impose the following restrictions and reservations and creates the following easements:

1. The undersigned does hereby grant to all legal and proper governmental entities a permanent non-exclusive access easement as shown on the attached plat for the purpose of providing emergency and other governmental services to the property.

2. The undersigned does hereby grant to all legal and proper governmental entities, all public utilities, and all private corporations providing utilities or services to the structures on the property a permanent non-exclusive utility easement as shown on the attached plat for the purpose of constructing, maintaining, removing or replacing any and all public utilities, including storm and sanitary sewers, telephone lines, electric power lines and transformers, gas lines, television lines, and water lines, together with all fittings and equipment for each of such facility, together with the right of ingress and egress to and upon said utility easement for the uses and purposes aforesaid.

3. In connection with the installation of underground electrical service, the property is subject to the following provisions:

(a) Overhead pole lines for the supply of electric service may be located along the north side of the property. Street light poles or standards may be served by underground cable and elsewhere throughout the property all supply lines shall be located underground, in the utility easement reserved for general utility services shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in the utility easement.

(b) Except as to the structures on the property described in paragraph (a) above, which may be served from overhead electric service lines, underground service cables to all structures which may

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be located on the property may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon the property; provided that upon the installation of such a service cable to a particular structure, the supplier of electric service shall thereafter be deemed to have a permanent non-exclusive utility easement on the property, covering a five (5) foot strip extending two and one-half (2.5) feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on the structure.

(c) The supplier of electric service, through its proper agents and employees shall at all times have the right of access to such utility easement shown on said plat, or provided for in this Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric facilities so installed by it.

(d) The owners of the property shall be responsible for the protection of the underground electric facilities located on the property and shall prevent the alteration of grade or any construction activity which may interfere with said electric facilities. The supplier of electric service will be responsible for ordinary maintenance of the underground electric facilities, but the owners will pay for damage or relocation of such facilities caused or necessitated by acts of the owners or their agents or contractors.

(e) The foregoing covenants concerning underground electric facilities shall be enforceable by the supplier of electric service, and the owners of the property agree to be bound hereby.

4. In connection with the installation of underground utilities and services other than electrical services, the property shall be subject to the following provisions:

(a) Underground service lines for utilities and services other than electric services to all structures which may be located on the property may be run from the nearest point in the utility easement shown on the attached plat to the point of usage determined by the location and construction of such structure as may be located upon the

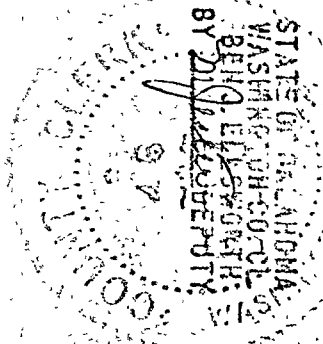
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DECLARATION
OF UNIT OWNERSHIP ESTATES
FOR
FOREST CREEK CONDOMINIUMS

Washington County, State of Oklahoma

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OF FOREST CREEK CONDOMINIUMS

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DECLARATION
OF UNIT OWNERSHIP ESTATES FOR
FOREST CREEK CONDOMINIUMS

THE STATE OF OKLAHOMA)
)
COUNTY OF WASHINGTON) KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS FOREST CREEK DEVELOPMENT COMPANY, INC., an Oklahoma corporation, having its principal office at 5001 East 68th Street, Suite 300, Tulsa, Oklahoma, 74136, hereinafter called "Declarant", is the owner of certain real property situated in the County of Washington, State of Oklahoma, to-wit:

A part of the West Half of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter (W/2 NE/4 NE/4 NE/4) of Section Twenty-one (21), Township Twenty-six (26) North, Range Thirteen (13) East, Indian Meridian, Washington County, Oklahoma, more particularly described as follows:

Commencing at the NE corner of said Section 21; thence along the North section line S89°47'22"W a distance of 329.07'; thence S0°19'36"E a distance of 50.00' to a point on the southerly right-of-way line of Nowata Road, said point being the TRUE POINT OF BEGINNING; thence S0°19'36"E 450'; thence West 210'; thence North 100'; thence East 100'; thence North 125'; thence West 65'; thence South 30'; thence West 55'; thence North 254.16' to the southerly right-of-way line of Nowata Road; thence along said right-of-way line N89°47'22"E 227.44' to the point of beginning

said real estate hereinafter called the "Real Property";

WHEREAS, Declarant desires to establish Unit Ownership Estates under the Unit Ownership Estate Act of the State of Oklahoma, Oklahoma Statutes Annotated, Title 60, Chapter 11, Sections 501 through 530, inclusive, herein called the "Act", the provisions of which, together with the By-Laws and Articles of Incorporation of FOREST CREEK OWNERS ASSOCIATION, INC., shall govern the Unit Owners and Declarant; and

WHEREAS, Declarant has had plans prepared for the construction of eight (8) multifamily buildings and other improvements (including swimming pool and association office/equipment room building) appurtenant thereto on the Real Property, which when completed shall consist of thirty-nine (39) separately designated Condominium Units and which will be known as FOREST CREEK UNIT OWNERSHIP ESTATES; and

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WHEREAS, Declarant does hereby establish a plan, hereinafter called the "Condominium Project", for the individual ownership in fee simple of Unit Ownership Estates consisting of the area or space contained in each of the Units in the eight (8) multifamily buildings and the co-ownership by the individual and separate Unit Owners thereof, as tenants-in-common, of all of the remaining property, which includes both Limited Common Elements and General Common Elements, as hereinafter defined, and which are hereinafter collectively referred to as the "Common Elements" or "Common Areas".

NOW, THEREFORE, Declarant does hereby submit the Real Property, and all improvements constructed or to be constructed thereon, SUBJECT HOWEVER, to the provisions contained herein for phased development, to the provisions of the Act, and does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations and obligations shall be deemed to run with the land and shall be a burden and a benefit to Declarant, its successors and assigns and to any person acquiring or owning any interest in the Real Property and improvements, their grantees, successors, heirs, executors, administrators, personal representatives, devisees and assigns.

ARTICLE I

DEFINITIONS AND TERMS

1.1 DEFINITIONS OF TERMS: As used in this Declaration and pursuant to the Act, the following terms shall have the following meanings unless the context shall expressly provide otherwise:

a. "Board of Directors" or "Board" means the Board of Directors of the Association, whether elected or appointed.

b. "Common Assessment" means the charge against each Unit Owner and his Unit, representing a portion of the total costs to the Association of maintaining, improving, repairing, replacing, managing and operating the Project, which are to be paid by each Unit Owner of the Association, as provided herein. This shall also include charges assessed against each Unit Owner to maintain a reserve or replacement fund and to cover costs incurred by the

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Association to participate in any condemnation suit, as provided herein.

c. "Common Elements" or "Common Area" means and includes all of the Real Property, and all of the improvements thereto and thereon located, excepting all Units. Common Elements shall consist of the General Common Elements and the Limited Common Elements.

d. "Common Expenses" means and includes:

(1) All sums lawfully assessed against the Common Elements by the Managing Agent or Board;

(2) All expenses of administration and management, maintenance, operation, water, repair or replacement of and addition to the Common Elements (including unpaid Special Assessments);

(3) Expenses agreed upon as Common Expenses by the Unit Owners; and

(4) Expenses declared to be Common Expenses by this Declaration or by the By-Laws.

e. "Common Profits" means the balance of all income, rents, profits and revenues from the Common Elements and facilities remaining after the deduction of the common expenses.

f. "Completed Unit" means a completely finished Unit, including, but not limited to, the installation of all appliances and utilities, rendering it ready for occupancy by any Owner other than the Declarant.

g. "Condominium Owners Association" or "Association" means FOREST CREEK OWNERS ASSOCIATION, INC., an Oklahoma non-profit corporation, the By-Laws of which shall govern the administration of this Project and the membership of which shall be composed of all the Owners, hereinafter called "Members", of the Condominium Units according to such By-Laws. Condominium Owners Association or Association shall be deemed synonymous with the term "Council of Unit Owners" as defined in Section 503(m) of the Act.

h. "Condominium Unit" shall mean an estate in real property together with the interest in the Common Elements (General and Limited) appurtenant to such Unit. Condominium Unit shall be

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deemed synonymous with the term "Unit Ownership Estate" as defined in Section 503(g) of the Act.

i. "Construction Period" means that period of time during which Declarant is developing the Premises and selling the Condominium Units, which time period shall extend from the date hereof until such time as the Declarant transfers title to all of the Condominium Units, including all Condominium Units annexed pursuant to the provisions contained herein for phased development.

j. "Declaration" shall mean this Declaration of Unit Ownership Estates instrument, as recorded, and as may be amended from time to time.

k. "Lienholder" and "First Mortgagee" shall mean the holder of a First Mortgage Lien on any Unit in the Condominium Project.

l. "Majority of Unit Owners" means those Owners of more than fifty percent (50%) of the aggregate interest in the General Common Elements, as defined in Section 503(n) of the Act.

m. "Occupant" means a person or persons in possession of a Unit, regardless of whether said person is a Unit Owner.

n. "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof, who owns, of record, title to one (1) or more Condominium Units.

o. "Plat", "Map", "Plans" or "Condominium Plan" mean or include the engineering survey of the land, locating thereon all of the improvements, the floor and elevation plans and any other drawing or diagrammatic plan depicting a part of, or all of, the improvements, same being herewith filed, consisting of 8 sheets, labeled Exhibit "A" and incorporated herein.

p. "Premises", "Project" or "Property" means and includes the land, the buildings and all improvements and structures thereon and all rights, easements and appurtenances belonging thereto.

q. "Special Assessments" means in addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only

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for the purpose of deferring, in whole or in part:

(1) The cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto; or

(2) The expense of any other contingencies of unbudgeted costs; PROVIDED, HOWEVER, that any such assessment shall have the assent of Owners representing an aggregate ownership interest of sixty-six and two-thirds percent (66-2/3%) of the Common Elements. Any amounts assessed pursuant hereto shall be assessed to Owners in proportion to the interest in the Common Elements owned by each. The Association, after due notice and hearing, shall also have the authority to establish and fix a special assessment upon any Unit to secure the liability of the Owner of such Unit to the Association for any breach by such Owner of any of the provisions of this Declaration, which breach shall require an expenditure by the Association for repair or remedy. Special assessments may be billed or collected on a monthly basis. The above mentioned liability of any Owner is to be established as set forth in this Declaration.

r. "Unit" shall mean the elements of an individual Condominium Unit which are not owned in common with the Owners of the other Condominium Units in the Project as shown on the Maps, which are exhibits attached hereto, and each Unit shall include the air space assigned thereto. The boundaries of each Unit space shall be and are the interior surfaces of the perimeter walls, floors, ceilings, window frames, doors and door frames and trim, and the space includes both the portions of the Building so described and the air space so encompassed, excepting the Common Elements. In interpreting deeds, mortgages, deeds of trust and other instruments, the existing physical boundaries of the Unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries

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regardless of settling, rising or lateral movement of the Building and regardless of variances between boundaries shown on the Plat and those of the Building. The individual ownership of each Unit space herein defined shall further include the interior construction, partitions, appliances, fixtures and improvements which are intended to exclusively serve such Unit space, such as interior room walls, floor coverings or finish, closets, cabinets, shelving, individual bathroom and kitchen fixtures, plumbing and appliances, including hot water heaters, individual lighting and electrical fixtures and other separate items or chattels belonging exclusively to such Unit, any of which may be removed, replaced, disposed of or otherwise treated without affecting any other Unit space or ownership, use of enjoyment thereof. None of the land in this Project on which any Unit space is located shall be separately owned, as all land in this Project shall constitute part of the "Common Elements" of the Property as herein defined, and shall be owned in common by the Owners of the Units in this Condominium Project.

s. "Unit Ownership Estate" means the ownership of single Units in a multi-unit Building together with an undivided interest in the Common Elements.

ARTICLE II

BUILDING, CONDOMINIUM UNIT AND COMMON ELEMENTS

DESIGNATION AND DESCRIPTIONS

2.1 RECORDATION OF PLAT AND CONDOMINIUM PLAN: The Plat and Condominium Plan, attached hereto as Exhibit "A", shall be filed for record simultaneously with the recording of this Declaration as a part hereof, and prior to the first conveyance of any Condominium Unit. Such Plat consists of and sets forth:

- a. The legal description of the surface of the land;
- b. The linear measurements and location, with reference to the exterior boundaries of the land, of the Building and all other improvements constructed, or to be constructed, on said land by Declarant;
- c. A full and exact copy of the plans of each Building, which shall show the dimensions, area and location of each Unit

and the dimensions, area and location of the Common Elements affording access to each Unit.

d. The location of easements for utilities serving the Property.

It is the present intent of the Declarant to complete development of the Property and to annex to said Property the additional tract described herein on Exhibit "C". However, the Declarant shall not be responsible or liable in law or in equity to any purchaser or encumbrancer of any Condominium Unit covered hereby for failure to submit, construct or complete any future phase or for failure to complete said development for any reason whatsoever.

2.2 DESCRIPTION OF BUILDINGS: There shall be eight (8) buildings constructed on the Property for dwelling purposes. All of the buildings shall be constructed of wood framing, rough cedar wood, limestone rock and composition shingles. The buildings shall be identified by a capital letter. Building A has two (2) stories and shall contain four (4) A floor plan Units. Building B has two (2) stories and shall contain eight (8) A floor plan Units. Building C has two (2) stories and shall contain four (4) lower level D floor plan Units and four (4) upper level D floor plan Units. Building D has two (2) stories and shall contain three (3) E floor plan Units. Building E has two (2) stories and shall contain three (3) E floor plan Units. Building F has two (2) stories and shall contain three (3) floor plan Units. Building L has two (2) stories and shall contain three (3) lower level B floor plan Units and three (3) upper level B floor plan Units. Building N has two (2) stories and shall contain four (4) C floor plan Units. A capital letter followed by a three digit number shall identify the particular Unit within the particular building. The capital letters: A, B, C, D and E standing alone refer to the floor plan of the particular Unit.

The association/storage building by the pool shall be constructed of wood framing and siding and shall contain no dwelling units.

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The buildings and Units are all more particularly described on Exhibit "A" attached hereto.

2.3 CREATION AND DESIGNATION OF CONDOMINIUM UNITS: Subject to the provisions for phased development contained herein, there is hereby created thirty-nine (39) Unit Ownership Estates consisting of thirty-nine (39) separately designated Units, together with an undivided percentage ownership interest in the Common Elements as set forth on Exhibit "B". Each Unit is designated below by number and more specifically identified by number, location, dimension and area on Exhibit "A". The Common Area immediately adjacent to each Unit, the access thereto, and the Limited Common Elements appurtenant to each Unit are shown on Exhibit "A".

The Unit designations and descriptions are as follows:

UNIT DESIGNATION	APPROX. SQ. FT. AREA	NO. OF ROOMS/BATHS		FLOOR LOCATION
A-101	780	4	1	1
A-102	780	4	1	1
A-201	780	4	1	2
A-202	780	4	1	2
B-101	780	4	1	1
B-102	780	4	1	1
B-103	780	4	1	1
B-104	780	4	1	1
B-201	780	4	1	2
B-202	780	4	1	2
B-203	780	4	1	2
B-204	780	4	1	2
C-101	980	5	2	1
C-102	980	5	2	1
C-103	980	5	2	1
C-104	980	5	2	1
C-201	1020	5	2	2
C-202	1020	5	2	2
C-203	1020	5	2	2
C-204	1020	5	2	2
D-101	1150	5	2 1/2	1 and 2
D-102	1150	5	2 1/2	1 and 2
D-103	1150	5	2 1/2	1 and 2
E-101	1150	5	2 1/2	1 and 2
E-102	1150	5	2 1/2	1 and 2
E-103	1150	5	2 1/2	1 and 2
F-101	1150	5	2 1/2	1 and 2
F-102	1150	5	2 1/2	1 and 2
F-103	1150	5	2 1/2	1 and 2
L-101	760	4	1	1
L-102	760	4	1	1
L-103	760	4	1	1
L-201	760	4	1	2
L-202	760	4	1	2
L-203	760	4	1	2
N-101	850	4	1	1 and 2
N-102	850	4	1	1 and 2
N-103	850	4	1	1 and 2
N-104	850	4	1	1 and 2

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2.4 DESCRIPTION OF GENERAL COMMON ELEMENTS AND PROPORTIONATE INTEREST THEREIN: The term "General Common Elements" as used in this Declaration shall mean and include the following:

- a. The Real Property described herein.
- b. The tangible personal property required for the maintenance and operation of the Project.
- c. The foundations, columns, girders, beams, supports, main or bearing walls, floors, roofs, halls, corridors, stairs, stairways and entrances and exits of each building described herein, exclusive of balconies and patios which are declared to be Limited Common Elements as shown on Exhibit "A" attached hereto.
- d. The yards and gardens.
- e. The parking spaces (which the Association shall have authority to assign by properly adopted rules and regulations).
- f. The sidewalks, driveways and swimming pool.
- g. The Association/equipment room building.
- h. The installations consisting of all equipment and materials comprising the central services existing for common use.
- i. The easements for access, maintenance, repair, reconstruction or replacement of the foregoing, and all other facilities necessary or convenient to the existence, maintenance, safety and use of the Property.

The Common Elements, both General and Limited as described herein, shall be held and owned as tenants in common by the Unit Owners in the proportions set forth opposite the respective Unit number on Exhibit "B" attached hereto. No Unit Owners shall have any interest in any of the Common Elements, including the land, which has not been submitted to this Declaration in the manner set forth concerning phased development contained herein.

The maximum percentage of undivided interest ownership in the Common Elements, which shall be subject to diminution by annexation of Phase II, shall be as set forth in Exhibit "B". The minimum percentage of undivided interest ownership in the Common Elements, upon annexation of Phase II, shall be as set forth in Exhibit "B".

2.5 DESCRIPTION OF LIMITED COMMON ELEMENTS: A portion of

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the Common Elements is hereby set aside and reserved for the exclusive use of the individual Unit Owners, the same being designated and known as "Limited Common Elements". The Limited Common Elements are as follows:

a. Patios or balconies appurtenant and immediately adjacent to the Unit. Each Unit Owner shall be responsible for the full cost of maintaining the patio or balcony.

b. Air-conditioning condensing unit and lines servicing the fan/heat unit within the Unit of such Unit Owner. Such compressor and lines are located on the outside of the building in which the Unit it serves is situated. Each Unit Owner shall bear full responsibility for the cost of maintaining his fan/heat unit, lines and compressor; provided, however, that no Unit Owner shall install a fan/heat unit or compressor or replace the existing unit without the prior written consent of the Association, which shall have the right to reasonably approve or disapprove the size, shape, noise level and proposed location of such unit or compressor.

c. Pipes, ducts, electrical wiring and conduits located entirely within a Unit or adjoining Units and serving only such Unit or Units, which such equipment the Unit Owner shall bear the full cost of repair and replacement.

d. Outside access storage areas appurtenant to the upper level B floor plan Units underneath the stairwell and outside access storage areas appurtenant to the lower level D floor plan Unit underneath the stairwell.

The Limited Common Elements shall be owned in the same manner and in the same proportion, subject to the provisions for Unit Owner repair and replacement responsibility, as set forth herein for ownership of the General Common Elements. The right of exclusive use of a Limited Common Element shall be subject to such restrictions or regulations governing use as may be provided by the Association.

2.6 REGULATION OF COMMON AREAS: Portions of the Common Areas are intended as recreational areas, and are improved with green areas and other facilities. Reasonable regulations

governing the use of such facilities by Owners and by their guests and invitees shall be promulgated by the Declarant, or by the Board of Directors of the Association after the same has been elected. Such regulation shall be permanently posted at the office and/or elsewhere in said recreational areas, and all Owners shall be furnished with a copy thereof. Each Owner shall be required to strictly comply with said Rules and Regulations, and shall be responsible to the Association for the compliance therewith by the members of their respective families, relatives, guests or invitees, both minor and adult.

2.7 INSEPARABLE UNITS: Each Unit and its corresponding pro-rata interest in and to the Common Elements appurtenant thereto shall be inseparable and may not be conveyed, leased or encumbered separately, and shall at all times remain indivisible.

2.8 DESCRIPTIONS: Every deed, lease, mortgage, trust deed or other instrument may legally describe a Condominium Unit by its identifying Building letter and Unit number, as shown on the Map, followed by the words FOREST CREEK UNIT OWNERSHIP ESTATES and by reference to this recorded Declaration and Map. Every such description shall be deemed good and sufficient for all purposes to convey, transfer, encumber or otherwise affect the Common Elements.

2.9 ENCROACHMENTS: If any portion of the Common Elements encroaches upon a Unit or Units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If any portion or portions of a Unit or Units encroach upon the Common Elements, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. A valid easement also exists to that portion of the Common Elements and of the Limited Common Elements occupied by any part of an Owner's Unit not contained within the physical boundaries of such Unit, including, but not limited to, space occupied by heating and air conditioning equipment, utility lines and similar equipment which serves only one (1) Unit. For title or other purposes, such encroachments and easements shall not be considered or determined to be encumbrances

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either on the Common Elements or the individual Units.

2.10 GOVERNMENTAL ASSESSMENT: Declarant shall give written notice to the Assessor's Office of the creation of Condominium Ownership of this Property, as is provided by law, so that each Unit and its percentage or fraction of undivided interest in the Common Elements shall be deemed a separate parcel and subject to separate assessment and taxation.

2.11 USE AND OCCUPANCY RESTRICTIONS: Without limiting or impairing in any manner any restrictions or covenants contained elsewhere in this Declaration or in the By-Laws or contained in the Act itself, the use of the Property shall be restricted as follows:

a. Subject to the provisions of this Declaration and By-Laws, no part of the Property may be used for purposes other than housing and the related common purposes for which the Property was designed. Each Unit or any two (2) or more adjoining Units used together shall be used for residential purposes or such other uses permitted by this Declaration, and for no other purposes. The foregoing restrictions as to residence shall not, however, be construed in such manner as to prohibit a Unit Owner from:

(1) Maintaining his personal professional library;

(2) Keeping his personal business or professional records or accounts; or

(3) Handling his personal business or professional telephone calls or correspondence, which uses are expressly declared customarily incidental to the principal residential use and not in violation of said restrictions.

b. That part of the Common Elements separating and located between and exclusively serving two (2) or more adjacent Units used together (including, without limitations, portions of any hallway and any walls) may be altered to afford ingress to and egress from such Units and to afford privacy to the Occupants of such Units when using such Common Elements, and that part of the

Common Elements so altered may be used by the Unit Owner or Owners of such Units as a licensee pursuant to a license agreement with the Association, upon written consent of the Board, provided:

(1) The expense of making such alterations shall be paid in full by the Unit Owner or Owners making such alterations;

(2) Such Unit Owner or Owners shall pay in full the expense of restoring such Common Elements to their condition prior to such alteration in the event such Units shall cease to be used together, as aforesaid; and

(3) Such alteration shall not interfere with use and enjoyment of the Common Elements (other than the aforesaid part of the Common Elements separating such adjacent Units), including, without limitation, reasonable access and ingress to and egress from the other Units in the hallway affected by such alteration.

c. The Common Elements shall be used only by the Unit Owners and their agents, servants, tenants, family members, customers, invitees and licensees for access, ingress to and egress from the respective Units and for other purposes incidental to use of the Units; provided, however, the swimming pool, association office/equipment room building and any other areas designed for specific use shall be used for the purposes approved by the Board.

d. The use, maintenance and operations of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner, and may be subject to lease, concession or easement, presently in existence or entered into by the Board at some future time.

e. Without limiting the generality of the foregoing provisions of this Section, use of the Property by the Unit Owners shall be subject to the following restrictions:

(1) Nothing shall be stored in the Common Elements without prior consent of the Board, except in storage areas or as otherwise herein expressly provided;

(2) Nothing shall be done or kept in any Unit or in

the Common Elements which will increase the rate of insurance for the Property without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or the Common Elements which will result in the cancellation of insurance on any Unit, or any part of the Common Elements, or which will be in violation of any law;

(3) No waste shall be committed in or on the Common Elements;

(4) Subject to Declarant's rights contained in this Declaration, no sign of any kind shall be displayed to the public view on or from any Unit or Common Elements without the consent of the Board or the written consent of the Managing Agent acting in accord with the Board's direction;

(5) No noxious or offensive activity shall be carried on, in or upon the Common Elements, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any other Unit Owner. No loud noises or noxious odors shall be permitted on the Property, and the Board shall have the right to determine in accordance with the By-Laws if any such noise, odor or activity constitutes a nuisance. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or other items which may unreasonably interfere with television or radio reception of any Unit Owner in the Property, shall be located, used or placed on any portion of the Property or exposed to the view of other Unit Owners without the prior written approval of the Board;

(6) Except as expressly provided hereinabove, nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the

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Board;

(7) No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuildings shall be permitted on the Property at any time temporarily or permanently, except with the prior written consent of the Board; provided, however, that temporary structures may be erected or placed on the Property for use in connection with the repair or rebuilding of the buildings or any portion thereof;

(8) No rubbish, trash or garbage or other waste material shall be kept or permitted upon any Unit or the Common Elements, except in sanitary containers located in appropriate areas screened and concealed from view, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Property in the vicinity thereof or to its Occupants. There shall be no exterior fires whatsoever except barbecue fires contained within receptacles designed in such a manner that no fire hazard is created. No clothing or household fabrics shall be hung, dried or aired in such a way in the Property as to be visible to other parts of the Property and no lumber, grass, shrub or tree clippings, plant waste, metals, bulk material, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Property, except within an enclosed structure or if appropriately screened from view;

(9) No Unit Owner shall park, store or keep any vehicle, except wholly within the Parking Space designated therefor, and any inoperable vehicle shall not be stored in a Parking Space or within the Common Elements in general. No Unit Owner shall park, store or keep within or adjoining the Property any large commercial-type vehicle (dump truck, cement-mixer truck, oil or gas truck, delivery truck and any other vehicle equipment, mobile or otherwise, deemed to be a nuisance by the Board), or any recreational

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vehicle (camper unit, motor home, truck, trailer, boat, mobile home or other similar vehicle deemed to be a nuisance by the Board). No Unit Owner shall conduct repairs or restorations of any motor vehicle, boat, trailer, aircraft or other vehicle upon any portion of the Common Elements. Parking Spaces shall be used for parking purposes only;

(10) Except within individual Units, no planting, transplanting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon the Property, except as approved by the Board;

(11) Motorcycles, motorbikes, motor scooters or other similar vehicles shall not be operated within the Property except for the purpose of transportation directly from a Parking Space to a point outside the Property, or from a point outside the Property directly to a Parking Space;

(12) No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept in any Unit or the Common Elements. Dogs, cats, fish, birds and other household pets may be kept in Units subject to rules and regulations adopted by the Association, provided they are not kept, bred or maintained for commercial purposes or in unreasonable quantities. As used in this Declaration, "unreasonable quantities" shall ordinarily mean more than two (2) pets per household; provided, however, the Association may determine a reasonable number in any instance to be more or less, and the Association may limit the size and weight of any household pets allowed. The Association, acting through the Board, shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Board, a nuisance to any other Unit Owner. Animals belonging to Unit Owners, Occupants or their licensees, tenants or invitees within the Property must be kept either within an enclosure, or enclosed patio or on a leash held by a person capable of controlling the animal. The enclosure must be so maintained

that the animal cannot escape therefrom and shall be subject to the approval of the Board. Should any animal belonging to a Unit Owner be found unattended out of the enclosure and not be held by a leash by a person capable of controlling the animal, such animal may be removed by Declarant (for so long as it owns an interest in the Property) or a person designated by the Declarant to do so and subsequent thereto by the Managing Agent, to a pound under the jurisdiction of the local municipality in which the Property is situated and subject to the laws and rules governing said pound, or to a comparable animal shelter. Furthermore, any Unit Owner shall be absolutely liable to each and all remaining Unit Owners, their families, guests, tenants and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the Property by a Unit Owner or members of his family, his tenants or his guests; and it shall be the absolute duty and responsibility of each such Unit Owner to clean up after such animals which have used any portion of the Common Elements;

(13) With the exception of a First Mortgagee in possession of a Unit following a default in a mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no Unit Owner shall be permitted to lease his Unit for hotel or transient purposes. No Unit Owner shall be permitted to lease less than the entire Unit. Every such lease shall be in writing, be for an initial term of not less than thirty (30) days, and a copy of such lease, as and when executed, shall be furnished to the Board. Every such lease shall provide that the lessee shall be bound by and subject to all of the obligations, under the Declaration and By-Laws, of the Unit Owner making such lease and failure to do so shall be a default thereunder. The Unit Owner making such lease shall not be relieved thereby from any of said obligations;

(14) In order that Declarant may establish the Property as a fully occupied Condominium, no Unit Owner

nor the Association shall do anything to interfere with, and nothing in the Declaration shall be understood or construed to:

(a) Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, from doing in any Unit owned by them whatever they determine to be necessary or advisable in connection with the completion of any work thereon; or

(b) Prevent Declarant, its successors or assigns, or its or their representatives, from erecting, constructing or maintaining on the Common Elements or any Unit owned or controlled by Declarant, its successors or assigns, or its or their contractors or subcontractors, such structures as may be reasonably necessary for the conduct of its or their business of completing any work and establishing the Property as a Condominium and disposing of the same by sale, lease or otherwise; or

(c) Prevent Declarant, its successors or assigns, or its or their representatives from maintaining a Sales Office and maintaining and showing model Units to aid in the marketing of the Units during the Construction Period; or

(d) Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, from maintaining such sign or signs for marketing of Units in the Property.

The foregoing restrictions shall not operate to limit or prohibit the adoption by the Association of rules and regulations restricting or regulating the use, occupancy and maintenance of the Units or the Common Elements.

2.12 PHASED DEVELOPMENT--RESERVATION OF RIGHT OF ANNEXATION AND MERGER:

a. For a period of five (5) years from the date of

recordation of this Declaration, the Declarant reserves the right, authority and power to annex one (1) tract out of the adjoining land described in the attached Exhibit "C" for the purpose of establishing, annexing and merging one (1) additional condominium project. The one (1) respective condominium projects may be created simultaneously or staggered and shall conform in basic respects to the general restrictions, limitations and benefits contained in this Declaration. Upon the recordation of Declaration Supplements or Declarations of Annexation and Merger in compliance with this Paragraph 2.12, this Declaration shall further apply to and affect all of the Property described in this Declaration and the Property described in such Declaration Supplements or Declaration of Annexation and Merger, and shall also bind all Owners of any part of the subsequent condominium projects with the same effect as if those condominium projects were originally subject to and described in this Declaration. Thereafter, the powers and responsibilities of the Board and Association shall be coextensive with regard to all Property included within the expanded condominium project and the Board and Association shall, pursuant to the provisions of this Declaration constitute the Board and Association for the entire condominium project as expanded. The rights, obligations and duties of each Owner shall be the same and identical to the rights, obligations and duties of the Owners prior to recordation of such Declaration Supplements or Declarations of Annexation and Merger, except as each Owner's percentage or fraction of ownership interest in the Common Elements may be modified as herein provided.

b. The Association shall continue to maintain one (1) Common Expense Fund for the collection and disbursement of monies as required and permitted hereby for the maintenance, repair, replacement and operation of the expanded condominium project and in all respects and meanings, the condominium project, as expanded, shall be deemed to be a single condominium project for the purposes of and in accordance with the provisions of this Declaration and the Act.

c. Any annexation and merger shall entail Buildings and

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Units of comparable design, size and quality and shall be accomplished by the filing of appropriate Declaration Supplements or Declarations of Annexation and Merger. Said documents shall be recorded in the Condominium Records of Washington County, Oklahoma, which will, inter alia:

- (1) Be executed by only the Declarant or its successors or assigns;
- (2) Contain a legal description of the land to be annexed to the condominium project;
- (3) Contain a sufficient description of the Units built or to be built on the annexed land;
- (4) Contain a reallocation of percentage or fraction of ownership interest in the Common Areas (as expanded by annexation) among all Units in the condominium project;
- (5) Any other information required by law or necessary to effectuate the intent of this Article.

d. This Declaration, including, but not limited to this Paragraph 2.12, does not presently create any interest in or with respect to the property shown on Exhibit "C" which may be annexed, and this Declaration shall not affect in any manner all or any part of such property unless and until a Supplemental Declaration or Declaration of Annexation and Merger is filed thereto in accordance with this Paragraph 2.12. All accrued taxes and other assessments relating to the property described on Exhibit "C" shall be paid or otherwise satisfactorily provided for by the Declarant prior to annexation as contemplated herein.

e. Assessments and votes appurtenant to annexed Condominium Units will become effective pursuant to the provisions of this Declaration.

f. By accepting a conveyance to a Unit in the Project, or in the Project as expanded by annexation, each Unit Owner or Owners agree, at the closing thereof, to execute a properly acknowledged instrument in recordable form, granting the Declarant an irrevocable special power of attorney for the sole and exclusive purpose of executing and filing Declaration Supplements or Declarations of Annexation and Merger whereby the Unit Owner's

percentage undivided interest ownership in the Common Elements is diminished pursuant to the terms of Exhibit "B" attached hereto.

g. Notwithstanding any other provisions of this Declaration to the contrary, the Declarant shall obtain the prior written approval of the Veterans Administration for any annexation or merger and all intended improvements in future phases must be substantially completed prior to annexation.

ARTICLE III

RIGHTS AND OBLIGATIONS OF OWNERSHIP

3.1 OWNERSHIP: A Condominium Unit will be a fee simple estate and may be held and owned by any person, firm, corporation or other entity singularly, as joint tenants, as tenants-in-common, or in any real property tenancy relationship recognized under the laws of the State of Oklahoma.

3.2 PARTITION: The Common Elements (both General and Limited) shall be owned in common by all of the Owners of the Condominium Units and shall remain undivided, and no Owner shall bring any action for partition or division of the Common Elements other than that as specifically provided for hereinafter. Except as provided hereinafter, this Section shall not be construed as a limitation of the right of partition of a Condominium Unit between the Owners thereof, but such partition shall not affect any other Condominium Unit.

3.3 EXCLUSIVENESS OF OWNERSHIP: Each Owner shall be entitled to exclusive ownership and possession of his Unit. Each Owner may use the Common Elements in accordance with the purposes for which they are intended, without hindering or encroaching upon the lawful rights of the other Owners.

3.4 ONE-FAMILY RESIDENTIAL DWELLING: Each Condominium Unit shall be occupied and used or leased by the Owner only as and for a residential dwelling for the Owner, his family, his social guests or his tenants.

3.5 MECHANIC'S AND MATERIALMAN'S LIENS: No labor performed or materials furnished and incorporated in a Unit, notwithstanding the consent or request of the Owner, his agent, contractor or subcontractor, shall be the basis for filing of a lien against the

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Common Elements owned by such other Owners. Each Owner shall indemnify and hold harmless each of the other Owners from and against all liability arising from the claims of any lien against the Unit of any other Owner or against the Common Elements for construction performed or for labor, materials, services or other products incorporated in the Owner's Unit at such Owner's request.

3.6 RIGHT OF ENTRY: The Association shall have the irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair and replacement of any of the Common Elements therein or accessible therefrom, or at any time for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units.

3.7 OWNER MAINTENANCE: An Owner shall maintain and keep in repair the interior of his own Unit, including the fixtures thereof. All fixtures and equipment installed with the Unit, commencing at a point where the utility lines, pipes, wires, conduits or systems (which for brevity are hereafter referred to as "utilities") enter the Unit, except as provided for herein, shall be maintained and kept in repair by the Owner thereof; and an Owner shall be obliged to promptly repair and replace any broken or cracked glass in windows and doors. An Owner shall be totally responsible for his own heating and cooling system as set forth herein.

3.8 ALTERATION: An Owner shall do no act nor any work that will impair the structural soundness and integrity of the building or impair any easement or hereditament. No waterbed shall be placed in any Unit without the prior written consent and approval in writing of the Board. No Owner shall in any way alter, modify, add to or otherwise perform any work whatever upon any of the Common Elements, Limited or General, without the prior written consent and approval in writing by the Board. Any such alteration or modification shall be in harmony with the external design and location of the surrounding structures and topography, and shall not be considered until submission to the Association of

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complete plans and specifications showing the nature, kind, shape, size, materials, color and location for all proposed work. During the Construction Period, Declarant shall have the sole right to approve or reject any plans and specifications submitted for consideration by an Owner.

3.9 RESTRICTION OF OWNERSHIP: As a restriction of the ownership provisions set forth in Paragraph 1.1r, "Unit", an Owner shall not be deemed to own the unfinished surfaces of the perimeter walls, floors, ceilings and roofs surrounding his Unit, nor shall such Owner be deemed to own the utilities running through his Unit which are utilized for, or serve, more than one (1) Unit, except as tenant-in-common with the other Owners. An Owner shall be deemed to own and shall maintain the interior, finished surfaces of the perimeter and interior walls, floors and ceilings, doors, windows and other such elements consisting of paint, wallpaper and other such finishing material.

3.10 LIABILITY FOR NEGLIGENT ACTS: In the event the need for maintenance or repair is caused through the willful or negligent act of an Owner, his family, guests or invitees, and is not covered or paid for by insurance either on such Unit or the Common Elements, the cost of such maintenance or repairs shall be added to and become a part of the Assessment to which such Unit is subject, pursuant to the provisions hereof.

3.11 SUBJECT TO DECLARATION AND BY-LAWS: Each Owner shall comply strictly with the provisions of this Declaration, the By-Laws and the decisions, resolutions, rules and regulations of the Association adopted pursuant thereto, as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or for injunctive relief, or both, maintainable by the Association on behalf of the Owners or, in proper case, by an aggrieved Owner.

ARTICLE IV

MANAGEMENT AND ADMINISTRATION

4.1 BY-LAWS: The administration of this Property shall be governed by the By-Laws of FOREST CREEK OWNERS ASSOCIATION, INC.,

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a non-profit corporation, referred to herein as the "Association". An owner of a Condominium Unit, upon becoming an Owner, shall be a Member of the Association and shall remain a Member for the period of his ownership. The Association shall be managed by a Board of Directors, duly appointed or elected, pursuant to the terms and conditions of the By-Laws. In addition, the Association shall enter into a Management Agreement upon the terms and conditions established in the By-Laws, and said Management Agreement shall be consistent with this Declaration.

4.2 DECLARANT CONTROL: Paragraph 4.1 notwithstanding, and for the benefit and protection of the Unit Owners and any First Mortgagees of record, for the sole purpose of insuring a complete and orderly buildout as well as a timely sellout of the Condominium Project, including any annexations or phases as provided for herein, the Declarant shall retain control of and over the Association for a maximum period not to exceed January 1, 1987, or upon the sale of seventy-five percent (75%) of the Units, including any intended annexations, or when in the sole opinion of the Declarant, the Project becomes viable, self-supporting and operational, whichever occurs first. It is expressly understood that the Declarant will not use said control for any advantage over the Unit Owners by way of retention of any residual rights or interests in the Association or through the creation of any management agreement with a term longer than one (1) year and with the right of termination by the Association without cause upon more than ninety (90) days notice to the other party thereto without majority Association approval upon relinquishment of Declarant Control. Should Declarant elect not to annex any of the adjoining tracts, then its control shall extend no longer than three (3) years from the recordation of this Condominium Declaration. Should Declarant elect to annex any of the adjoining tracts, then Declarant Control shall extend no longer than one (1) year from the date of the recordation of the first sale in the subsequent phases on the aforesaid and respective adjoining tracts. In no event shall control extend beyond January 1, 1987, if all proposed phases are annexed and incorporated herein by

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merger or supplemental declaration. At the end of the Declarant Control Period voting rights shall take effect and the Declarant, through the Board of Directors, shall call the first annual meeting of the Association.

4.3 TEMPORARY MANAGING AGENT: During the period of administration of this Condominium Project by Declarant, the Declarant may employ or designate a Temporary Manager or Managing Agent, who shall have and possess all of the rights, powers, authority, function and duties as may be specified in the contract of employment or as may be delegated by Declarant to him except for the right to effect capital improvements or repairs. The Declarant may pay such Temporary Manager or Managing Agent such compensation as it may deem reasonable for the services to be rendered, which compensation shall constitute a part of the Common Expenses of this Condominium Project and shall be paid out of the Association budget.

4.4 SPECIFIC POWER TO RESTRICT USE AND ENJOYMENT: Every Owner and the Declarant shall have a beneficial interest of use and enjoyment in the Common Elements subject to the following limitations, restrictions and provisions:

- a. The right of the Association to publish rules and regulations governing use of the Common Areas and the improvements and facilities located thereon, and to establish and enforce penalties for infractions thereof;
- b. The right of the Association to charge reasonable fees for the use of facilities within the Common Area, if such facilities are not used by all members equally;
- c. The right of the Association, subsequent to the Declarant Control Period, to borrow money and mortgage the Common Area and improvements for the purposes of improving the Common Area and facilities and in aid thereof to mortgage said property; providing, however, that the rights of any such Mortgagee in such property shall be subordinate to the rights of the Owners hereunder, and in no event shall any such Mortgagee have the right to terminate the Condominium Project established by this Declaration;

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d. The right and duty of the Association to suspend the voting rights and the rights to the recreational facilities by an Owner for any period during which any assessment against the Owner's Condomonium Unit remains unpaid;

e. The right of Declarant during the Construction Period, or the Association after the Construction Period, to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for the purposes, and subject to the conditions of such agency, authority or utility. No such dedication or transfer after the Construction Period shall be effective unless approved by fifty-one percent (51%) of all First Mortgagees and Owners representing an aggregate ownership interest of sixty-six and two-thirds percent (66-2/3%) of the Common Elements, and unless an instrument signed by the Board of Directors reflecting such vote of the Owners agreeing to such dedication or transfer and First Mortgagee approval has been duly recorded in the Office of the County Clerk of Washington County, Oklahoma;

f. The right of the Association to adopt, implement and maintain a private security system for the Premises consistent with applicable law;

g. The right of the Association to establish rules and regulations governing traffic within the Common Area, and to establish sanctions for any violation or violations of such rules and regulations.

h. The right of the Association to regulate noise within the premises, including, without limitation, the right of the Association to require mufflers on engines and to prohibit the use of devices producing excessive noise;

i. The right of the Association to control the visual attractiveness of the Property, including, without limitation, the right to require Owners to eliminate objects which are visible from the Common Area and which, in the Association's judgment, detract from the visual attractiveness of the Property.

4.5 MEMBERSHIP, VOTING, QUORUM, PROXIES:

a. MEMBERSHIP. Any person on becoming an Owner of a

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Condominium Unit shall automatically become a Member of the Association. Such membership shall terminate without any formal Association action whenever such person ceases to own a Condominium Unit, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with FOREST CREEK UNIT OWNERSHIP ESTATES during the period of such Ownership and Membership in the Association, or impair any rights or remedies which the Board of Directors of the Association or others may have against such former Owner and Member arising out of or in any way connected with such Ownership and Membership and the covenants and obligations incident thereto. No certificates of stock shall be issued by the Association, but the Board of Directors may, if it so elects, issue one (1) membership card to the Owner(s) of a Condominium Unit. Such membership card shall be surrendered to the Secretary whenever Ownership of the Condominium Unit designated thereon shall terminate.

b. VOTING. Unit Ownership shall entitle the Owner(s) to cast one (1) vote per Unit in the affairs of the Association, which vote will be weighted to equal the proportionate share of ownership of the Unit Owner in the Common Elements. Voting shall not be split among more than one (1) Unit Owner. The present number of votes that can be cast by the Unit Owners is thirty-nine (39). Should additional property be annexed in accordance with the phased development provisions hereof, the total number of votes shall be increased accordingly, and the weighted average adjusted to total one hundred percent (100%).

c. QUORUM. The majority of the Unit Owners as defined in Article I shall constitute a quorum.

d. PROXIES. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

4.6 INSURANCE:

a. The Association shall obtain and maintain at all times insurance of the type and kind provided hereinafter, including such other risks, of a similar or dissimilar nature, as are or

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shall hereafter customarily be covered with respect to any Condominium Buildings, fixtures, equipment and personal property, similar in construction, design and use, issued by responsible insurance companies authorized to do business in the State of Oklahoma. The insurance shall be carried in blanket policy form naming the Association, for the use and benefit of the individual Condominium Unit Owners, and all First Mortgagees as the insured. In addition, each policy or policies shall identify the interest of each Condominium Unit Owner and shall provide for a standard, noncontributory mortgage clause in favor of each First Mortgagee. Further, the policy shall insure against loss or damage by fire, vandalism, malicious mischief or such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Common Elements and the Units, and against such other hazards and for such amounts as the Board may deem advisable. Each Owner irrevocably designates the Owners Association, as Attorney-in-Fact, to administer and distribute such proceeds as is elsewhere provided in this Declaration. Such insurance policy shall also provide that it cannot be cancelled by either the insured or the insurance company until after ten (10) days prior written notice to each First Mortgagee and the Association. Said Board of Directors shall, upon request of any First Mortgagee, furnish a certified copy of each blanket policy and a separate certificate identifying the interest of the Mortgagor.

b. The Association shall keep a comprehensive policy or policies of public liability insurance covering the Common Elements of the Project and such policy or policies shall include a "Severability of Interest Endorsement" or equivalent coverage which will preclude the insurer from denying the claim of a Unit Owner because of negligent acts by the Association, its Board of Directors or a Unit Owner. Such policy or policies shall be in amounts of not less than One Hundred Thousand Dollars (\$100,000.00) per person, Three Hundred Thousand Dollars (\$300,000.00) per accident and Fifty Thousand Dollars (\$50,000.00) property damage plus an umbrella policy for not less

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than One Million Dollars (\$1,000,000.00) for all claims for personal injury, including death, and/or property damage arising out of a single occurrence; and the policy shall include water damage liability, liability for non-owned and hired automobiles, liability for property of others, legal liability arising out of lawsuits related to employment contracts of the Association, and such other coverage as is customarily deemed necessary with respect to projects similar in nature. Such insurance policies shall also provide that it cannot be cancelled by either the insured or the insurance company until after ten (10) days prior written notice to each First Mortgagee and the Association.

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

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

e. Any insurance obtained by the Association or a Unit Owner

shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against the Unit Owners, Association or their respective servants, agents and guests and that the policy obtained by the Association is primary in the event the Unit Owner has other insurance covering the same loss.

f. The Association shall maintain blanket fidelity bonds for all Officers, Directors and employees of the Association, including the Managing Agent, handling or responsible for funds of or administered by the Association. In no event may the aggregate amount of such bonds be less than a sum equal to three (3) months' aggregate assessments on all Units plus reserve funds. The bonds shall name the Association as an obligee and shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions. The premiums on all bonds, except for the Managing Agent, shall be a common expense. The bonds shall provide that they may not be cancelled by the insured or issuing company without ten (10) days prior written notice to each First Mortgagee and the Association.

ARTICLE V

MAINTENACE ASSESSMENTS

5.1 ASSESSMENTS FOR COMMON EXPENSES: All Owners shall be obligated to pay the estimated assessments imposed by the Association to meet the Common Expenses. Assessments for the estimated Common Expenses shall be due monthly in advance or on or before the first (1st) day of each month. Failure to pay by the fifteenth (15th) day of each month shall require the imposition and assessment of a late charge of Five Dollars (\$5.00).

Contribution for monthly assessments shall be prorated if the Ownership of a Condominium Unit commences on a day other than the first (1st) day of a month.

5.2 PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be used exclusively for the purposes of promoting the health, safety, welfare and recreation of the residents in the Property, and in particular for the improvement, maintenance and preservation of the Property, the services and the

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facilities devoted to said purposes that are related to the use and enjoyment of both the Common Elements and the Units situated upon the Property. Such uses may include, but are not limited to, the cost to the Association of the following: all insurance, repair, replacement and maintenance of the Common Elements; fire, extended coverage, vandalism, malicious mischief and liability insurance for the Condominium Units; management costs, taxes, legal and accounting fees as may from time to time be authorized by the Association; construction of other facilities; maintenance of easements upon, constituting a part of, appurtenant to or for the benefit of, the Property; mowing grass, caring for the grounds and landscaping; caring for the roofs and exterior surface of all buildings; garbage pickup; pest control; streets maintenance; outdoor lighting; security service for the Property; water and sewer service furnished to the Property by or through the Association; discharge of any liens on the Common Elements; and other charges required by this Declaration, or other charges that the Association is authorized to incur. In addition, the Association shall establish a reserve for repair, maintenance and other charges as specified herein.

5.3 DETERMINATION OF ASSESSMENTS: Notwithstanding Paragraph 5.5 hereof, the assessments shall be determined by the Board of Directors based upon the cash requirements necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Elements. This determination may include, among other items, taxes, governmental assessments, landscaping and grounds care, Common Area lighting, repairs and renovations, garbage collections, wages, water charges, legal and accounting fees, management costs and fees, expenses and liabilities incurred by the Association under or by reason of this Declaration, expenses incurred in the operation and maintenance of recreation and administrative facilities, payment of any deficit remaining from a previous period and the creation of a reserve contingency fund. The omission or failure of the Board to fix the assessment for any month shall not be deemed a waiver, modification or a release of

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the Owners from the obligation to pay.

The Declarant has made a good faith attempt to estimate the cost of maintaining and operating the Common Elements. In no event shall the Declarant be liable to any Unit Owner or Mortgagee because the actual cost may exceed or differ from the estimated budget.

5.4 INITIAL ASSESSMENT AND MAXIMUM MONTHLY ASSESSMENT:

a. Until December 31, 1982, the monthly assessments shall be made according to each Owner's proportionate or percentage interest in and to the General Common Elements provided in Exhibit "B" attached hereto.

b. From and after December 31, 1982, the Association may set the Monthly Assessment for the next succeeding twelve (12) month period at an amount which shall not exceed one hundred fifteen percent (115%) of the Monthly Assessment allowed for the preceding period, or one-twelfth (1/12) of one hundred fifteen percent (115%) of the actual total operating costs and expenses, including payments for the reserve fund of the Association for the preceding one (1) year period (or annualized amount if less than one [1] year), whichever is greater. The monthly assessments shall continue to be made according to each Owner's proportionate or percentage interest in and to the General Common Elements provided in Exhibit "B" attached hereto. If the Board determines that a greater increase of the Monthly Assessment is required to adequately perform the duties and responsibilities of the Association and pay all expenses thereof, then the Board may call a special meeting of the Owners. By the assent of Owners representing an aggregate ownership interest of sixty-six and two-thirds percent (66-2/3%) of the Common Elements, the Monthly Assessment may be set at whatever level such Owners approve. The new assessment shall become the basis for future annual increases, using the one hundred fifteen percent (115%) formula, as above outlined.

c. The Board of Directors shall have authority to lower the Monthly Assessment, if it deems feasible.

5.5 OBLIGATION OF DECLARANT FOR ASSESSMENTS AND MAINTENANCE:

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During the Declarant Control Period as provided for herein, the Declarant shall be responsible for the difference between the cost of maintenance and assessments received from the Unit Owners of each Building until all Units in said Building have been completed, as defined herein, or until Declarant transfers responsibility for said maintenance to the Association, as provided for herein, whichever first occurs. So long as Declarant is responsible for the maintenance of a Building, as provided herein, Declarant shall not be required to pay the Monthly Assessment for any Units owned by Declarant in said Building. With respect to the Buildings which Declarant is responsible for maintaining, as provided herein, said maintenance shall be at the level of maintenance established in accordance with Paragraph 5.3 hereof. During the Declarant Control Period, Declarant shall provide any additional funds necessary to pay actual cash outlays required to fund current operating expenses of the Association. Declarant shall not be obligated to fund any reserve accounts until after the Declarant Control Period has terminated. After the Declarant Control Period is terminated, Declarant shall pay the regular Monthly Assessment for each Unit or Units it owns.

5.6 SPECIAL ASSESSMENTS FOR IMPROVEMENTS: In addition to the annual assessments authorized above, the Association may levy in any calendar year a Special Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of improvements upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such Assessment shall be approved by Owners representing an aggregate ownership interest of sixty-six and two-thirds percent (66-2/3%) of the Common Elements. The Declarant will be treated as all other Unit Owners for purposes of Special Assessments.

5.7 COMMENCEMENT OF ASSESSMENTS: Payment of assessments by Unit Owners, including Owners of annexed Units pursuant to the phased development provisions contained herein, other than the Declarant as set forth herein, shall commence immediately upon acceptance of a conveyance to the particular Unit. The Monthly

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Assessments provided for herein shall be due on the first (1st) day of the month. The assessments shall be prorated if the ownership of a Unit commences on a day other than the first (1st) day of the month. On Units owned by the Declarant, the assessment shall commence on the first (1st) day of the month after the Declarant Control Period is terminated, or the first (1st) day of the month following the transfer to the Association of the responsibility for maintenance of the Building in which the Unit is located in accordance with Paragraph 5.5 herein. The Board shall fix the amount of the Monthly Assessments against such Unit at least thirty (30) days prior to December 31st of each year; provided, however, that the Board shall have a right to adjust the Monthly Assessments, as long as any such adjustment does not exceed the maximum permitted hereunder, with thirty (30) days written notice given to each Owner, at any time during such year. The due date shall be established by the Board, and, unless otherwise provided or unless otherwise agreed by the Association, the Board shall collect the assessments monthly in accordance with Paragraph 5.1 hereof.

5.8 NO EXEMPTION: No Owner may exempt himself from liability for his contribution towards the Common Elements by waiver of the use or enjoyment of any of the General or Limited Common Elements or by abandonment of his Unit.

5.9 LIEN FOR ASSESSMENTS:

a. All sums assessed but unpaid by a Unit Owner for its share of Common Expenses chargeable to its respective Condominium Unit, including interest thereon at eighteen percent (18%) per annum, shall constitute a lien on such Unit superior (prior) to all other liens and encumbrances, except only for:

(1) All taxes and special assessments levied by governmental and taxing authorities, and

(2) All liens securing sums due or to become due under any mortgage, vendor's lien or deed of trust filed for record prior to the time such costs, charges, expenses and/or assessment became due, and

(3) Judgments entered in a Court of record prior to

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the date of common expense assessment, and

(4) Mechanic's and materialmen's liens arising from labor performed or materials furnished upon a Unit prior to the date of such assessment, and

(5) Mechanic's and materialmen's liens for labor performed or material furnished upon the Common Elements to the extent of the proportionate part chargeable to the Unit Owners which constitute a part of an assessable charge for Common Expenses, satisfaction of which shall discharge the assessment to the extent of the payment made.

b. To evidence such lien the Association may, but shall not be required to, prepare written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the Condominium Unit and a description of the Condominium Unit. Such notice shall be signed by one (1) of the Board of Directors and may be recorded in Office of the County Clerk of Washington County, Oklahoma.

Such lien for the Common Expenses shall attach from the date of failure of payment of the assessment. Such lien may be enforced by foreclosure of the defaulting Owner's Condominium Unit by the Association. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien and all reasonable attorney's fees. The Owner shall also be required to pay to the Association a reasonable rental for the Condominium Unit during the period of foreclosure and the Association shall be entitled to a receiver to collect the same. The Association shall have the power to bid in the Condominium Unit at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

c. The amount of the Common Expenses assessed against each Condominium Unit shall also be a debt of the Owner thereof at the time the assessment is made. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing same.

d. In addition, to the extent permitted by law, Declarant reserves and assigns to the Association, without a recourse, a vendor's lien against each Unit to secure payment of a common

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assessment or special assessment which is levied pursuant to the terms hereof. Said liens may be enforced by appropriate judicial proceedings and the expenses incurred in connection therewith, including, but not limited to, interest, costs and reasonable attorney's fees, shall be chargeable to the Owner in default. Such lien shall be subordinated and inferior to those liens listed in Subparagraphs 5.9a(1) and (2).

e. Any encumbrancer holding a lien on a Condominium Unit may pay any unpaid Common Expense payable with respect to such Unit, and upon such payment, such encumbrancer shall have a lien on such Unit for the amount paid of the same rank as the lien of his encumbrance.

5.10 SUBORDINATION OF THE LIEN TO MORTGAGES: The lien of the assessments provided for herein shall be subordinated to the lien of any prior recorded mortgage or mortgages granted or created by the Owner of any Condominium Unit to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such Unit. Sale or transfer of any Unit shall not affect the assessment lien; provided, however, that the sale or transfer of any Condominium Unit pursuant to a foreclosure, a deed in lieu of foreclosure, assignment in lieu of foreclosure under such purchase money or improvement mortgages shall extinguish the lien of such assessments as to payments thereof coming due prior to such sale or transfer, except for claims for its pro-rata share of such assessments resulting from a reallocation among all Units. No sale or transfer shall relieve such Condominium Unit, or the Owners thereof, from liability for any assessments thereafter becoming due or from the lien thereof.

5.11 STATEMENT OF ASSESSMENTS: Upon the written request of any Owner or any encumbrancer or prospective encumbrancer of a Condominium Unit, the Association, by its Board of Directors, shall issue a written statement setting forth the unpaid assessments, if any, with respect to the subject Unit, the amount of the current monthly assessments, the date of such assessment and the due date, credit for advance payments or for prepaid items, including, but not limited to, insurance premiums, which

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shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless such request for a statement of indebtedness shall be complied with within twenty (20) days, all unpaid assessments which become due prior to the date of making of such request shall be subordinate to the lien of the person requesting such statement.

The Purchaser, Donee or other transferee of a Unit, by deed or other writing (herein called "Grantee") shall be jointly and severally liable with the transferor of such Unit (herein called "Grantor") for all unpaid assessments against the latter for his proportionate share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the Grantee's right to recover from Grantor the amounts paid by the Grantee. The Grantee shall be entitled to a statement from the Board of Directors, setting forth the amount of the unpaid assessments, if any, with respect to the subject Unit, the amount of the current Monthly Assessment and the date such assessment becomes due, as well as any credit for advanced payments or for prepaid items, including, but not limited to, insurance premiums. This statement shall be conclusive upon the Association. Unless such request for a statement of indebtedness shall be complied with within twenty (20) days of such request, such Grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for any unpaid assessments against the subject Condominium Unit accruing prior to such twenty (20) day period.

5.12 DISTRIBUTION OF COMMON PROFITS: The Common Profits of the Property shall be distributed according to the percentage or fraction of ownership of each Unit Owner in the Common Elements.

ARTICLE VI

DESTRUCTION OR OBSOLESCENCE OF IMPROVEMENTS

6.1 DESTRUCTION OR OBSOLESCENCE:

a. This Declaration hereby makes mandatory the irrevocable appointment of an Attorney-In-Fact to deal with the Property upon its destruction, obsolescence or condemnation. Title to any Condominium Unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any Grantee of a

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deed from the Declarant or from any Owner shall constitute appointment of the Attorney-In-Fact herein provided. All of the Owners irrevocably constitute and appoint FOREST CREEK OWNERS ASSOCIATION, INC., their true and lawful Attorney in their name, place and stead, for the purpose of dealing with the Property upon its destruction, obsolescence or condemnation, as hereinafter provided. As Attorney-In-Fact, the Association, by its authorized Officers, shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or any other instrument with respect to the interest of a Condominium Unit Owner which is necessary and appropriate to exercise the powers herein granted.

b. Repair and reconstruction of the improvement(s), as used in the succeeding subparagraphs, means restoring the improvement(s) to substantially the same condition in existence prior to the damage, with each Unit and Common Elements having the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be made available to the Association for the purposes of repair, restoration or replacements, unless the Owners representing an aggregate ownership interest of seventy-five percent (75%) of the Common Elements for Subparagraphs (1) and (2) and fifty-one percent (51%) of all of the First Mortgagees agree not to rebuild in accordance with the provisions set forth hereinafter:

(1) In the event of damage or destruction due to fire or other disaster, the insurance proceeds, if sufficient to reconstruct the improvement(s), shall be applied by the Association, as Attorney-In-Fact, to such reconstruction, and the improvement(s) shall be promptly repaired and reconstructed.

(2) If the insurance proceeds are insufficient to repair and reconstruct the improvement(s), and if such damage is not more than sixty-six and two-thirds percent (66-2/3%) of all of the Common Elements, not including land, such damage or destruction shall be promptly repaired and reconstructed by the Association, as Attorney-In-Fact

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using the proceeds of insurance and the proceeds of an assessment to be made against all of the Owners and their Condominium Units. Such deficiency assessment shall be a special assessment made pro rata according to each Owner's proportionate interest in and to the Common Elements and shall be due and payable within thirty (30) days after written notice thereof. The Association shall have the authority to cause the repair or restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an Owner to pay the assessment. The assessment provided for herein shall be a debt of each Owner and a lien on his Condominium Unit and may be enforced and collected as is provided in Article V hereof. In addition thereto, the Association, as Attorney-In-Fact, shall have the absolute right and power to sell the Condominium Unit of any Owner refusing or failing to pay such deficiency of the assessment within the time provided; and, if not so paid, the Association shall cause to be recorded a notice that the Condominium Unit of the delinquent Owner shall be sold by the Association. The proceeds derived from the sale of such Condominium Unit shall be used and disbursed by the Association, as Attorney-In-Fact, in the following order:

- (a) For payment of taxes and special assessment liens in favor of any governmental assessing entity;
 - (b) For payment of the balance of the lien of any first mortgage;
 - (c) For payment of any other lien superior to a Common Assessment lien;
 - (d) For payment of unpaid Common Expenses;
 - (e) For payment of junior liens and encumbrances in the order and extent of their priority; and
 - (f) The balance remaining, if any, shall be paid to the Condominium Unit Owner.
- (3) If more than sixty-six and two-thirds percent (66-2/3%) of all of the Common Elements, not including land,

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are destroyed or damaged, and if the Owners representing the aggregate ownership of one hundred percent (100%) of the Common Elements, do not voluntarily, within one hundred (100) days thereafter, make provision for reconstruction, which plan must have the approval of fifty-one percent (51%) of the First Mortgagees, the Property or so much thereof as shall remain, shall be subject to partition at the suit of any Owner, in which event the net proceeds of the sale, together with the net proceeds of insurance policies, shall be considered as one fund and shall be divided among all the Unit Owners in proportion to their respective undivided ownership of the Common Elements into thirty-nine (39) separate accounts, plus any annexed Units, each such account representing one (1) of the Condominium Units, in the total Project, after first paying off, out of the respective accounts of Unit Owners, to the extent sufficient for that purpose, all liens on the Unit of each Unit Owner. Each such account shall be in the name of the Association, and shall be further identified by the number of the Unit and the name of the Owner.

(4) If the Owners representing a total ownership interest of one hundred percent (100%) of the Common Elements adopt a plan for reconstruction, which plan has the approval of fifty-one percent (51%) of the First Mortgagees, then all of the Owners shall be bound by the terms and provisions of such plan. Any assessment made in connection with such plan shall be a Common Expense and made pro-rata according to each Owner's proportionate interest in the Common Elements and shall be due and payable as provided by the terms of the plan. The Association shall have the authority to cause the repair and restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an Owner to pay the assessment. The assessment provided for herein shall be a debt of each Owner and a lien on his Condominium Unit and may be enforced and

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collected as is provided in Paragraph 5.9 hereof. In addition thereto, the Association, as Attorney-In-Fact, shall have the absolute right and power to sell the Condominium Unit of any Owner refusing or failing to pay such assessment within the time provided. If the assessment is not paid, the Association shall cause to be recorded a notice that the Condominium Unit of the delinquent Owner shall be sold by the Association. The proceeds derived from sale of such Condominium Unit shall be used and disbursed by the Association, as Attorney-In-Fact, for the same purposes and in the same order as is provided in Subparagraphs b(2)(a) through (f) of Paragraph 6.1 hereof.

(5) The Owners representing an aggregate interest of ninety percent (90%) of the Common Elements may agree that the Common Elements of the Property are obsolete and that the same should be renewed or reconstructed. In such instance, the expense thereof shall be payable by all of the Owners as Common Expenses.

(6) The Owners representing an aggregate ownership interest of ninety percent (90%) of the Common Elements and sixty-seven percent (67%) of all holders of First Mortgages may agree that the Common Elements of the Property are obsolete and that the same should be sold. In such instance, the Property shall be subject to partition at the suit of any Unit Owner, in which event the net proceeds of sale shall be divided among all the Unit Owners into thirty-nine (39) separate accounts, plus any annexed Units, in proportion to their respective undivided ownership of the Common Elements, after first paying off out of the respective account of the Unit Owners all liens on the Unit of each Owner. Each such account shall be in the name of the Association, and shall be further identified by the number of the Unit and the name of the Owner.

6.2 JUDICIAL PARTITION: There shall be no judicial

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partition of the Project or any part thereof, nor shall Declarant or any person acquiring any interest in the Project or any part thereof seek any such judicial partition, until the happening of the conditions set forth herein in the case of damage or destruction or unless the property has been removed from the provisions of the Oklahoma Unit Ownership Estate Act; provided, however, that if any Condominium Unit shall be owned by two (2) or more co-tenants, as tenants-in-common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition between such co-tenants. But such partition shall not affect any other Condominium Unit.

6.3 CONDEMNATION:

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

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the condemning authority in lieu of such condemnation proceeding.

b. With respect to any such taking, all damages and awards shall be determined for such taking as a whole and not for each Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be paid to the account of each Owner in proportion to his percentage or fractional ownership interest in the General Common Elements to be applied or paid as set forth in Subparagraphs 6.1b(2)(a) through (f) hereof, unless restoration takes place as herein provided. The Association, if it deemes advisable, may call a meeting of the Owners, at which meeting the Owners, by a majority vote, shall decide whether to replace or restore, as far as possible, the General Common Elements so taken or damaged. In the event it is determined that such General Common Elements should be replaced or restored by obtaining other land or building additional structures, this Declaration and the Map attached hereto shall be duly amended by instrument executed by the Association, as Attorney-In-Fact, on behalf of the Owners. In the event that such eminent domain proceeding results in the taking of or damage to one (1) or more, but less than sixty-six and two-thirds percent (66-2/3%) of the total number of Condominium Units, then the damages and awards for such taking shall be determined for each Condominium Unit and the following shall apply:

(1) The Association shall determine which of the Condominium Units damaged by such taking may be made tenantable for the purposes set forth in this Declaration, taking into account the nature of this Condominium Project and the reduced size of each Condominium Unit so damaged.

(2) The Association shall determine whether it is reasonably practicable to operate the remaining Condominium Units of the Project, including those damaged Units which may be made tenantable, as a Condominium in the manner provided in this Declaration.

(3) In the event that the Association determines that it is not reasonably practicable to operate the undamaged

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Condominium Units and the damaged Units which can be made tenantable, then the Condominium Project shall be deemed to be regrouped and merged into a single estate owned jointly in undivided interest by all Owners, as tenants-in-common, in the proportionate ownership interest previously owned by each Owner in the General Common Elements.

(4) In the event that the Association determines it will be reasonably practicable to operate the undamaged Condominium Units and the damaged Units which can be made tenantable as a Condominium Unit, then the damages and awards made with respect to each Unit which has been determined to be capable of being made tenantable shall be applied to repair and to reconstruct such Condominium Unit so that it is made tenantable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against those Condominium Units which are tenantable. With respect to those Units which may not be tenantable, the award made shall be paid as set forth in Subparagraphs 6.1b(2)(a) through (f) hereof; and the remaining portion of such Units, if any, shall become part of the General Common Elements. Upon the payment of such award for the account of such Owner as provided herein, such Condominium Unit shall no longer be a part of the Condominium Project, and the proportionate ownership interest in the General Common Elements appurtenant to each remaining Condominium Unit which shall continue as part of the Condominium Project shall be equitably adjusted to distribute the ownership of the undivided interest in the General Common Elements among the reduced number of Owners. If sixty-six and two-thirds percent (66-2/3%) or more of the Condominium Units are taken or damaged by such taking, all damages and awards shall be paid to the accounts of the Owners of Units, as provided herein, in proportion to their percentage or fractional ownership interests in the General Common Elements; and this Condominium Project shall terminate upon such payment. Upon such termination, the Condominium Units and General Common

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Elements shall be deemed to be regrouped and merged into a single estate owned in undivided interest by all Owners as tenants-in-common in the proportionate ownership interest previously owned by each Owner in the General Common Elements. Any damages or awards provided in this paragraph to be paid to or for the account of any Owner by the Association shall be applied as set forth in Subparagraphs 6.1b (2) (a) through (f) hereof. Such action shall require the approval of at least fifty-one percent (51%) of all First Mortgagees.

ARTICLE VII

PROTECTION OF MORTGAGEE

7.1 NOTICE TO ASSOCIATION: An Owner who mortgages his Unit shall notify the Association, giving the name and address of his Mortgagee. Each Mortgagee shall be permitted to notify the Association of the fact that such Mortgagee holds a deed of trust or mortgage on a Condominium Unit. The Board shall maintain such information in a book entitled "Mortgagees of Condominium Units".

7.2 NOTICE OF DEFAULT: The Association shall notify a First Mortgagee in writing, upon request of such Mortgagee, of any default by the Mortgagor in the performance of such Mortgagor's obligations, as set forth in this Declaration, which is not cured within thirty (30) days.

7.3 EXAMINATION OF BOOKS: The Association shall permit First Mortgagees and the Veteran's Administration to examine the books and records of the Association upon request.

7.4 RESERVE FUND: The Association shall establish adequate reserve funds for replacement of Common Element components and fund the same by regular monthly payments rather than by extraordinary special assessments. In addition, there shall be established a working capital fund for the initial operation of the Condominium Project equal to at least two (2) months' estimated Common Elements charge for each Unit, said deposit to be collected at closing of the Unit sale. Said charge shall not be deemed to be an advance payment of regular monthly assessments.

7.5 ANNUAL AUDITS: The Association shall furnish each First Mortgagee and the Veteran's Administration an annual audited

financial statement of the Association within ninety (90) days following the end of each fiscal year of the Association.

7.6 NOTICE OF MEETINGS: The Association shall furnish each First Mortgagee upon request of such Mortgagee, prior written notice of all meetings of the Association and permit the designation of a representative of such Mortgagee to attend such meetings, one such request to be deemed to be a request for prior written notice of all subsequent meetings of the Association.

7.7 APPROVAL FOR AMENDMENTS TO DECLARATION, ETC.: The prior written approval of fifty-one percent (51%) of all First Mortgagees shall be required for the following, unless a different percentage is set forth therein:

a. Abandonment or termination of FOREST CREEK UNIT OWNERSHIP ESTATES as a Unit Ownership Estate, (except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain) shall require sixty-seven percent (67%) First Mortgagee approval;

b. Any material amendment to the Declaration or to the By-Laws of the Association, including, but not limited to, any amendment which would change the percentage or fraction of interest of Unit Owners in the Common Elements, except as provided for pursuant to the provisions contained herein for phased development; and

c. The effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Project.

Any First Mortgagee or eligible mortgage holder who receives a written request to approve additions or amendments who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

7.8 NOTICE OF DAMAGE OR DESTRUCTION: The Association shall furnish the First Mortgagees timely written notice of any substantial damage or destruction of any Unit if such loss exceeds One Thousand Dollars (\$1,000.00) and of any part of the Common Elements if such loss exceeds Ten Thousand Dollars (\$10,000.00).

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7.9 MANAGEMENT AGREEMENTS: Any management agreement entered into by the Association will be terminable by the Association for cause upon not more than thirty (30) days written notice, and the term of such management agreement will not exceed the period of one (1) year, renewable by agreement of the parties to such agreement for successive one (1) year periods. In the event of the termination of the management agreement, as provided herein, the Association shall enter into a new management agreement with a new management company prior to the effective date of the termination of the old management agreement. The decision to terminate professional management and assume self-management shall require the approval of Unit Owners with at least sixty-seven percent (67%) aggregate Common Element Ownership interests and fifty-one percent (51%) of all First Mortgagees.

7.10 RIGHT TO PARTITION: No Unit may be partitioned or subdivided by the Owner thereof without the prior written approval of fifty-one percent (51%) of all First Mortgagees.

7.11 TAXES, ASSESSMENTS AND CHARGES: All taxes, assessments and charges which may become liens prior to the First Mortgage under local law shall relate only to the individual Condominium Units and not to the Condominium Project as a whole.

7.12 OTHER ACTS BY ASSOCIATION REQUIRING APPROVAL OF FIRST MORTGAGEES OR OWNERS: Unless fifty-one percent (51%) of all of the First Mortgagees (based upon one [1] vote for each First Mortgage owned), and Owners (other than the Declarant) of the individual Condominium Units have given their prior written approval, the Association shall not be entitled to:

- a. By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements; and
 - b. Use hazard insurance proceeds for losses to any Condominium Property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the Units or as otherwise provided in this Declaration.
- The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by

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the Condominium Project shall not be deemed a transfer within the meaning of this paragraph.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.1 AMENDMENT: Subject to the provisions contained herein for phased development and Paragraph 7.7 hereof, this Declaration shall not be revoked unless the Owners representing an aggregate ownership interest of ninety percent (90%) of the Common Elements agree to such revocation nor shall the provisions herein be amended unless the Owners representing an aggregate ownership interest of seventy-five percent (75%) agree to such amendment, and such revocation or amendment be duly recorded, but no amendment shall affect Declarant's right to exercise the duties and functions of the Board of Directors, as allowed and provided for herein.

8.2 CORRECTION OF ERROR: Declarant reserves, and shall have the continuing right, until the end of the Construction Period, without the consent of the other Owners or any Mortgagee to amend this Declaration or the By-Laws for the purpose of resolving or clarifying any ambiguities or conflicts herein, or correcting any inadvertent misstatements, errors or omissions herein, or to comply with the requirements of Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veteran's Administration or Federal Housing Administration, provided that no such amendment shall change the stated number of Units or proportionate ownership interest in the Common Elements attributable thereto, except as concerns the provisions for phased developments contained herein.

8.3 OWNERSHIP OF COMMON PERSONAL PROPERTY: Upon termination of the Construction Period, as defined herein, Declarant shall execute and deliver a bill of sale to the Association transferring all items of personal property located on the Premises, furnished by Declarant, and intended for the common use and enjoyment of the Condominium Unit Owners and occupants. No Owner shall have any interest and right thereto, and all such right and interest shall absolutely terminate upon the Owner's termination of possession of

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his Condominium Unit.

8.4 CHANGE IN DOCUMENTS: The holder of any mortgage covering any of the Condominium Units shall be entitled to written notification from the Association thirty (30) days prior to the effective date of any change in the Condominium Documents.

8.5 NOTICE: All notices, demands or other notices intended to be served upon an Owner shall be sent by ordinary or certified mail, postage prepaid, addressed in the name of such Owner in care of the Unit number and Building address of such Owner. All notices, demands or other notices intended to be served upon the Board of Directors of the Association or the Association, shall be sent by ordinary or certified mail, postage prepaid, to Robert M. Fraser, 400 Valley View Drive, Bartlesville, Oklahoma, 74003, until such address is changed by a notice of address change duly recorded in the Office of the County Clerk, Washington County, Oklahoma.

8.6 CONFLICT BETWEEN DECLARATION AND BY-LAWS: Whenever the application of the provisions of this Declaration conflict with the application of any provision of the By-Laws adopted by the Association, the provisions or application of this Declaration shall prevail.

8.7 INVALIDATION OF PARTS: If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration and the application of any provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

8.8 OMISSIONS: In the event of the omission from this Declaration of any word, sentence, clause, provision or stipulation which shall be necessary for the accomplishment of the intent and purposes hereof, or any part hereof, then such omitted matter shall be supplied by inference and/or by reference to the Act.

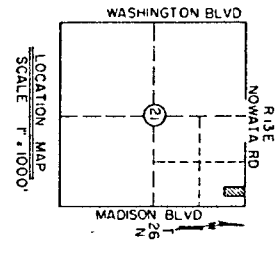
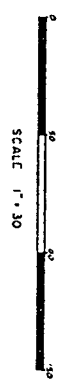
8.9 OKLAHOMA UNIT OWNERSHIP ESTATE ACT: The provisions of this Declaration shall be in addition and supplement to the Unit

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FOREST CREEK CONDOMINIUMS ——— PHASE I

EXHIBIT "A"
to the declaration of Unit Ownership
interests recording for Forest Creek
Condominiums

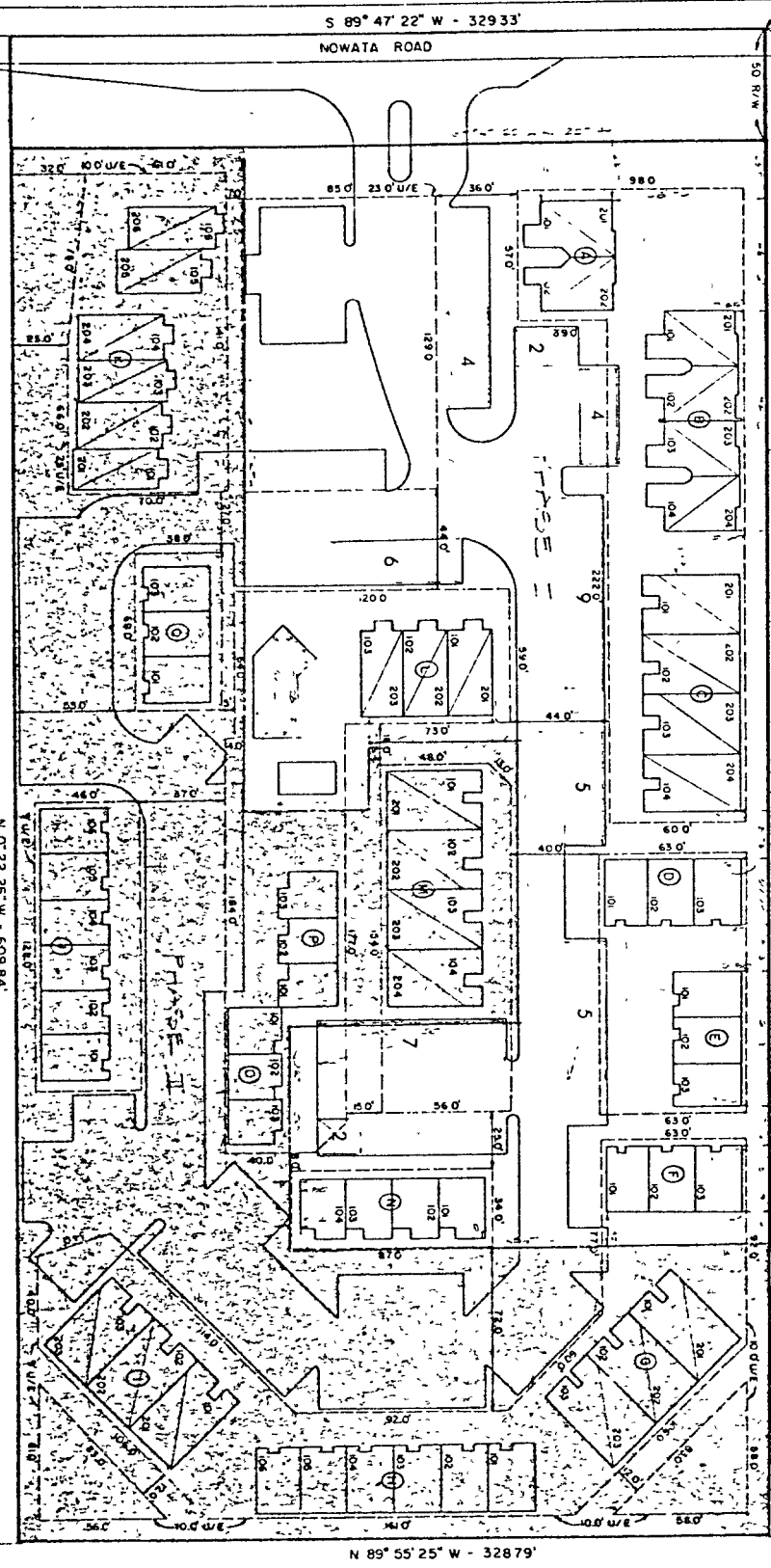
Page 1 of 8



NE CORNER OF THE
1/2 OF THE NE 1/4,
SEC 21, T 28N, R 13E

SECTION LINE
329.07

S 89° 47' 22" W - 329.33'
NOWATA ROAD



S 0° 19' 36" E - 611.48'

N 89° 55' 25" W - 328.79'

SURVEYOR'S CERTIFICATE
I, JOHN O. STEPHENSON, do hereby
certify that I am a Registered Professional Engineer
and Land Surveyor in the State of Oklahoma
and at the instance of the owner made the
above described survey and that the annexed
plot is a true and accurate representation of the
improvements shown, and of that there can be
determined therefrom the identification, location,
dimensions, and size of each unit and of the
common elements.

STATE OF OKLAHOMA
COUNTY OF WASHINGTON
Before me the undersigned, a notary public in and
for said County and State on this 21 day of
April, 1984, personally appeared
John O. Stephenson

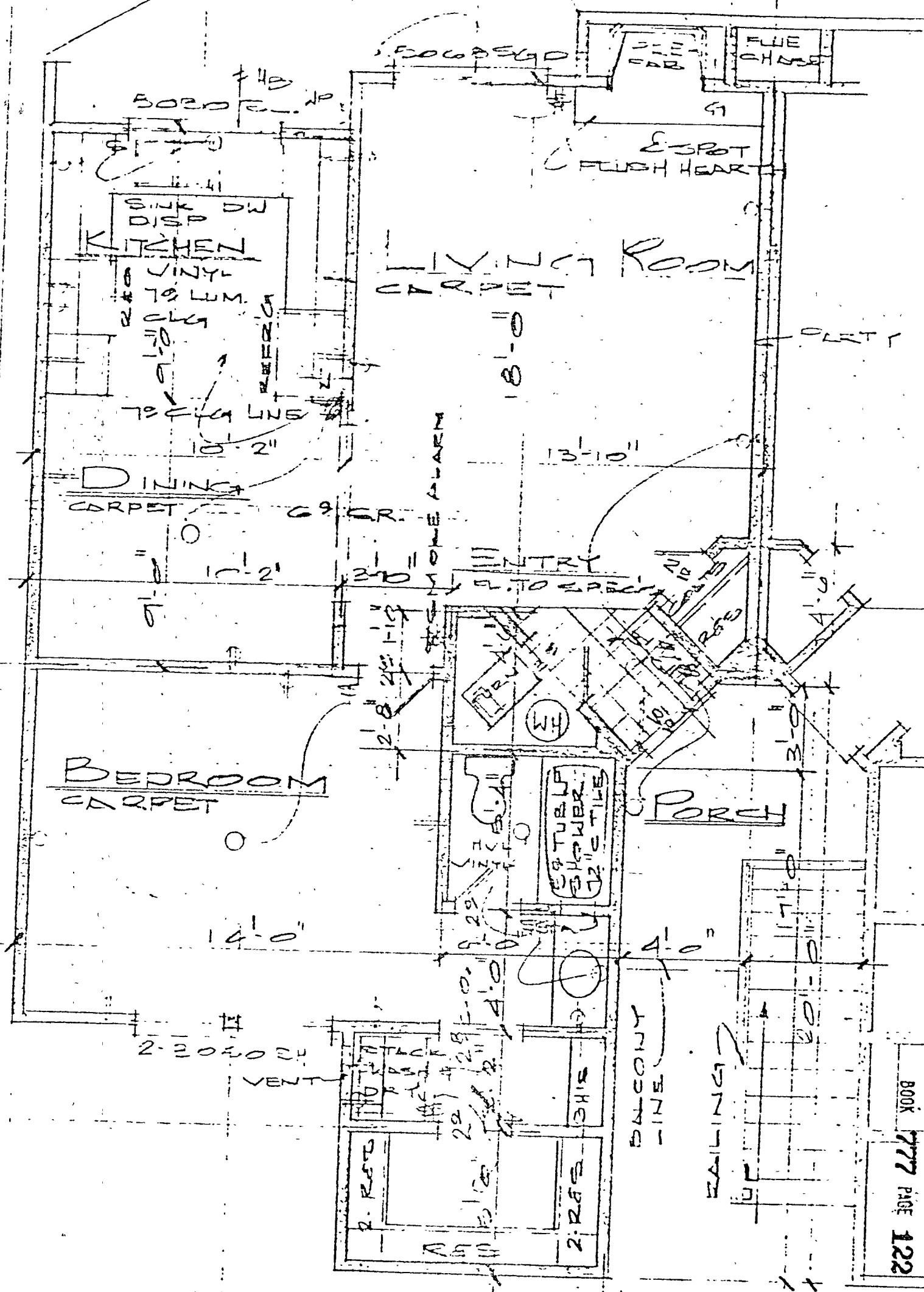
to me known to be the identical person(s) who
executed the within and foregoing instrument and
acknowledged to me that he/she/they executed the
same as his/hers/their free and voluntary act and
deed for the uses and purposes set forth
by commission expires
2-11-1987

John O. Stephenson

NOTES:

- ① Bld ① contains 4 1/2 floor plan units
- Bld. ② contains 6 1/2 floor plan units
- Bld. ③ contains 6 1/2 floor plan units
- Bld. ④ contains 6 1/2 floor plan units
- Bld. ⑤ contains 6 1/2 floor plan units
- Bld. ⑥ contains 6 1/2 floor plan units
- Bld. ⑦ contains 6 1/2 floor plan units
- Bld. ⑧ contains 6 1/2 floor plan units
- Bld. ⑨ contains 4 1/2 floor plan units
- ② Phase II as shown for informational purposes only & is not part of this plat.

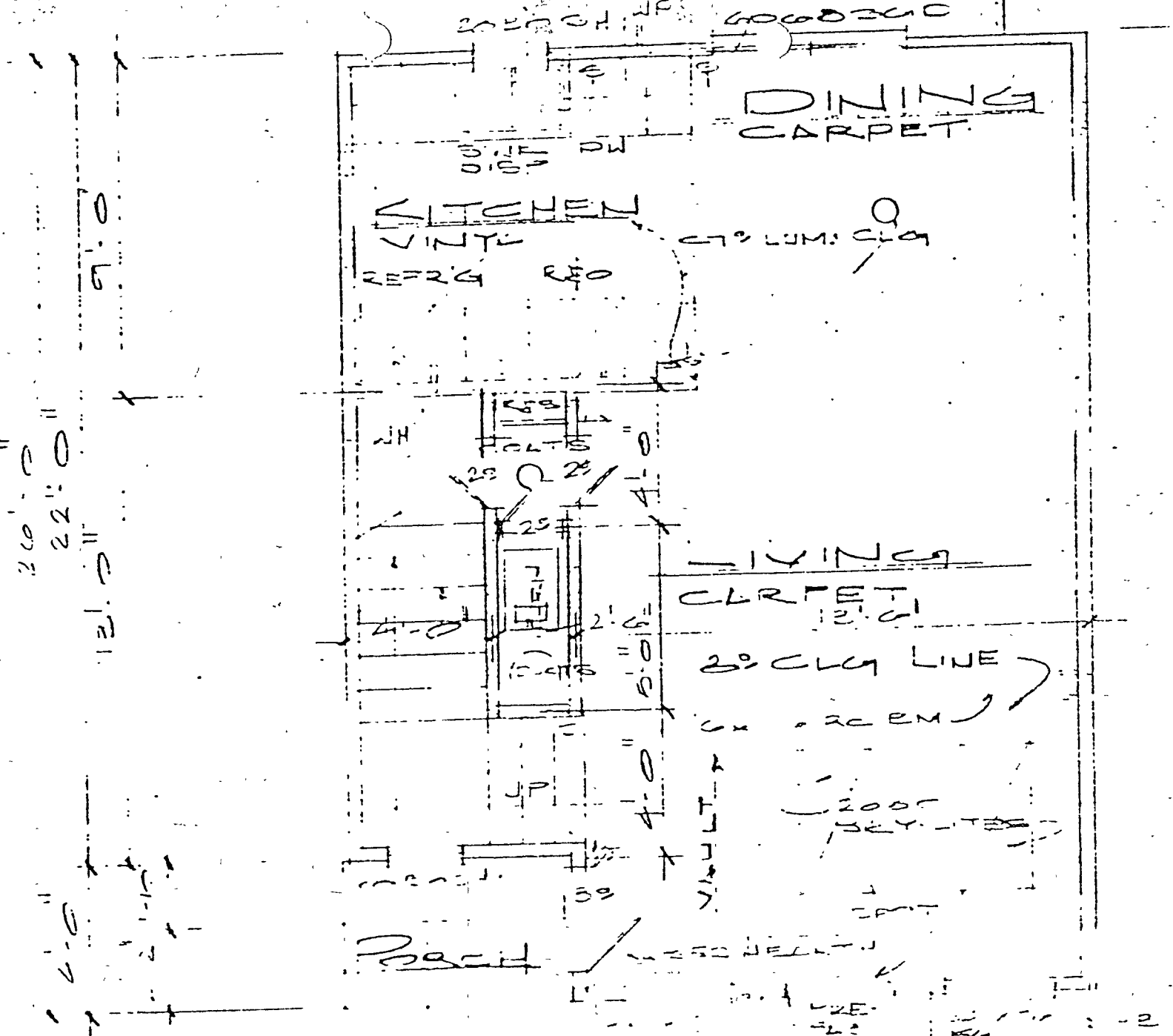
PLAN OF DECK TO SPEC



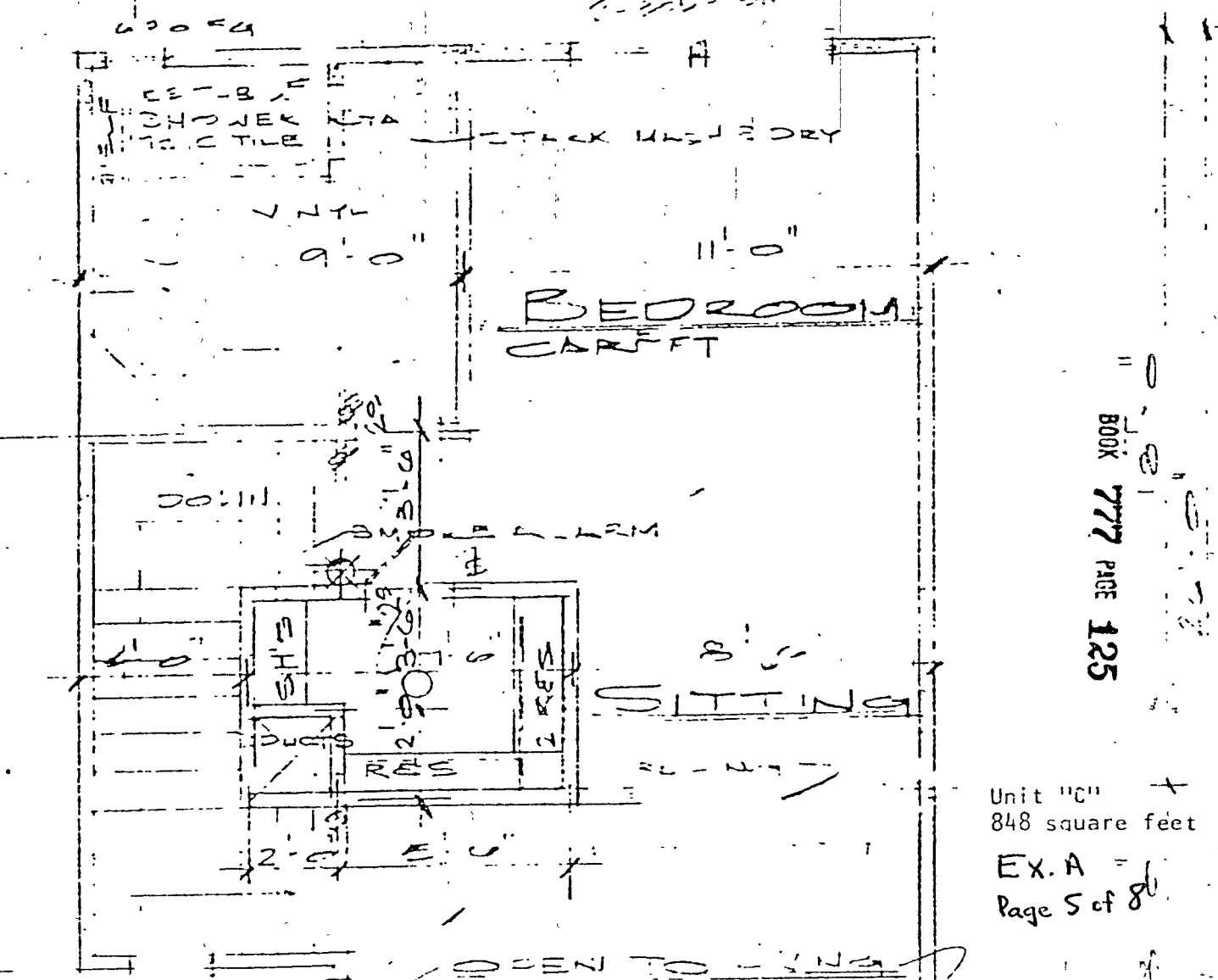
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UNIT "A"
780 square feet

Ex. A
Page 2 of 8

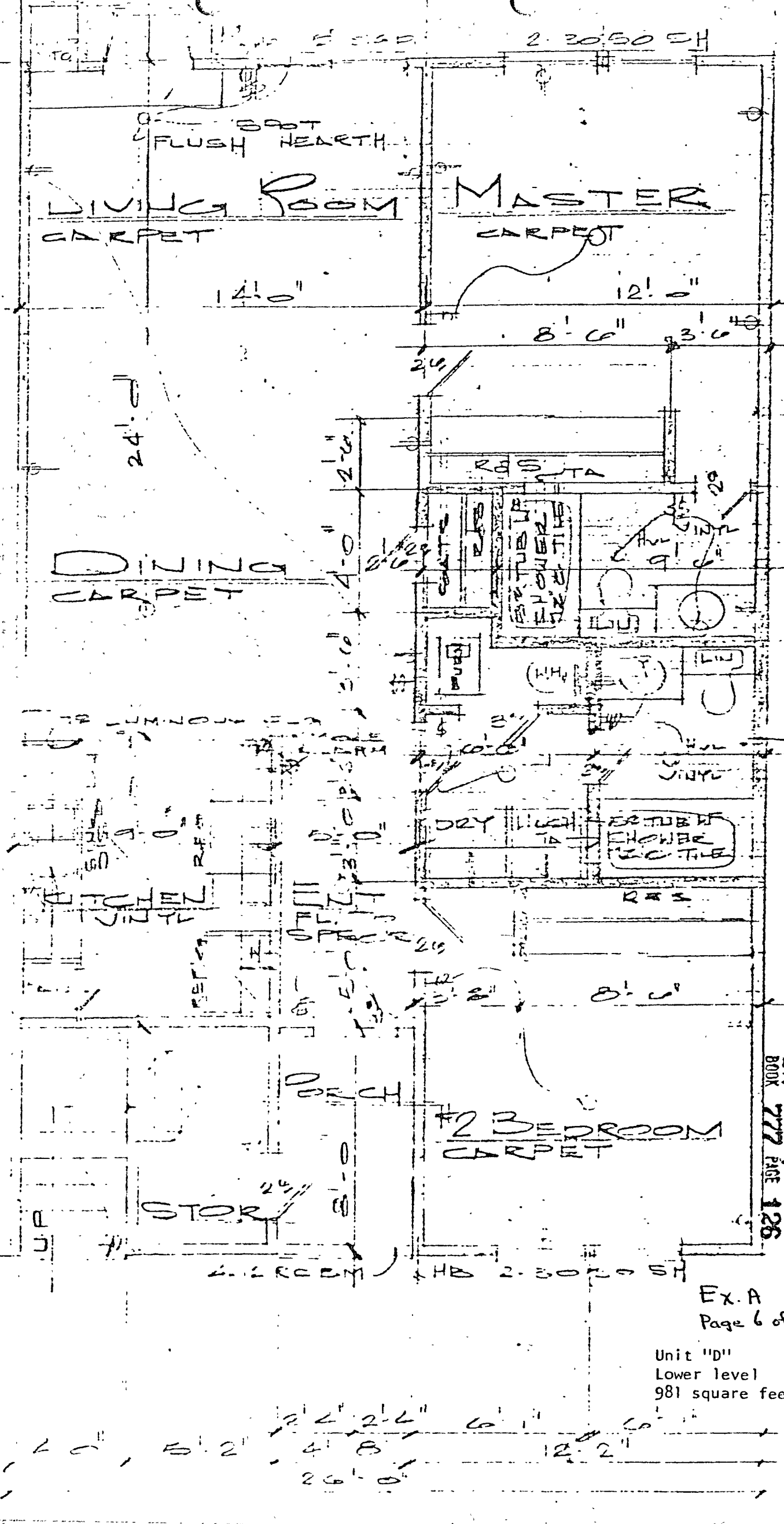


LOWER LEVEL



BOOK 777 PAGE 125

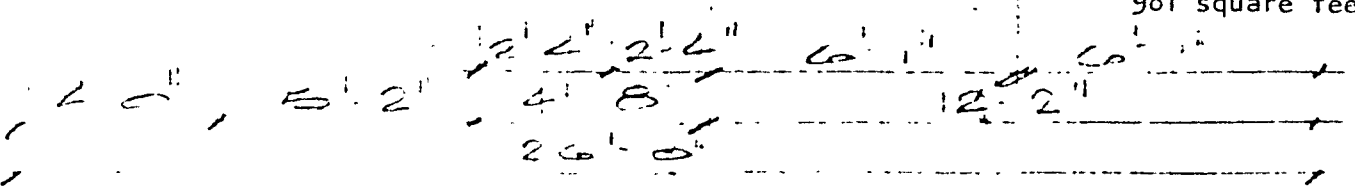
Unit "0"
848 square feet
EX. A
Page 5 of 8



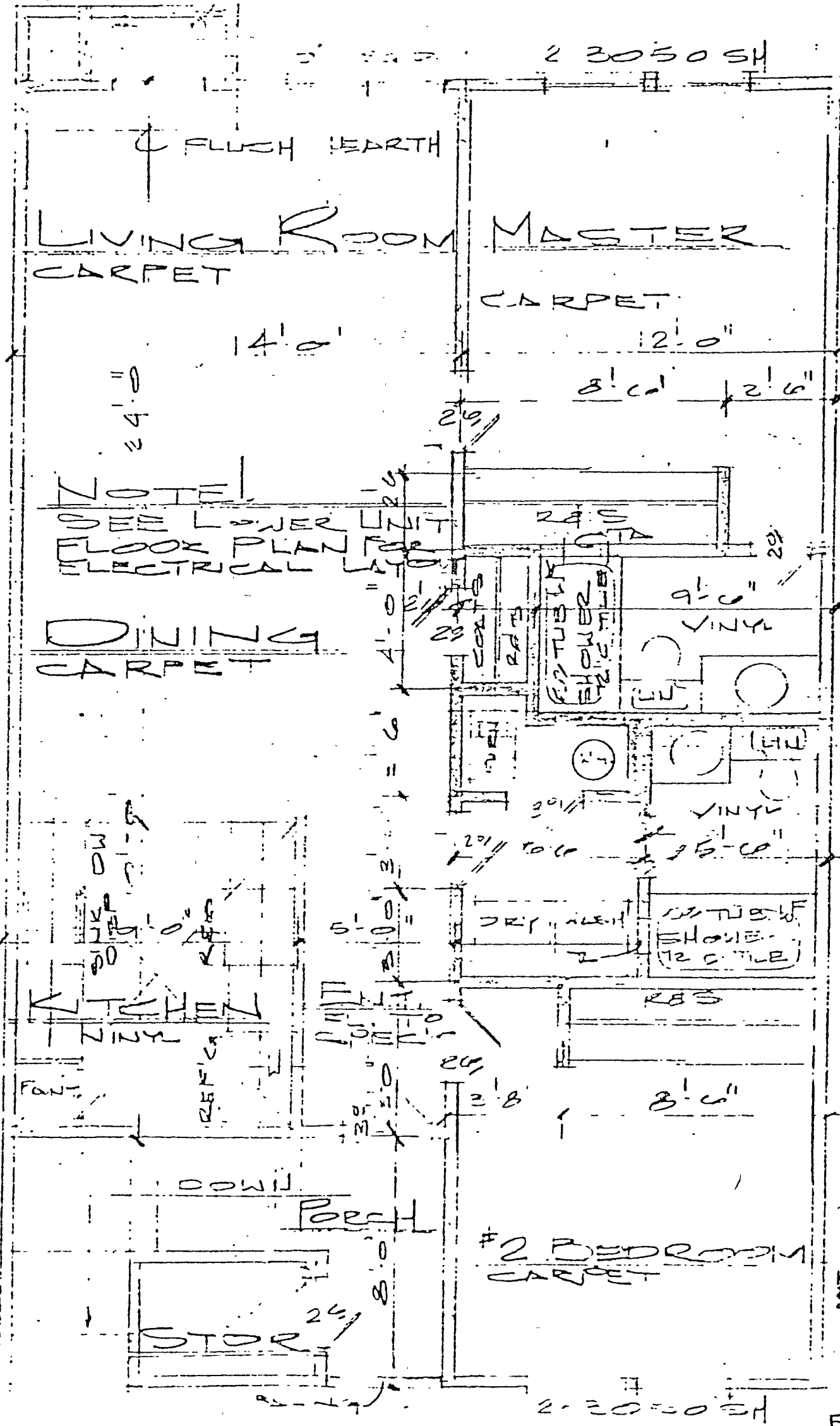
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EX. A
Page 6 of

Unit "D"
Lower level
981 square feet



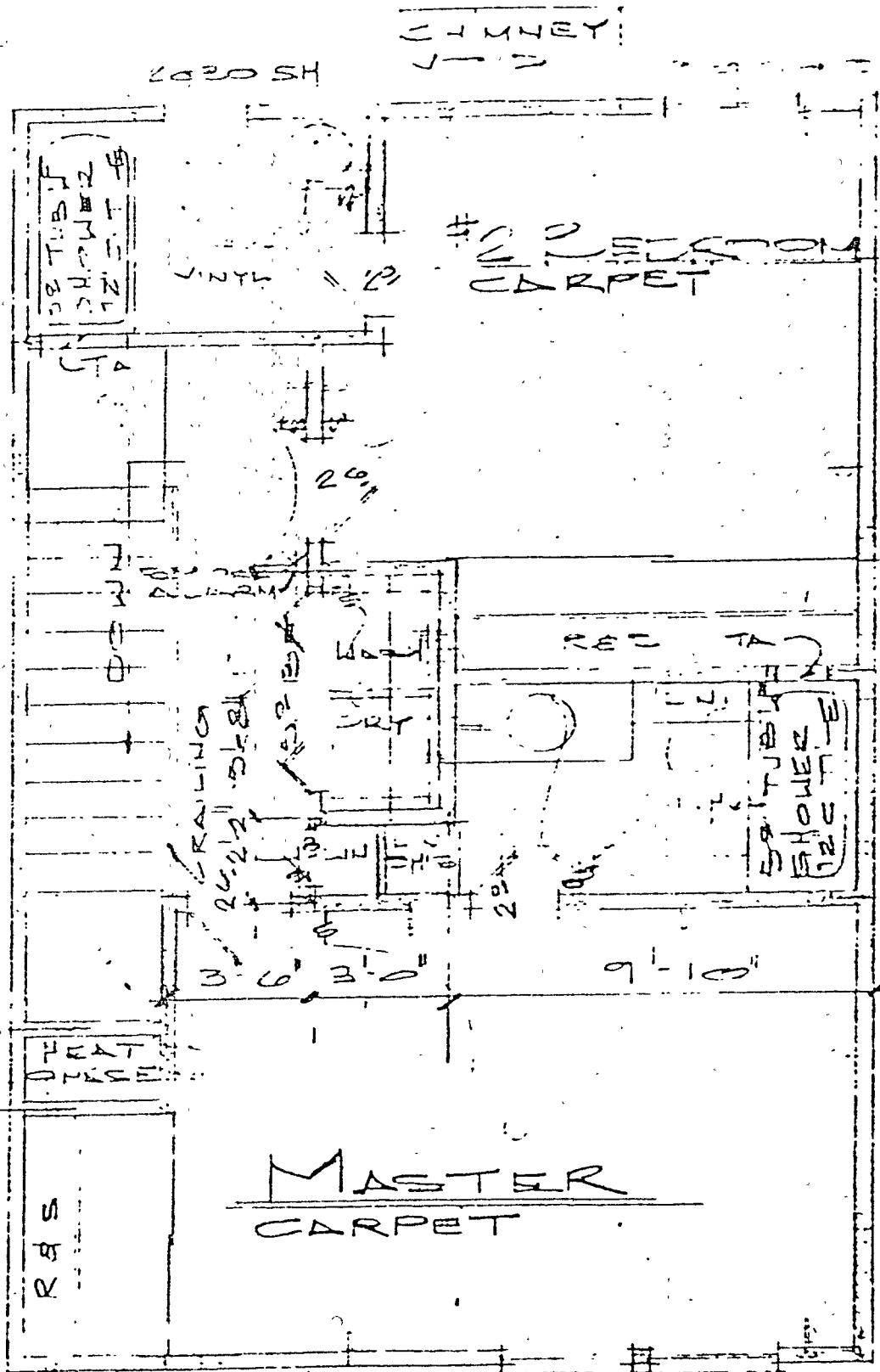
DECK TO SPEEDS



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Ex. A
Page 7 of 8

Unit "D"



BOOK 777 PAGE 128

Unit "E"
1,148 square feet

Ex. A
Page 8 of 8

UPPER FLOOR PLAN

EXHIBIT "B"
TO THE
DECLARATION OF UNIT OWNERSHIP ESTATES
FOR
FOREST CREEK CONDOMINIUMS

Percentage Ownership Interest
In and To the Common Elements

Forest Creek Condominiums-Phase I

Unit	Type	Percentage Ownership Interest
A-101	A	2.184
A-102	A	2.184
A-201	A	2.184
A-202	A	2.184
B-101	A	2.184
B-102	A	2.184
B-103	A	2.184
B-104	A	2.184
B-201	A	2.184
B-202	A	2.184
B-203	A	2.184
B-204	A	2.184
C-101	D	2.743
C-102	D	2.743
C-103	D	2.743
C-104	D	2.743
C-201	D	2.743
C-202	D	2.743
C-203	D	2.743
C-204	D	2.743
D-101	E	3.220
D-102	E	3.220
D-103	E	3.220
E-101	E	3.220
E-102	E	3.220
E-103	E	3.220
F-101	E	3.220
F-102	E	3.220
F-103	E	3.220
L-101	B	2.128
L-102	B	2.128
L-103	B	2.128
L-201	B	2.172
L-202	B	2.172
L-203	B	2.172
N-101	E	2.380
N-102	E	2.380
N-103	E	2.380
N-104	E	2.380
		100%

Upon annexation of Phase II, the maximum and minimum Percentage Ownership Interest in and to the Common Elements for the various Unit types is as follows:

Unit Type	Maximum	Minimum
A	1.035	.765
B	1.051	.777
C	1.146	.846
D	1.348	.996
E	1.550	1.146

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EXHIBIT "C"

TO THE

DECLARATION OF UNIT OWNERSHIP ESTATES

FOR

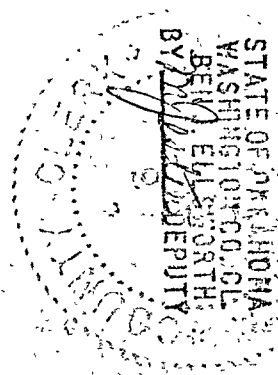
FOREST CREEK CONDOMINIUMS

The West Half of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter (W/2 NE/4 NE/4 NE/4) of Section Twenty-one (21), Township Twenty-six (26) North, Range Thirteen (13) East, Indian Meridian, Washington County, Oklahoma, less the northerly 50' for right-of-way on Nowata Road, and also less the following described tract:

Commencing at the NE corner of said Section 21; thence along the North section line S89°47'22"W a distance of 329.07'; thence S0°19'36"E a distance of 50.00' to a point on the Southerly right-of-way line of Nowata Road, said point being the TRUE POINT OF BEGINNING; thence S0°19'36"E 450'; thence West 210'; thence North 100'; thence East 100'; thence North 125'; thence West 65'; thence South 30'; thence West 55'; thence North 254.16' to the Southerly right-of-way line of Nowata Road; thence along said right-of-way line N89°47'22"E 227.44' to the point of beginning again

FILED

APR 23 4 08 PM '82



BY-LAWS
OF
FOREST CREEK OWNERS ASSOCIATION, INC.
(An Oklahoma Non-Profit Corporation)
Washington County, Oklahoma

94557

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FOREST CREEK OWNERS ASSOCIATION, INC.

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BY-LAWS
OF
FOREST CREEK OWNERS ASSOCIATION, INC.
(AN OKLAHOMA NON-PROFIT CORPORATION)

ARTICLE I

NAME

1.1 NAME: The name of the organization shall be THE FOREST CREEK OWNERS ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II

PURPOSE AND OWNER OBLIGATION

2.1 PURPOSE: The purpose for which this non-profit Association is formed is to govern the real property situated in the County of Washington, State of Oklahoma (hereinafter called "Property" or "Condominium Property" or "Project"), which Property is described on the attached Exhibit "A", which by this reference is made a part hereof, and which Property has been submitted to the provisions of the Unit Ownership Estate Act of the State of Oklahoma as set forth in the Declaration of Unit Ownership Estates for Forest Creek Condominiums, hereinafter called the "Declaration".

2.2 OWNER OBLIGATION: All present or future owners, tenants, future tenants or any other person who might use the facilities of the Project in any manner, are subject to the regulations set forth in these By-Laws. The mere acquisition or rental of any of the Unit Ownership Estates (hereinafter referred to as "Units" or "Condominium Units") of the Project or the mere act of occupancy of any of said Units will signify that these By-Laws are accepted, ratified and will be strictly followed.

ARTICLE III

DEFINITIONS AND TERMS

3.1 DEFINITIONS: As used herein, the terms shall be defined as set forth in the Declaration unless specifically defined herein or unless the context shall expressly provide otherwise.

3.2 MEMBERSHIP: Any person on becoming an Owner of a Condominium Unit shall automatically become a Member of this Association and be subject to these By-laws. Such Membership shall terminate without any formal Association action whenever such person ceases to own a Condominium Unit. Such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with FOREST CREEK UNIT OWNERSHIP ESTATES during the period of Ownership and Membership in this Association, or impair any rights or remedies which the Board of Directors of the Association or others may have against such former Owner and Member arising out of or in any way incident thereto. No certificates of stock shall be issued by the Association, but the Board of Directors, if it so elects, may issue one (1) Membership Card per Unit to the Owner(s) of a Condominium Unit. Such Membership Card shall be surrendered to the Secretary whenever ownership of the Condominium Unit designated thereon is terminated.

3.3 VOTING: Unit ownership shall entitle the Owner(s) to cast one (1) vote per Unit in the affairs of the Association as set forth in the Declaration, which vote will be weighted to equal the proportionate share of ownership of the Unit Owner in the Common Elements. Voting shall not be split among more than one (1) Unit Owner. The present number of votes that can be cast by the Unit Owners is thirty-nine (39). The combined weighted votes calculated in accordance with Exhibit "B" to the Declaration shall equal one hundred percent (100%). Should any additional property be annexed in accordance with Paragraph 2.12 of the Declaration, the total number of votes shall be increased accordingly, and the weighted average adjusted to total one hundred percent (100%).

3.4 MAJORITY OF UNIT OWNERS: As used in these By-Laws, the term "majority of Unit Owners" shall mean those Owners of more than fifty percent (50%) of the aggregate interest in the general common elements as established by the Declaration. Pursuant to Section 520 of the Act, a majority of Unit Owners is required to adopt any decision unless a greater percentage requirement is set forth herein.

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3.5 QUORUM: Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of Unit Owners" as defined in Paragraph 3.4 of this Article shall constitute a quorum

3.6 PROXIES: Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

ARTICLE IV

ADMINISTRATION

4.1 DECLARANT CONTROL: Notwithstanding any provisions herein to the contrary, and in accordance with Paragraphs 4.2 and 4.3 of the Declaration, the Declarant, Forest Creek Development Company, Inc., shall retain control over management of the affairs of the Association. This retention of control shall be for the benefit of the Unit Owners and any First Mortgagees of Record and for the purpose of insuring both a complete and orderly buildout and timely sellout of the Project Units, including any annexations. This control shall last no longer than January 1, 1987, or upon sale of seventy-five percent (75%) of the Units, including subsequent annexations, or when in the sole opinion of the Declarant the Project is viable, self-supporting and operational, whichever occurs first.

4.2 ASSOCIATION RESPONSIBILITIES: The Owners of the Units will constitute the Council of Unit Owners, hereinafter referred to as "Association", who will have the responsibility of administering the Project through a Board of Directors.

4.3 PLACE OF MEETINGS: All annual and special meetings of the Association shall be held at the principal office of the Association or at such other suitable and convenient place as may be permitted by law and from time to time fixed by the Directors and designated in the notices of such meetings.

4.4 ANNUAL MEETINGS: Annual meetings shall be held the second (2nd) Tuesday of November each year, at 7:30 P.M.

4.5 SPECIAL MEETINGS: It shall be the duty of the President to call a special meeting of the Owners as directed by resolution of the Board of Directors or upon a petition signed by at least

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twenty-five percent (25%) of the Owners and presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the Owners present, either in person or by proxy.

4.6 NOTICE OF MEETINGS:

(a) The Secretary shall mail notice of annual and special meetings to each Member of the Association, directed to his last known post office address as shown on the records of the Association, by uncertified mail, postage prepaid. Such notice shall be mailed not less than ten (10) days nor more than twenty (20) days before the date of such meeting and shall state the date, time and place of the meeting and the purpose or purposes thereof. In lieu of mailing notice as herein provided, such notice may be delivered by hand or left at his residence in his absence. If requested, any Mortgagee of Record or its designee may be entitled to receive similar notice.

(b) In order to determine the identity of Unit Owners entitled to notice of or to vote at any meeting of the Association or for any other proper purpose, the Board of Directors may provide that the Unit Owners Register shall be closed for a period not to exceed thirty (30) days prior to any meeting.

4.7 ADJOURNED MEETING: If any meeting of Owners cannot be organized because a quorum has not attended, the Owners who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is attained.

4.8 ORDER OF BUSINESS: The Order of business at all meetings of the Owners of Units shall be as follows:

- a. Roll call
- b. Proof of notice of meeting or waiver of notice
- c. Reading of minutes of preceding meeting
- d. Reports of Officers
- e. Reports of Committees
- f. Election of Directors
- g. Unfinished business

h. New business.

4.9 FISCAL YEAR: The fiscal year of the Corporation shall end at midnight on December 31, of each calendar year.

ARTICLE V

BOARD OF DIRECTORS

5.1 NUMBER AND QUALIFICATION: The affairs of this Association shall be governed by a Board of Directors composed initially of three (3) persons. The following persons shall act in such capacity and shall manage the affairs of the Association until their successors are elected after the termination of the Declarant Control Period as set forth in the Declaration:

Name	Address
William F. Thomas	5001 E. 68th, Suite 300 Tulsa, Oklahoma 74136
Robert D. Thomas	5001 E. 68th, Suite 300 Tulsa, Oklahoma 74136
Robert M. Fraser	400 Valley View Court Bartlesville, Oklahoma 74003

At the first annual meeting of the Members of the Association, or any annual meeting thereafter, or special meeting of the Association called for that purpose, the number of Directors may be increased to seven (7).

5.2 POWERS AND DUTIES: The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of a residential Condominium Project. The Board of Directors may do all such acts and things that are not by these By-Laws or by the Declaration directed to be exercised and done by the Owners.

5.3 OTHER POWERS AND DUTIES: The Board of Directors shall have the following duties:

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

b. To establish, make and enforce compliance with rules necessary for the orderly operation, use and occupancy of this Condominium Project. (A copy of such rules and regulations shall

be delivered or mailed to each Member promptly upon the adoption thereof.)

c. To keep in good order, condition and repair all of the General and Limited Common Elements and all items of personal property used in the enjoyment of the entire Project.

d. To insure and keep insured all of the insurable Common Elements of the Property in an amount equal to their maximum replacement value, as provided in the Declaration. Further, to obtain and maintain comprehensive liability insurance covering the entire Project in amounts not less than One Hundred Thousand Dollars (\$100,000.00) per person, Three Hundred Thousand Dollars (\$300,000.00) per accident and Fifty Thousand Dollars (\$50,000.00) property damages, plus a One Million Dollar (\$1,000,000.00) umbrella policy. To insure and keep insured all the fixtures, equipment and personal property acquired by the Association for the benefit of the Association, the Owners of the Condominium Units and their First Mortgagees.

e. To fix, determine, levy and collect the monthly prorated assessments to be paid by each of the Owners; and by majority vote of the Board to adjust, decrease or increase the amount of the monthly assessments subject to the provisions of the Declaration; to levy and collect special assessments in order to meet increased operating or maintenance expenses or costs, and additional capital expenses. All monthly or other assessments shall be in itemized statement form and shall set forth in detail the various expenses for which the assessments are being made.

f. To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an Owner as provided in the Declaration and these By-Laws.

g. To protect and defend the entire Project from loss and damage by suit or otherwise.

h. To borrow funds in order to pay for any required expenditures or outlay; to execute all such instruments evidencing such indebtedness which shall be the several obligations of all of the Owners in the same proportion as their interests in the General Common Elements.

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i. To enter into contracts within the scope of their duties and powers.

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

k. To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof at any reasonable time by each of the Owners and any First Mortgagee of a Unit, or the Veteran's Administration, and to cause a complete audit of the books and accounts by a competent accountant, once each year. The Association shall cause to be prepared and delivered annually to each Owner an audited statement showing all receipts, expenses or disbursements since the last such statement. Such audited financial statements shall be available to any First Mortgagee of a Unit, or the Veteran's Administration, on request, within ninety (90) days following the fiscal year end of the Project.

l. To meet at least once each quarter.

m. To designate, and dismiss when required, the personnel necessary for the maintenance and operation of the General and Limited Common Elements.

n. In general, to carry on the administration of this Association and to do all of those things, necessary and reasonable, in order to carry out the communal aspect of Condominium Ownership.

5.4. ELECTION AND TERM OF OFFICE: At the first annual meeting of the Association, the term of office of one-third (1/3) of the Directors shall be fixed for one (1) year, the term of office of one-third (1/3) of the Directors shall be fixed for two (2) years, and the term of office of the remaining one-third (1/3) of the Directors shall be fixed at three (3) years. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The persons acting as Directors shall hold office until their successors have been elected and hold their first meeting.

5.5 VACANCIES: Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each Director so elected shall serve out the remaining term of his predecessor.

5.6 REMOVAL OF DIRECTORS: At any regular or special meeting duly called, any one (1) or more of the Directors may be removed with or without cause by a majority of the Owners, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

5.7 ORGANIZATIONAL MEETING: The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

5.8 REGULAR MEETINGS: 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, but at least four (4) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or telegraph, at least seven (7) days prior to the day named for such meeting.

5.9 SPECIAL MEETINGS: Special meetings of the Board of Directors may be called by the President or Secretary, or upon the written request of at least two (2) Directors. The President or Secretary will give seven (7) days' personal notice to each Director by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting.

5.10 WAIVER OF NOTICE: Before or at any meeting of the Board of Directors, any Director may in writing, waive notice of

such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

5.11 BOARD OF DIRECTOR'S QUORUM: At all meetings of the Board of Directors, a majority of Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting, as originally called, may be transacted without additional notice.

ARTICLE VI

OFFICERS

6.1 DESIGNATION: The Officers of the Association shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by and from the Board of Directors. The office of Vice President may be held vacant. The Board may also choose one or more Assistant Secretaries and Assistant Treasurers and other Officers as in their judgment may be necessary.

6.2 ELECTION OF OFFICERS: The Officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

6.3 REMOVAL OF OFFICERS: Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board called for such purpose.

6.4 PRESIDENT: The President shall be the chief executive officer of the Association. He shall preside at all meetings of both the Association and the Board of Directors. He shall have

all the general 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 Owners to assist in the administration of the affairs of the Association. The President, or his designated alternate, shall represent the Association at all meetings of the FOREST CREEK OWNERS ASSOCIATION, INC.

6.5 VICE PRESIDENT: The Vice President shall perform all of the duties of the President in his absence and such other duties as may be required of him from time to time by the Board of Directors.

6.6 SECRETARY:

a. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association. He shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of the Secretary.

b. The Secretary shall compile and keep up to date a Unit Owners Register at the principal office of the Association which shall contain a complete list of Members and their last known addresses. Such Register shall show opposite each Member's name, the number of Members and the parking spaces assigned for use in connectin with such Unit. Such Register shall be open to inspection by Members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

c. The Secretary, on behalf of the Association, shall be required to make available to Unit Owners, lenders and the holders, insurers and guarantors of the first mortgage on any Unit, and to prospective purchasers, current copies of the Declaration, By-Laws and other rules governing the Project, and other books, records and financial statements of the Association.

6.7 TREASURER: The Treasurer shall receive and deposit in appropriate bank accounts all money of the Association and shall disburse such as directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors

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shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board of Directors, including authority to: sign all checks and promissory notes of the Association; keep proper books of account; cause an annual statement of the Association's books to be made at the completion of each fiscal year; prepare an annual budget and a statement of income expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members; and perform all other duties assigned to him by the Board of Directors.

6.8 ASSISTANT SECRETARY: Each Assistant Secretary shall have the usual powers and duties pertaining to the office, together with such other powers and duties as may be assigned to such officer by the Board of Directors. The Assistant Secretaries shall exercise the powers of the Secretary during that officer's absence or inability to act.

6.9 ASSISTANT TREASURER: Each Assistant Treasurer shall have the usual powers and duties pertaining to this office, together with such powers and duties as may be assigned to him by the Board of Directors. The Assistant Treasurer shall exercise the powers of the Treasurer during that officer's absence or inability to act.

ARTICLE VII

MANAGEMENT CONTRACT

7.1 MANAGEMENT COMPANY: The Board of Directors may enter into a Management Agreement with a management company at a rate of compensation agreed upon by the Board of Directors. In accordance with the Declaration and these By-Laws, the management company shall have, but shall not be limited to, the following functions, duties and responsibilities:

a. FISCAL MANAGEMENT:

(1) Prepare annual operating budget detailed to reflect expected operation for each month. This budget is established to show expected recurring receipts and operating disbursements. It

is further used for comparison with actual monthly income and expenditures.

(2) Prepare five (5) year sinking fund reserve budget projection for capital expenditures on items recurring only periodically, i.e., painting, etc., for Common Elements.

(3) Prepare monthly operating and cash position statements and statements concerning sinking fund reserve accounts.

(4) Analyze and compare operating receipts and disbursements against the Board-approved budget. Where a significant variation is shown (10% above or below the budgeted amount), prepare explanations of variations from budgeted figures. Suggest corrective recommendations, if applicable.

(5) Collect maintenance fees and special assessments; deposit them in checking, savings or other income producing accounts on behalf of the Board and maintain comprehensive records thereof. Establish individual checking and sinking fund reserve accounts, as directed by the Board.

(6) Mail notices of delinquency to any Owner in arrears, and exert reasonable effort to collect delinquent accounts.

(7) Examine all expense invoices for accuracy and pay all bills in accordance with the terms of the property management agreement.

(8) Prepare year-end statement of operations for Owners.

b. PHYSICAL MANAGEMENT:

(1) Assume full responsibility for maintenance and control of Common Area improvements and equipment. Maintain the Property in constant repair to reflect Owner pride and to insure high property values in accordance with the provisions of the operating budget, as approved by the Board of Directors.

(2) Enter into contracts and supervise services for lawn care, refuse hauling, pump maintenance, etc., at approved operating budgets.

(3) Select, train and supervise competent personnel, as directed by the Board.

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(4) Compile, assemble and analyze data; and prepare specifications and call for bids for major improvement projects. Analyze and compare bids, issue contracts and coordinate the work; maintain close and constant inspection to insure that work is performed according to specifications.

(5) Perform any other projects with diligence and economy in the Board's best interests.

c. ADMINISTRATIVE MANAGEMENT:

(1) Inspect contractual services for satisfactory performance. Prepare any necessary compliance letters to Vendors.

(2) Obtain and analyze bids for insurance coverage specified in By-Laws and Declaration, recommend modifications or additional coverages. Prepare claims when required and follow up on payment; act as Board's representative in negotiating settlement when authorized to do so.

(3) Exercise close liaison and supervision over all personnel to insure proper operational maintenance and to promote good Management-Resident-Owner relationships.

(4) Act as liaison for the Association in any negotiations or disputes with local, federal or state taxing agencies or regulatory bodies.

(5) Exercise close supervision over hours and working conditions of employed personnel to insure compliance with Wage and Hour and Workman's Compensation Laws.

(6) Assist in resolving individual Owner's problems as they pertain to the Association, Common Elements and governing rules and regulations.

(7) Represent an absentee Owner when requested.

(8) Administer the Condominium Project in such a way as to promote a pleasant and harmonious relationship within the complex for all Owners, Residents and Tenants alike.

ARTICLE VIII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

8.1 INDEMNIFICATION: The Association shall indemnify every Director or Officer, his heirs, executors, administrators, personal representatives and assigns against all loss, cost and

expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or Officer of the Association, except in matters of gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters in which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Director or Officer in relation to the matter involved. The foregoing rights shall not be exclusive of any rights to which such Director or Officer may be entitled. All liability, loss, damage, cost and expenses incurred or suffered by the Association in connection with the foregoing indemnification provision shall be treated and handled by the Association as common expenses; provided, however, nothing contained in this Article VIII shall be deemed to obligate the Association to indemnify any Member or Owner of a Condominium Unit, who is or has been a Director or Officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration as a Member or Owner of a Condominium Unit covered thereby.

ARTICLE IX

OBLIGATIONS OF THE OWNERS

9.1 ASSESSMENTS: All Owners shall be obligated to pay the monthly assessments imposed by the Association to meet the common expenses as defined in the Declaration. The assessments shall be made pro rata according to the proportionate share of the Unit Owner in and to the General Common Elements and shall be due monthly, in advance. A Member shall be deemed to be in good standing and entitled to vote at any annual or special meeting of Members, within the meaning of these By-Laws, only if he is current in the assessments made or levied against him and the Condominium Unit owned by him.

9.2 MAINTENANCE AND REPAIR:

a. Every Owner must perform promptly at his own expense all

maintenance and repair work within his own Unit or attributable to his own Unit by the terms hereof or by the Declaration.

b. All the repairs of internal installations of the Unit, such as patio painting, water, light, gas power, sewage, telephone, air conditioning, sanitary installations, doors, windows, glass, hot water heaters, electrical fixtures and all other accessories, equipment and fixtures belonging to the Unit area shall be at the Owner's expense.

c. An Owner shall be obligated to promptly reimburse the Association upon receipt of its statement for any expenditures incurred by it in repairing or replacing any General or Limited Common Element damaged by his negligence or by the negligence of his tenants or agents.

9.3 MECHANIC'S LIEN: Each Owner agrees to indemnify and to hold each of the other Owners harmless from any and all claims of mechanic's lien filed against other Units and the appurtenant General Common Elements for labor, materials, services or other products incorporated into the Owner's Unit. In the event suit for foreclosure is commenced, such Owner shall be required within ninety (90) days to deposit with the Association cash or negotiable securities equal to the amount of such claim plus interest for one (1) year together with the sum of One Hundred Dollars (\$100.00). Such sum or securities shall be held by the Association pending final adjudication or settlement of the litigation. Disbursement of such funds or proceeds shall be made to insure payment of or on account of such final judgment or settlement. Any deficiency shall be paid forthwith by the subject Owner. If the subject Owner fails to pay such deficiency, the Association shall be entitled to make such payment, the amount thereof being the debt of the Owner and a lien against his Condominium Unit which may be foreclosed as is provided in the Declaration.

9.4 GENERAL:

a. Each Owner shall comply strictly with the provisions of the Declaration.

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b. Each Owner shall always endeavor to observe and promote the cooperative purposes for which the Project was built.

9.5 USE OF UNITS - INTERNAL CHANGES:

a. All Units shall be utilized for single-family residential purposes only.

b. An Owner shall not make structural modifications or alterations to his Unit or to the installations located therein without previously notifying the Association in writing through the President of the Association and receiving approval from the Board of Directors. The Board shall have the obligation to answer within thirty (30) days after such notice. Failure to so answer within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

9.6 USE OF GENERAL COMMON ELEMENTS AND LIMITED COMMON ELEMENTS: Each Owner may use the General Common Elements and the Limited Common Elements in accordance with the purposes for which they were intended.

9.7 RIGHT OF ENTRY:

a. An Owner shall grant the right of entry to any person authorized by the Board of Directors in case of an emergency originating in or threatening his Unit, whether the Owner is present at the time or not.

b. An Owner shall permit other Owners, or their representatives, when so required, to enter his Unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the Owner. In case of an emergency, such right of entry shall be immediate.

9.8 RULES AND REGULATIONS:

a. All Owners shall promptly and completely comply with each of the rules and regulations herein contained or hereinafter properly adopted for the utilization of the General Common Elements in order for all Owners and their guests to achieve maximum utilization of such facilities consonant with the rights of each of the other Owners thereto.

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b. Nothing shall be done in any Unit, nor shall same be occupied or used for any purpose, nor shall any commodity, product or personal property be kept therein or thereon, which shall cause such improvements to be uninsurable against loss by fire or the perils included in an extended coverage endorsement or which might cause or warrant any policy or policies covering said Premises to be cancelled or suspended by the insuring company.

c. Owners and occupants of Units shall at all times exercise extreme care to avoid making or permitting to be made loud or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, phonographs, television sets, amplifiers and any other instruments or devices in such manner as may disturb or tend to disturb Owners, tenants or occupants of other Units. No Unit shall be used or occupied in such manner as to obstruct or interfere with the enjoyment of occupants or other resident of adjoining Units, nor shall any nuisance or immoral or illegal activity be committed or permitted to occur in or on any Unit or upon any part of the Common Elements.

d. The Common Areas (Common Elements) is used for the purposes of affording vehicular and pedestrian movements within the Project, for providing access to the Units, for recreational use by the Owners and occupants of Units and for providing privacy for the residents thereof through landscaping and such other means as shall be deemed appropriate. No part of the Common Area shall be obstructed so as to interfere with its use for the purposes hereinabove cited, nor shall any part of the Common Area be used in any manner which causes an increase in the premium rate for hazard and liability insurance coverage. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other common household pets, as provided in the Declaration.

e. No resident of the Project shall post any advertisements, signs or posters of any kind in or on the Project, except as authorized by the Association.

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f. Parking of automobiles shall be in the spaces designated as parking for each Unit; no unattended vehicle shall at any time be left in the alleyways or streets in such manner as to impede the passage of traffic or to impair proper access to parking area. The parking area shall at all times be kept free of unreasonable accumulation of debris or rubbish of any kind.

g. It is prohibited to hang garmets, rugs and/or other materials from the windows or from any of the facades of the Project.

h. It is prohibited to dust rugs or other materials from the windows or to clean rugs by beating on the exterior part of the Conominium Units, or to throw dust, trash or garbage out any windows.

i. It is prohibited to throw garbage or trash outside the disposal areas provided for such purposes.

j. No Owner, resident or lessee shall install wiring for electrical or telephone installation, television antennas, machines or air conditioning units or any other devices whatsoever on the exterior of the Project or that protrudes through the interior walls, without prior written approval from the Association.

k. No Owner or other occupant of any Condominium Unit shall make any alterations, modification or improvement to the Common Elements of the Project without the written consent of the Association.

l. Reasonable and customary regulations for the use of the General Common Elements will be promulgated hereafter and publicly posted. Owners and all occupants of Units shall, at all times, comply with such regulations.

9.9 DESTRUCTION OR OBSOLESCENCE: Each Owner shall, if necessary, execute a power of attorney in favor of the Association, irrevocably appointing the Association his Attorney-In-Fact to deal with the Owner's Condominium Unit upon its destruction, obsolescence or condemnation, as is provided in the Declaration.

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ARTICLE X

AMENDMENTS TO PLAN OF CONDOMINIUM OWNERSHIP

10.1 BY-LAWS:

a. After relinquishment of Declarant Control of the Association as set forth in Article IV, these By-Laws may be amended by the Association at a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by Owners representing at least seventy-five percent (75%) of the aggregate interest of the undivided Ownership of the General Common Elements. In no event shall the By-Laws be amended to conflict with the Declaration. In the event of a conflict between the two documents, the Declaration shall control. In no event shall the By-Laws be amended to conflict with the Act.

b. Until relinquishment of Declarant Control of the Association, these By-Laws may be unilaterally amended by the Declarant to correct any clerical or typographical error or omission, or to change any provision to meet the requirements of Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans' Administration or Federal Housing Administration.

ARTICLE XI

MORTGAGES

11.1 NOTICE TO ASSOCIATION: An Owner who mortgages his Unit shall notify the Association through the President of the Association giving the name and address of his Mortgagee. The Association shall maintain such information in a book entitled "Mortgagees of Condominium Units".

11.2 NOTICE OF UNPAID ASSESSMENTS: The Association shall, at the request of a Mortgagee of a Unit, report any unpaid assessments due from the Owner of each Unit.

ARTICLE XII

COMPLIANCE

12.1 LEGAL REQUIREMENTS: These By-Laws are set forth to comply with the requirements of the Oklahoma Unit Ownership Estate Act. If any of these By-Laws conflict with the provisions of said

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Statute, it is hereby agreed and accepted that the provisions of the Statute will apply.

ARTICLE XIII
NON-PROFIT ASSOCIATION

13.1 NON-PROFIT PURPOSE: This Association is a non-profit corporation. No Unit Owner, Member of the Board of Directors or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as a salary or as compensation to, or distributed to or inure to the benefit of any Member of the Board of Directors; provided, however, always (i) that reasonable compensation may be paid to any Member while acting as an agent or employee of the Association for services rendered in effecting one (1) or more of the purposes of the Association and (ii) that any Member of the Board of Directors may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association

ARTICLE XIV
PRINCIPAL OFFICE

14.1 ADDRESS: The principal office of the Association shall be located at 5001 East 68th Street, Suite 300, Tulsa, Oklahoma, 74136, but may be located at such other suitable and convenient place or places as shall be permitted by law and designated by the Directors.

ARTICLE XV
EXECUTION OF INSTRUMENTS

15.1 AUTHORIZED AGENTS: The persons who shall be authorized to execute any and all instruments of conveyance or encumbrances, including promissory notes, shall be the President and the Secretary of the Association.

ARTICLE XVI
CORPORATE SEAL

16.1 CORPORATE SEAL: The Directors shall provide a corporate seal which shall be circular in form and comply with all

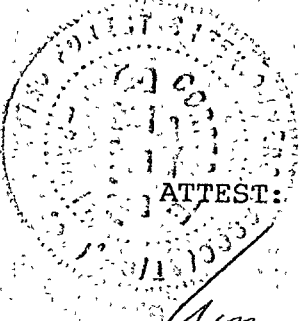
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legal requirements with respect thereto.

CERTIFICATE

I HEREBY CERTIFY that the foregoing is a true, complete and correct copy of the By-Laws of FOREST CREEK OWNERS ASSOCIATION, INC., an Oklahoma non-profit corporation, as adopted by the initial Board of Directors at its organizational meeting on the 23rd day of April, 1982.

IN WITNESS WHEREOF, I hereunto set my hand and affix the seal of the Corporation, this the 23rd day of April, 1982.



FOREST CREEK OWNERS ASSOCIATION, INC., an Oklahoma non-profit corporation

William F. Thomas
Its Secretary

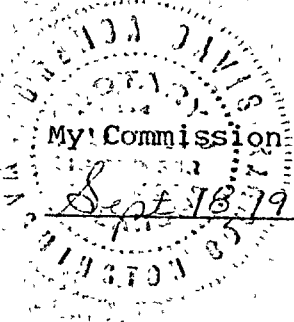
By: Robert D. Thomas
Its President

I, William F. Thomas the duly elected, qualified and acting Secretary of Forest Creek Owners Association, Inc., an Oklahoma non-profit corporation, do hereby certify that the within and foregoing By-Laws are the original By-Laws duly adopted by the Board of Directors of said corporation at its first meeting held on the 23rd day of April, 1982.

William F. Thomas
Secretary

STATE OF OKLAHOMA)
) ss
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 23rd day of April, 1982, by Robert D. Thomas, President of Forest Creek Owners Association, Inc., an Oklahoma non-profit corporation, on behalf of the corporation.



Brenda Davis
Notary Public

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EXHIBIT "A"

TO THE

BY-LAWS

OF

FOREST CREEK OWNERS ASSOCIATION, INC.

(An Oklahoma Non-Profit Corporation)

That portion of the following described real property submitted to the provisions of the Oklahoma Unit Ownership Estate Act, to-wit:

The West Half of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter (W/2 NE/4 NE/4 NE/4) of Section Twenty-one (21), Township Twenty-six (26) North, Range Thirteen (13) East, of the Indian Meridian, Washington County, State of Oklahoma

SECOND AMENDMENT
TO
DECLARATION
OF UNIT OWNERSHIP ESTATES
FOR
FOREST CREEK CONDOMINIUMS
Washington County, State of Oklahoma

98764

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SECOND AMENDMENT TO
DECLARATION
OF UNIT OWNERSHIP ESTATES FOR
FOREST CREEK CONDOMINIUMS

SEP 8 4 13 PM '82

STATE OF OKLAHOMA
WASHINGTON CO. CL.
BENJ. ELLSWORTH
DEPUTY

STATE OF OKLAHOMA)
) ss KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WASHINGTON)

THAT, the Declaration of Unit Ownership Estates For Forest Creek Condominiums was filed of record in the Office of the County Clerk of Washington County, State of Oklahoma, on April 23, 1982, in Book 777 at Page 67, et seq.; that the Amendment To Declaration Of Unit Ownership Estates For Forest Creek Condominiums was filed of record in the Office of the County Clerk of Washington County, State of Oklahoma, on June 15, 1982, in Book 780 at Page 230, et seq.; that said Declaration and Amendment to Declaration are hereinafter collectively referred to as the "Declaration".

THAT, the undersigned, Declarant Forest Creek Development Company, Inc., all Unit Owners of record and the required percentage of First Mortgagees of Units, pursuant to the authority in the Declaration set forth in Paragraph 8.1 AMENDMENT and Paragraph 7.7 APPROVAL FOR AMENDMENTS TO DECLARATION, ETC. and Title 60, Oklahoma Statutes Annotated, Sections 501-530, as amended, are desirous of amending the Declaration for the mutual benefit of all the undersigned.

NOW, THEREFORE, pursuant to the above cited authority, the undersigned do hereby amend the Declaration in the following particulars:

1. Paragraph 1.10 is amended to read as follows:
o. "Plat", "Map", "Plans" or "Condominium Plan" mean or include the engineering survey of the land, locating thereon all of the improvements, the floor and elevation plans and any other drawing or diagrammatic plan depicting a part of, or all of, the improvements, same being herewith filed, consisting of 9 sheets, labeled Exhibit "A" and incorporated herein.

2. Paragraph 2.1 is amended to read as follows:

2.1 RECORDATION OF PLAT AND CONDOMINIUM PLAN: The Plat and

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Condominium Plan, attached hereto as Exhibit "A", shall be filed for record simultaneously with the recording of this Declaration as a part hereof, and prior to the first conveyance of any Condominium Unit. Such Plat consists of and sets forth:

- a. The legal description of the surface of the land;
- b. The linear measurements and location, with reference to the exterior boundaries of the land, of the Buildings and all other improvements constructed, or to be constructed, on said land by Declarant;
- c. A full and exact copy of the plans of each Building, which shall show the dimensions, area and location of each Unit and the dimensions, area and location of the Common Elements affording access to each Unit.
- d. The location of easements for utilities serving the Property.

It is the present intent of the Declarant to complete development of the Property and to annex to said Property the additional tracts described herein on Exhibit "C". However, the Declarant shall not be responsible or liable in law or in equity to any purchaser or encumbrancer of any Condominium Unit covered hereby for failure to submit, construct or complete any future phase(s) or for failure to complete said development for any reason whatsoever.

3. Paragraph 2.4 is amended to read as follows:

2.4 DESCRIPTION OF GENERAL COMMON ELEMENTS AND PROPORTIONATE INTEREST THEREIN: The term "General Common Elements" as used in this Declaration shall mean and include the following:

- a. The Real Property described herein.
- b. The tangible personal property required for the maintenance and operation of the Project.
- c. The foundations, columns, girders, beams, supports, main or bearing walls, floors, roofs, halls, corridors, stairs, stairways and entrances and exits of each building described herein, exclusive of balconies and patios which are declared to be Limited Common Elements as shown on Exhibit "A" attached hereto.
- d. The yards and gardens.

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- e. The parking spaces (which the Association shall have authority to assign by properly adopted rules and regulations).
- f. The sidewalks, driveways and swimming pool.
- g. The Association/equipment room building.
- h. The installations consisting of all equipment and materials comprising the central services existing for common use.
- i. The easements for access, maintenance, repair, reconstruction or replacement of the foregoing, and all other facilities necessary or convenient to the existence, maintenance, safety and use of the Property.

The Common Elements, both General and Limited as described herein, shall be held and owned as tenants in common by the Unit Owners in the proportions set forth opposite the respective Unit number on Exhibit "B" attached hereto. No Unit Owners shall have any interest in any of the Common Elements, including the land, which has not been submitted to this Declaration in the manner set forth concerning phased development contained herein.

The maximum percentage of undivided interest ownership in the Common Elements, which shall be subject to diminution by annexation of Phase II and Phase III shall be as set forth in Exhibit "B". The minimum percentage of undivided interest ownership in the Common Elements, upon annexation of Phase II and Phase III shall be as set forth in Exhibit "B".

4. Paragraph 2.12 is amended to read as follows:

2.12 PHASED DEVELOPMENT--RESERVATION OF RIGHT OF ANNEXATION AND MERGER:

a. For a period of five (5) years from the date of recordation of this Declaration, the Declarant reserves the right, authority and power to annex two (2) tracts out of the adjoining land described in the attached Exhibit "C" for the purpose of establishing, annexing and merging two (2) additional condominium projects. The two (2) respective condominium projects may be created simultaneously or staggered and shall conform in basic respects to the general restrictions, limitations and benefits contained in this Declaration. Upon the recordation of Declaration Supplements or Declarations of Annexation and Merger

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in compliance with this Paragraph 2.12, this Declaration shall further apply to and affect all of the Property described in this Declaration and the Property described in such Declaration Supplements or Declarations of Annexation and Merger, and shall also bind all Owners of any part of the subsequent condominium projects with the same effect as if those condominium projects were originally subject to and described in this Declaration. Thereafter, the powers and responsibilities of the Board and Association shall be coextensive with regard to all Property included within the expanded condominium project and the Board and Association shall, pursuant to the provisions of this Declaration constitute the Board and Association for the entire condominium project as expanded. The rights, obligations and duties of each Owner shall be the same and identical to the rights, obligations and duties of the Owners prior to recordation of such Declaration Supplements or Declarations of Annexation and Merger, except as each Owner's percentage or fraction of ownership interest in the Common Elements may be modified as herein provided.

b. The Association shall continue to maintain one (1) Common Expense Fund for the collection and disbursement of monies as required and permitted hereby for the maintenance, repair, replacement and operation of the expanded condominium project and in all respects and meanings, the condominium project, as expanded, shall be deemed to be a single condominium project for the purposes of and in accordance with the provisions of this Declaration and the Act.

c. Any annexation and merger shall entail Buildings and Units of comparable design, size and quality and shall be accomplished by the filing of appropriate Declaration Supplements or Declarations of Annexation and Merger. Said documents shall be recorded in the Condominium Records of Washington County, Oklahoma, which will, inter alia:

(1) Be executed by only the Declarant or its successors or assigns;

(2) Contain a legal description of the land to be annexed to the condominium project;

(3) Contain a sufficient description of the Units built or to be built on the annexed land;

(4) Contain a reallocation of percentage or fraction of ownership interest in the Common Areas (as expanded by annexation) among all Units in the condominium project;

(5) Any other information required by law or necessary to effectuate the intent of this Article.

d. This Declaration, including, but not limited to this Paragraph 2.12, does not presently create any interest in or with respect to the property shown on Exhibit "C" which may be annexed, and this Declaration shall not affect in any manner all or any part of such property unless and until a Supplemental Declaration or Declaration of Annexation and Merger is filed thereto in accordance with this Paragraph 2.12. All accrued taxes and other assessments relating to the property described on Exhibit "C" shall be paid or otherwise satisfactorily provided for by the Declarant prior to annexation as contemplated herein.

e. Assessments and votes appurtenant to annexed Condominium Units will become effective pursuant to the provisions of this Declaration.

f. By accepting a conveyance to a Unit in the Project, or in the Project as expanded by annexation, each Unit Owner or Owners agree, at the closing thereof, to execute a properly acknowledged instrument in recordable form, granting the Declarant an irrevocable special power of attorney for the sole and exclusive purpose of executing and filing Declaration Supplements or Declarations of Annexation and Merger whereby the Unit Owner's percentage undivided interest ownership in the Common Elements is diminished pursuant to the terms of Exhibit "B" attached hereto. This irrevocable special power of attorney is hereby expressly made applicable for and to the annexation and merger of Phase II and Phase III.

g. Notwithstanding any other provisions of this Declaration to the contrary, the Declarant shall obtain the prior written approval of the Veterans Administration for any annexation or merger and all intended improvements in future phases must be

substantially completed prior to annexation.

5. Exhibit "B" to the Declaration is amended to read as follows:

EXHIBIT "B"
TO THE
DECLARATION OF UNIT OWNERSHIP ESTATES
FOR
FOREST CREEK CONDOMINIUMS

Percentage Ownership Interest
In And To The Common Elements

Forest Creek Condominiums - Phase I

Unit	Type	Percentage Ownership Interest
A-101	A	2.184
A-102	A	2.184
A-201	A	2.184
A-202	A	2.184
B-101	A	2.184
B-102	A	2.184
B-103	A	2.184
B-104	A	2.184
B-201	A	2.184
B-202	A	2.184
B-203	A	2.184
B-204	A	2.184
C-101	D	2.743
C-102	D	2.743
C-103	D	2.743
C-104	D	2.743
C-201	D	2.743
C-202	D	2.743
C-203	D	2.743
C-204	D	2.743
D-101	E	3.220
D-102	E	3.220
D-103	E	3.220
E-101	E	3.220
E-102	E	3.220
E-103	E	3.220
F-101	E	3.220
F-102	E	3.220
F-103	E	3.220
L-101	B	2.128
L-102	B	2.128
L-103	B	2.128
L-201	B	2.172
L-202	B	2.172
L-203	B	2.172
N-101	C	2.380
N-102	C	2.380
N-103	C	2.380
N-104	C	2.380
		100%

Upon annexation of Phase II, the maximum and minimum Percentage Ownership Interest in and to the Common Elements for the various Unit types is as follows:

Unit Type	Maximum	Minimum
A	1.447	1.070
B	1.425	1.053

C	1.577	1.166
D	1.855	1.371
E	2.134	1.577

Upon annexation of Phase III, the maximum and minimum Percentage Ownership Interest in and to the Common Elements for the various Unit types is as follows:

Unit Type	Maximum	Minimum
A	1.051	.777
B	1.035	.765
C	1.146	.846
D	1.348	.996
E	1.550	1.146

6. Exhibit "C" to the Declaration is amended to read as follows:

EXHIBIT "C"
TO THE
DECLARATION OF UNIT OWNERSHIP ESTATES
FOR
FOREST CREEK CONDOMINIUMS

PHASE II

A part of the W/2 NE/4 NE/4 NE/4 of Section 21, T26N, R13E, Indian Meridian, Washington County, Oklahoma, more particularly described as follows:

Commencing at the NE corner of said Section 21; thence along the north section line S 89°47'22" W a distance of 329.07'; thence S 0°19'36" E a distance of 540' to the TRUE POINT OF BEGINNING; thence S 0°19'36" E 121.48' to the SE corner of said W/2 NE/4 NE/4 NE/4; thence N 89°55'25" W 96.79'; thence North 55'; thence West 110'; thence N 45°04'52" W 103.11'; thence S 45°00' W 70.00' to a point on the west line of the said W/2 NE/4 NE/4 NE/4; thence N 0°22'26" W 377.21'; thence East 75.84'; thence North 25'; thence East 25'; thence South 164.16'; thence East 55'; thence North 30'; thence East 65'; thence South 125'; thence West 100'; thence South 100'; thence East 210' to the point of beginning again.

PHASE III

A part of the W/2 NE/4 NE/4 NE/4 of Section 21, T26N, R13E, Washington County, Oklahoma, more particularly described as follows:

Commencing at the NE corner of said Section 21; thence along the north section line S 89°47'22" W a distance of 658.4'; thence S 0°22'26" E 50' to THE TRUE POINT OF BEGINNING; thence N 89°47'22" E 101.85'; thence South 130'; thence West 25'; thence South 25'; thence West 75.84' to the West line of the said W/2 NE/4 NE/4 NE/4; thence N 0°22'26" W 154.63' to the point of beginning again.

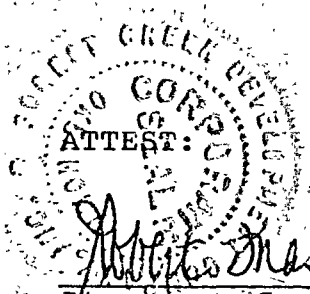
AND

A part of the W/2 NE/4 NE/4 NE/4 of Section 21, T26N, R13E, Washington County, Oklahoma, more particularly described as follows:

Commencing at the NE corner of Section 21; thence along the north section line S 89°47'22" W a distance of 658.4'; thence along the west line of the W/2 NE/4 NE/4 NE/4 S 0°22'26" E a distance of 581.84' to THE TRUE POINT OF BEGINNING; thence S 0°22'26" E 78' to the SW corner of the W/2 NE/4 NE/4 NE/4; thence along the south line of the W/2 NE/4 NE/4 NE/4 S 89°55'25" E 232'; thence North 55'; thence West 110'; thence N 45°04'52" W 103.11'; thence S 45°00' W 70' to the point of beginning again.

DATED at Bartlesville, Oklahoma, this 31st day of August, 1982.

Owner of Units A-201, C-101, C-102, C-201, D-101, E-103, F-101, L-101, L-102, L-103 and N-101



[Signature]
Its Secretary

FOREST CREEK DEVELOPMENT COMPANY, INC., an Oklahoma corporation

By: [Signature]
Robert D. Thomas
Its President

Owner of Unit A-101

[Signature]
Ronald Lee Hastings
A single man

Owner of Unit A-102

[Signature]
Roger V. Lewis
A single man

Owner of Unit B-101

[Signature]
Gary Lynn Ruehlen
A single man

Owner of Unit A-202

[Signature]
Mary C. Patterson
A single woman

Owner of Unit B-103

[Signature]
Cecelia M. Waedekin
A single woman

Owner of Unit B-102

[Signature]
Shelly L. McDonald
A single woman

[Signature]
James F. Waedekin

Owner of Unit B-104

[Signature]
Earl James Seabrook, III
A single man

[Signature]
Mary Ann Waedekin
Husband and Wife

Owner of Unit B-201

Owner of Unit B-202

[Signature]
Randy J. Meyer

[Signature]
Bruce Bondurant
A single man

[Signature]
Janet E. Meyer
Husband and Wife

[Signature]
Beverly A. Lyons
A single woman

Owner of Unit B-203

Owner of Unit B-204

[Signature]
Joseph J. Kubat, Jr.

[Signature]
Mary Frances Anstine
A single woman

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Durae L. Kubat

Durae L. Kubat
Husband and Wife

Owner of Unit C-103

Ronald L. Lane

Ronald L. Lane

Suk Son Vance-Lane

Suk Son Vance-Lane
Husband and Wife

Owner of Unit C-202

Robert P. Fruthaler

Robert P. Fruthaler
A single man

Owner of Unit C-204

M. P. Haddican

Mary Pat Haddican
A single woman

Owner of Unit D-103

Guy Senatore

Guy Senatore
A single man

Owner of Unit E-102

Edward C. Mozden

Edward C. Mozden
A single man

Owner of Unit F-103

Timothy Craig Coburn

Timothy Craig Coburn
A single person

Owner of Unit L-202

Craig Ulmer

Steven Craig Ulmer
A single man

Owner of Unit C-104

Ronald L. Hay

Ronald L. Hay

Bernetta L. Hay

Bernetta L. Hay
Husband and Wife

Owner of Unit C-203

Janet Louise Furrow

Janet Louise Furrow
A single woman

Owner of Unit D-102

Ronald W. Gilbert, II

Ronald W. Gilbert, II

Jean Ann Gilbert

Jean Ann Gilbert
Husband and Wife

Owner of Unit E-101

Mark W. Tompkins

Mark W. Tompkins
A single man

Owner of Unit F-102

Kathy K. Holland

Kathy K. Holland

Wilma F. Holland

Wilma F. Holland
Daughter and Mother

Owner of Unit L-201

Jon Frederick Geibel

Jon Frederick Geibel

Elizabeth Martin Geibel

Elizabeth Martin Geibel
Husband and Wife

Box 784 Box 736

Owner of Unit L-203

Carol A. Godard
Carol A. Godard

E.J. Godard
E.J. Godard
Daughter and Father

Owner of Unit N-103

Brian R. Hill
Brian R. Hill
A single man

Owner of Unit N-102

Steven J. Tkach
Steven J. Tkach
A single man

Owner of Unit N-104

George T. Sperl
George T. Sperl
A married man

The undersigned, Shearson/American Express Mortgage Corporation, first mortgagee of record of greater than fifty-one percent (51%) of the above described Units, by its execution hereof, consents to the amendments herein contained pursuant to Paragraph 7.7 of the Declaration.

ATTEST:

SHEARSON/AMERICAN EXPRESS MORTGAGE CORPORATION, a corporation

Haren Cartton
Secretary

By: T.E. Pinkley
T.E. Pinkley
Asst. Vice President

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 31st day of August, 1982, by Robert D. Thomas, the President of Forest Creek Development Company, Inc., an Oklahoma corporation, on behalf of the corporation.

My Commission Expires:

Aug 31, 1983

Sherry Musselman
Notary Public

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 31st day of August, 1982, by T.E. Pinkley, Asst. Vice President of Shearson/American Express Mortgage Corporation, a corporation, on behalf of the corporation.

My Commission Expires:

Aug 31, 1983

Sherry Musselman
Notary Public

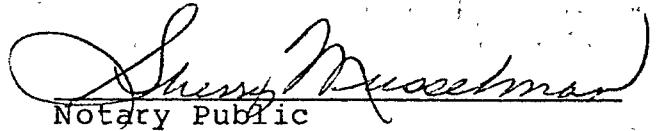
BOOK 784 PAGE 737

STATE OF OKLAHOMA)
) ss
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 31st day of August, 1982, by Roger V. Lewis, a single man, Gary Lynn Ruehlen, a single man, Shelly L. McDonald, a single woman, Edward C. Mozdzen, a single man, Mark W. Tompkins, a single man, Steven J. Tkach, a single man, Robert W. Gilbert, II and Jean Ann Gilbert, husband and wife, Ronald Lee Hastings, a single man, Kathy K. Holland and Wilma F. Holland, daughter and mother, Earl James Seabrook, III, a single man, Cecelia M. Waedekin, a single woman, and James F. Waedekin and Mary Ann Waedekin, husband and wife, Guy Senatore, a single man, Brian R. Hill, a single man, Ronald L. Lane and Suk Son Vance-Lane, husband and wife, Timothy Craig Coburn, a single man, George T. Sperl, a married man, Bruce Bondurant, a single man, and Beverly A. Lyons, a single woman, Robert P. Fruthaler, a single man, Mary C. Patterson, a single woman, Jon Frederick Geibel and Elizabeth Martin Geibel, husband and wife, Randy J. Meyer and Janet E. Meyer, husband and wife, Steven Craig Ulmer, a single man, Mary Frances Anstine, a single woman, Mary Pat Haddican, a single woman, Janet Louise Furrow, a single woman, Joseph J. Kubat, Jr. and Durae L. Kubat, husband and wife, Carol A. Godard and E.J. Godard, daughter and father, and Ronald L. Hay and Bernetta L. Hay, husband and wife.

My Commission Expires:

Aug 31, 1983


Notary Public

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FILED

OCT 6 3 53 PM '83

STATE OF OKLAHOMA
WASHINGTON CO. CL.

BY ~~FAE A. MORELAND~~ DEPUTY

FAE A. MORELAND

110974

THIRD AMENDMENT
TO
DECLARATION
OF UNIT OWNERSHIP ESTATES
FOR
FOREST CREEK CONDOMINIUMS

Washington County, State of Oklahoma

✓

✓

THIRD AMENDMENT TO
DECLARATION
OF UNIT OWNERSHIP ESTATES FOR
FOREST CREEK CONDOMINIUMS

STATE OF OKLAHOMA)
) ss KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WASHINGTON)

THAT, the Declaration of Unit Ownership Estates For Forest Creek Condominiums was filed of record in the Office of the County Clerk of Washington County, State of Oklahoma, on April 23, 1982, in Book 777 at Page 67, et seq.; that the Amendment To Declaration Of Unit Ownership Estates For Forest Creek Condominiums was filed of record in the Office of the County Clerk of Washington County, State of Oklahoma, on June 15, 1982, in Book 780 at Page 230, et seq.; that the Second Amendment to Declaration of Unit Ownership Estates for Forest Creek Condominiums filed of record in the Office of the County Clerk of Washington County, State of Oklahoma, on September 8, 1982, in Book 784 at Page 727, et seq; that the First Declaration of Annexation and Merger of Unit Ownership Estates for Forest Creek Condominiums was filed of record in the Office of the County Clerk of Washington County, State of Oklahoma, on September 8, 1982, in Book 784 at Page 739, et seq.; that all four (4) above described instruments are hereinafter collectively referred to as the "Declaration".

THAT, the undersigned, Declarant Forest Creek Development Company, Inc., all Unit Owners of record and the required percentage of First Mortgagees of Units, pursuant to the authority in the Declaration set forth in Paragraph 8.1 AMENDMENT and Paragraph 7.7 APPROVAL FOR AMENDMENTS TO DECLARATION, ETC. and Title 60, Oklahoma Statutes Annotated, Sections 501-530, as amended, are desirous of amending the Declaration for the mutual benefit of all the undersigned.

NOW, THEREFORE, pursuant to the above cited authority, the undersigned do hereby amend the Declaration in the following particulars:

1. Paragraph 2.4 is amended to read as follows:

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2.4 DESCRIPTION OF GENERAL COMMON ELEMENTS AND PROPORTIONATE INTEREST THEREIN: The term "General Common Elements" as used in this Declaration shall mean and include the following:

- a. The Real Property described herein.
- b. The tangible personal property required for the maintenance and operation of the Project.
- c. The foundations, columns, girders, beams, supports, main or bearing walls, floors, roofs, halls, corridors, stairs, stairways and entrances and exits of each building described herein, exclusive of balconies and patios which are declared to be Limited Common Elements as shown on Exhibit "A" attached hereto.
- d. The yards and gardens.
- e. The parking spaces (which the Association shall have authority to assign by properly adopted rules and regulations).
- f. The sidewalks, driveways and swimming pool.
- g. The Association/equipment room building.
- h. The installations consisting of all equipment and materials comprising the central services existing for common use.
- i. The easements for access, maintenance, repair, reconstruction or replacement of the foregoing, and all other facilities necessary or convenient to the existence, maintenance, safety and use of the Property.

The Common Elements, both General and Limited as described herein, shall be held and owned as tenants in common by the Unit Owners in the proportions set forth opposite the respective Unit number on Exhibit "B" attached hereto. No Unit Owners shall have any interest in any of the Common Elements, including the land, which has not been submitted to this Declaration in the manner set forth concerning phased development contained herein.

The maximum percentage of undivided interest ownership in the Common Elements, which shall be subject to diminution by annexation of Phase II, Phase III and Phase IV shall be as set forth in Exhibit "B". The minimum percentage of undivided interest ownership in the Common Elements, upon annexation of Phase II, Phase III and Phase IV shall be as set forth in Exhibit "B".

2. Paragraph 2.12 is amended to read as follows:

2.12 PHASED DEVELOPMENT--RESERVATION OF RIGHT OF ANNEXATION AND MERGER:

a. For a period of five (5) years from the date of recordation of this Declaration, the Declarant reserves the right, authority and power to annex three (3) tracts out of the adjoining land described in the attached Exhibit "C" for the purpose of establishing, annexing and merging three (3) additional condominium projects. The three (3) respective condominium projects may be created simultaneously or staggered and shall conform in basic respects to the general restrictions, limitations and benefits contained in this Declaration. Upon the recordation of Declaration Supplements or Declarations of Annexation and Merger in compliance with this Paragraph 2.12, this Declaration shall further apply to and affect all of the Property described in this Declaration and the Property described in such Declaration Supplements or Declarations of Annexation and Merger, and shall also bind all Owners of any part of the subsequent condominium projects with the same effect as if those condominium projects were originally subject to and described in this Declaration. Thereafter, the powers and responsibilities of the Board and Association shall be coextensive with regard to all Property included within the expanded condominium project and the Board and Association shall, pursuant to the provisions of this Declaration constitute the Board and Association for the entire condominium project as expanded. The rights, obligations and duties of each Owner shall be the same and identical to the rights, obligations and duties of the Owners prior to recordation of such Declaration Supplements or Declarations of Annexation and Merger, except as each Owner's percentage or fraction of ownership interest in the Common Elements may be modified as herein provided.

b. The Association shall continue to maintain one (1) Common Expense Fund for the collection and disbursement of monies as required and permitted hereby for the maintenance, repair, replacement and operation of the expanded condominium project and in all respects and meanings, the condominium project, as

BOOK 805 PAGE 946

expanded, shall be deemed to be a single condominium project for the purposes of and in accordance with the provisions of this Declaration and the Act.

c. Any annexation and merger shall entail Buildings and Units of comparable design, size and quality and shall be accomplished by the filing of appropriate Declaration Supplements or Declarations of Annexation and Merger. Said documents shall be recorded in the Condominium Records of Washington County, Oklahoma, which will, inter alia:

- (1) Be executed by only the Declarant or its successors or assigns;
- (2) Contain a legal description of the land to be annexed to the condominium project;
- (3) Contain a sufficient description of the Units built or to be built on the annexed land;
- (4) Contain a reallocation of percentage or fraction of ownership interest in the Common Areas (as expanded by annexation) among all Units in the condominium project;
- (5) Any other information required by law or necessary to effectuate the intent of this Article.

d. This Declaration, including, but not limited to this Paragraph 2.12, does not presently create any interest in or with respect to the property shown on Exhibit "C" which may be annexed, and this Declaration shall not affect in any manner all or any part of such property unless and until a Supplemental Declaration or Declaration of Annexation and Merger is filed thereto in accordance with this Paragraph 2.12. All accrued taxes and other assessments relating to the property described on Exhibit "C" shall be paid or otherwise satisfactorily provided for by the Declarant prior to annexation as contemplated herein.

e. Assessments and votes appurtenant to annexed Condominium Units will become effective pursuant to the provisions of this Declaration.

f. By accepting a conveyance to a Unit in the Project, or in the Project as expanded by annexation, each Unit Owner or Owners agree, at the closing thereof, to execute a properly acknowledged

instrument in recordable form, granting the Declarant an irrevocable special power of attorney for the sole and exclusive purpose of executing and filing Declaration Supplements or Declarations of Annexation and Merger whereby the Unit Owner's percentage undivided interest ownership in the Common Elements is diminished pursuant to the terms of Exhibit "B" attached hereto. This irrevocable special power of attorney is hereby expressly made applicable for and to the annexation and merger of Phase II, Phase III and Phase IV.

g. Notwithstanding any other provisions of this Declaration to the contrary, the Declarant shall obtain the prior written approval of the Veterans Administration for any annexation or merger and all intended improvements in future phases must be substantially completed prior to annexation.

3. Exhibit "B" to the original Declaration is amended to read as follows:

EXHIBIT "B"
TO THE
DECLARATION OF UNIT OWNERSHIP ESTATES
FOR
FOREST CREEK CONDOMINIUMS

Percentage Ownership Interest
In And To The Common Elements

Forest Creek Condominiums - Phase I

Unit	Type	Percentage Ownership Interest
A-101✓	A	2.184
A-102✓	A	2.184
A-201✓	A	2.184
A-202✓	A	2.184
B-101✓	A	2.184
B-102✓	A	2.184
B-103✓	A	2.184
B-104✓	A	2.184
B-201✓	A	2.184
B-202✓	A	2.184
B-203✓	A	2.184
B-204✓	A	2.184
C-101✓	D	2.743
C-102✓	D	2.743
C-103✓	D	2.743
C-104✓	D	2.743
C-201✓	D	2.743
C-202✓	D	2.743
C-203✓	D	2.743
C-204✓	D	2.743
D-101✓	E	3.220
D-102✓	E	3.220
D-103✓	E	3.220
E-101✓	E	3.220

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E-102✓	E	3.220
E-103✓	E	3.220
F-101✓	E	3.220
F-102✓	E	3.220
F-103✓	E	3.220
L-101✓	B	2.128
L-102✓	B	2.128
L-103✓	B	2.128
L-201✓	B	2.172
L-202✓	B	2.172
L-203✓	B	2.172
N-101✓	C	2.380
N-102✓	C	2.380
N-103✓	C	2.380
N-104✓	C	2.380
		100%

Upon annexation of Phase II, the maximum and minimum Percentage Ownership Interest in and to the Common Elements for the various Unit types is as follows:

Unit Type	Maximum	Minimum
A	1.447	1.070
B	1.425	1.053
C	1.577	1.166
D	1.855	1.371
E	2.134	1.577

Upon annexation of Phase III, the maximum and minimum Percentage Ownership Interest in and to the Common Elements for the various Unit types is as follows:

Unit Type	Maximum	Minimum
A	1.2316	.9103
B	1.2126	.8963
C	1.3421	.9920
D	1.5790	1.1671
E	1.8158	1.3421

Upon annexation of Phase IV, the maximum and minimum Percentage Ownership Interest in and to the Common Elements for the various Unit types is as follows:

Unit Type	Maximum	Minimum
A	1.0772	.7962
B	1.0606	.7839
C	1.1739	.8676
D	1.3810	1.0208
E	1.5882	1.1739

4. Exhibit "C" to the Declaration is amended to read as follows:

EXHIBIT "C"
TO THE
DECLARATION OF UNIT OWNERSHIP ESTATES
FOR
FOREST CREEK CONDOMINIUMS

PHASE II

A part of the W/2 NE/4 NE/4 NE/4 of Section 21, T26N, R13E, Indian Meridian, Washington County, Oklahoma, more particularly described as follows:

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Commencing at the NE corner of said Section 21; thence along the north section line S 89°47'22" W a distance of 329.07'; thence S 0°19'36" E a distance of 540' to the TRUE POINT OF BEGINNING; thence S 0°19'36" E 121.48' to the SE corner of said W/2 NE/4 NE/4 NE/4; thence N 89°55'25" W 96.79'; thence North 55'; thence West 110'; thence N 45°04'52" W 103.11'; thence S 45°00' W 70.00' to a point on the west line of the said W/2 NE/4 NE/4 NE/4; thence N 0°22'26" W 377.21'; thence East 75.84'; thence North 25'; thence East 25'; thence South 164.16'; thence East 55'; thence North 30'; thence East 65'; thence South 125'; thence West 100'; thence South 100'; thence East 210' to the point of beginning again.

PHASE III

A part of the W/2 NE/4 NE/4 NE/4 of Section 21, T26N, R13E, Washington County, Oklahoma, more particularly described as follows:

Commencing at the NE corner of Section 21; thence along the north section line S 89°47'22" W a distance of 658.4'; thence along the west line of the W/2 NE/4 NE/4 NE/4 S 0°22'26" E a distance of 581.84' to THE TRUE POINT OF BEGINNING; thence S 0°22'26" E 78' to the SW corner of the W/2 NE/4 NE/4 NE/4; thence along the south line of the W/2 NE/4 NE/4 NE/4 S 89°55'25" E 232'; thence north 55'; thence west 110'; thence N 45°04'52" W 103.11'; thence S 45°00' W 70' to the point of beginning again.

PHASE IV

A part of the W/2 NE/4 NE/4 NE/4 of Section 21, T26N, R13E, Washington County, Oklahoma, more particularly described as follows:

Commencing at the NE corner of said Section 21; thence along the north section line S 89°47'22" W a distance of 658.4'; thence S 0°22'26" E 50' to THE TRUE POINT OF BEGINNING; thence N 89°47'22" E 101.85'; thence South 130'; thence West 25'; thence South 25'; thence West 75.84' to the West line of the said W/2 NE/4 NE/4 NE/4; thence N 0°22'26" W 154.63' to the point of beginning again.

DATED this 4th day of October, 1983.

Owner of Units E-103, F-101, J-101, J-102, J-103, J-104, J-105, J-106, L-101, L-103, M-101, M-102, M-104, M-201, M-203, M-204, O-103, P-103, Q-101 and Q-103

FOREST CREEK DEVELOPMENT COMPANY, INC., an Oklahoma corporation

ATTEST:

Robert Thomas
Its Secretary

By: Robert D. Thomas
Its President

Owner of Unit A-101
Ronald Lee Hastings
A single man

Owner of Unit A-102
Roger V. Lewis
A single man

Owner of Unit B-101
Gary Lynn Ruehlen
A single man

Owner of Unit A-202
Mary C. Patterson
A single woman

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Owner of Unit B-103

Cecelia M. Waedekin
Cecelia M. Waedekin
A single woman

Owner B-104

Alfred T. Mockett
Alfred T. Mockett

Owner of Unit B-202

James F. Waedekin
James F. Waedekin

Bruce Bondurant
Bruce Bondurant
A single man

Mary Ann Waedekin
Mary Ann Waedekin
Husband and Wife

Owner of Unit B-201

Owner of Unit B-204

Randy J. Meyer
Randy J. Meyer

Mary Frances Anstine
Mary Frances Anstine
A single woman

Janet E. Meyer
Janet E. Meyer
Husband and Wife

Owner of Unit B-203

Owner of Unit C-104

Joseph J. Kubat, Jr.
Joseph J. Kubat, Jr.

Ronald L. Hay
Ronald L. Hay

Durae L. Kubat
Durae L. Kubat
Husband and Wife

Bernetta L. Hay
Bernetta L. Hay
Husband and Wife

Owner of Unit C-103

Owner of Unit C-203

Ronald L. Lane
Ronald L. Lane

Janet Louise Furrow
Janet Louise Furrow
A single woman

Suk Son Vance-Lane
Suk Son Vance-Lane
Husband and Wife

Owner of Unit C-202

Owner of Unit D-102

Robert P. Fruthaler
Robert P. Fruthaler
A single man

Ronald W. Gilbert, II
Ronald W. Gilbert, II

Jean Ann Gilbert
Jean Ann Gilbert
Husband and Wife

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Owner of Unit C-204

Mary Pat Haddican
Mary Pat Haddican
A single woman

Owner of Unit D-103

Guy Senatore
Guy Senatore
A single man

Owner of Unit E-102

Edward C. Mozdzen
Edward C. Mozdzen
A single man

Owner of Unit F-103

see page 9-A
Timothy Craig Coburn
A single person

Owner of Unit L-202

see page 9-B
Steven Craig Ulmer
A single man

Owner of Unit L-203

Carol A. Godard
Carol A. Godard
E.J. Godard
E.J. Godard
Daughter and Father

Owner of Unit N-103

Brian R. Hill
Brian R. Hill
A single man

Owner of Unit A-201

M. Doyle Gilstrap
M. Doyle Gilstrap

Owner of Unit E-101

Mark W. Tompkins
Mark W. Tompkins
A single man

Owner of Unit F-102

Kathy K. Holland
Kathy K. Holland

Wilma F. Holland
Wilma F. Holland
Daughter and Mother

Owner of Unit L-201

Jon Frederick Geibel
Jon Frederick Geibel

Elizabeth Martin Geibel
Elizabeth Martin Geibel
Husband and wife

see page 9-C
Deborah Joy Martin

see page 9-C
William Kinne Martin
Husband and Wife

Owner of Unit N-102

Steven J. Tkach
Steven J. Tkach
A single man

Owner of Unit N-104

George T. Sperl
George T. Sperl
A married man

Owner of Unit D-101

Eric T. Hsieh
Eric T. Hsieh

Debbie H. Hsieh
Debbie H. Hsieh
Husband and Wife

BOOK 805 PAGE 952

Owner of Unit C-204

Mary Pat Haddican
A single woman

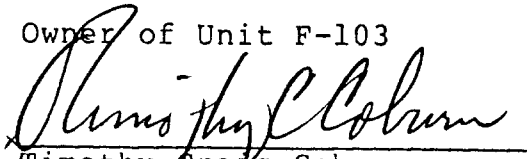
Owner of Unit D-103

Guy Senatore
A single man

Owner of Unit E-102

Edward C. Mozdzen
A single man

Owner of Unit F-103



Timothy Craig Coburn
A single person

Owner of Unit L-202

Steven Craig Ulmer
A single man

Owner of Unit L-203

Carol A. Godard

E.J. Godard
Daughter and Father

Owner of Unit N-103

Brian R. Hill
A single man

Owner of Unit A-201

M. Doyle Gilstrap

Owner of Unit E-101

Mark W. Tompkins
A single man

Owner of Unit F-102

Kathy K. Holland

Wilma F. Holland
Daughter and Mother

Owner of Unit L-201

Jon Frederick Geibel

Elizabeth Martin Geibel
Husband and wife

Deborah Joy Martin

William Kinne Martin
Husband and Wife

Owner of Unit N-102

Steven J. Tkach
A single man

Owner of Unit N-104

George T. Sperl
A married man

Owner of Unit D-101

Eric T. Hsieh

Debbie H. Hsieh
Husband and Wife

BOOK 805 PAGE 953

Owner of Unit C-204

M.P. Haddican

Mary Pat Haddican
A single woman

Owner of Unit D-103

Guy Senatore
A single man

Owner of Unit E-102

E.C. Mozdzen
Edward C. Mozdzen
A single man

Owner of Unit F-103

Timothy Craig Coburn
A single person

Owner of Unit L-202

Steven Craig Ulmer
Steven Craig Ulmer
A single man

Owner of Unit L-203

Carol A. Godard

E.J. Godard
Daughter and Father

Owner of Unit N-103

Brian R. Hill
A single man

Owner of Unit A-201

M. Doyle Gilstrap

Owner of Unit E-101

Mark W. Tompkins
A single man

Owner of Unit F-102

Kathy K. Holland

Wilma F. Holland
Daughter and Mother

Owner of Unit L-201

Jon Frederick Geibel

Elizabeth Martin Geibel
Husband and wife

Deborah Joy Martin

William Kinne Martin
Husband and Wife

Owner of Unit N-102

Steven J. Tkach
A single man

Owner of Unit N-104

George T. Sperl
A married man

Owner of Unit D-101

Eric T. Hsieh

Debbie H. Hsieh
Husband and Wife

BOOK 805 PAGE 954

Owner of Unit C-204

Mary Pat Haddican
A single woman

Owner of Unit D-103

Guy Senatore
A single man

Owner of Unit E-102

Edward C. Mozdzen
A single man

Owner of Unit F-103

Timothy Craig Coburn
A single person

Owner of Unit L-202

Steven Craig Ulmer
A single man

Owner of Unit L-203

Carol A. Godard

E.J. Godard
Daughter and Father

Owner of Unit N-103

Brian R. Hill
A single man

Owner of Unit A-201

M. Doyle Gilstrap

Owner of Unit E-101

Mark W. Tompkins
A single man

Owner of Unit F-102

Kathy K. Holland

Wilma F. Holland
Daughter and Mother

Owner of Unit L-201

Jon Frederick Geibel

Elizabeth Martin Geibel
Husband and wife

* *Deborah Joy Martin*
Deborah Joy Martin

* *William Kinne Martin*
William Kinne Martin
Husband and Wife

Owner of Unit N-102

Steven J. Tkach
A single man

Owner of Unit N-104

George T. Sperl
A married man

Owner of Unit D-101

Eric T. Hsieh

Debbie H. Hsieh
Husband and wife

Owner of Unit G-101

William Jackson
William Jackson

Jean D. Jackson
Jean D. Jackson
Husband and Wife

Owner of Unit C-101

Lynn S. McMurray
Lynn S. McMurray
A single woman

Owner of Unit C-102

Mark E. Latham
Mark E. Latham
A single man

Owner of Unit C-201

Vikram Singh Mehta
Vikram Singh Mehta
A single man

Owner of Unit G-202

Johnnie M. Goss
Johnnie M. Goss
A single woman

Owner of Unit L-102

see page 10-A
Anthony P. Bryant
see page 10-A
Judith L.C. Bryant
Judith L.C. Bryant
Husband and Wife

Owner of Unit M-202

Frederick D. Stevenson
Frederick D. Stevenson
A single man

Owner of Unit G-102

Lavaughn Roth
Lavaughn Roth
A widow

Owner of Unit G-103

Jack L. Renfro
Jack L. Renfro
Pamela S. Renfro
Pamela S. Renfro
Father and Daughter

Owner of Unit G-201

Rex A. Elbert
Rex A. Elbert
A single man

Owner of Unit G-203

Neal Elkins
Neal Elkins
Tammy Elkins
Tammy Elkins
Husband and Wife

Owner of Unit M-103

Elizabeth J. Hager
Elizabeth J. Hager
A single woman

Owner of Unit N-101

John C. Lehman
John C. Lehman
Cindy A. Lehman
Cindy A. Lehman
Husband and Wife

Owner of Unit O-102

Joseph C. Frana
Joseph C. Frana
A single man

BOOK 805 PAGE 956

Owner of Unit G-101

William Jackson

Jean D. Jackson
Husband and Wife

Owner of Unit C-101

Lynn S. McMurray
A single woman

Owner of Unit C-102

Mark E. Latham
A single man

Owner of Unit C-201

Vikram Singh Mehta
A single man

Owner of Unit G-202

Johnnie M. Goss
A single woman

Owner of Unit L-102

Anthony P. Bryant
Anthony P. Bryant

Judith L.C. Bryant
Judith L.C. Bryant
Husband and Wife

Owner of Unit M-202

Frederick D. Stevenson
A single man

Owner of Unit G-102

Lavaughn Roth
A widow

Owner of Unit G-103

Jack L. Renfro

Pamela S. Renfro
Father and Daughter

Owner of Unit G-201

Rex A. Elbert
A single man

Owner of Unit G-203

Neal Elkins

Tammy Elkins
Husband and Wife

Owner of Unit M-103

Elizabeth J. Hager
A single woman

Owner of Unit N-101

John C. Lehman

Cindy A. Lehman
Husband and Wife

Owner of Unit O-102

Joseph C. Frana
A single man

BOOK 805 PAGE 957

Owner of Unit O-101

James E. Seegan, Jr.
James E. Seegan, Jr.
A single man

Owner of Unit P-102

Dennis M. Ulrich
Dennis M. Ulrich
A single man

Owner of Unit P-101

Ann R. Joplin
Ann R. Joplin
see page 11-B
Robert C. Joplin
Robert C. Joplin
Father and Daughter

Owner of Unit Q-102

Dawn E. Miles
Dawn E. Miles
A single woman

Owner of Unit B-102

Shelly L. McDonald, a single woman, acting by and through her attorney-in-fact, First National Bank in Bartlesville

ATTEST:
(SEAL)

FIRST NATIONAL BANK IN
BARTLESVILLE, a national
banking association

By: _____
Title: _____

see page 11-A
By: Felix S. Roquemore, Jr.
Vice President

The undersigned, Shearson/American Express Mortgage Corporation, first mortgagee of record of greater than fifty-one percent (51%) of the above described Units, by its execution hereof, consents to the amendments herein contained pursuant to Paragraph 7.7 of the Declaration.

ATTEST:

SHEARSON/AMERICAN EXPRESS
MORTGAGE CORPORATION,
a corporation

Karen Gilbert
Secretary

By: T.E. Pinkley
T.E. Pinkley
Asst. Vice President

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss

The foregoing instrument was acknowledged before me this 19th day of September, 1983, by Robert D. Thomas, the President of Forest Creek Development Company, Inc., an Oklahoma corporation, on behalf of the corporation.

My Commission Expires:

January 20, 1987

Angela Gregory
Notary Public

BOOK 805 PAGE 958

Owner of Unit O-101

Owner of Unit P-102

James E. Seegan, Jr.
A single man

Dennis M. Ulrich
A single man

Owner of Unit P-101

Owner of Unit Q-102

Ann R. Joplin

Dawn E. Miles
A single woman

Robert C. Joplin
Father and Daughter

Owner of Unit B-102

Shelly L. McDonald, a single woman, acting by and through her attorney-in-fact, First National Bank in Bartlesville

FIRST NATIONAL BANK IN
BARTLESVILLE, a national
banking association

ATTEST:
(SEAL)

By: *Debra Lambert*
Title: TRUST OPERATIONS OFFICER

By: *Felix S. Roquemore, Jr.*
Felix S. Roquemore, Jr.
Vice President

The undersigned, Shearson/American Express Mortgage Corporation, first mortgagee of record of greater than fifty-one percent (51%) of the above described Units, by its execution hereof, consents to the amendments herein contained pursuant to Paragraph 7.7 of the Declaration.

SHEARSON/AMERICAN EXPRESS
MORTGAGE CORPORATION,
a corporation

ATTEST:

Secretary

By: _____
T.E. Pinkley
Asst. Vice President

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) ss
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 1983, by Robert D. Thomas, the President of Forest Creek Development Company, Inc., an Oklahoma corporation, on behalf of the corporation.

My Commission Expires:

Notary Public

BOOK 805 PAGE 959

Owner of Unit O-101

Owner of Unit P-102

James E. Seegan, Jr.
A single man

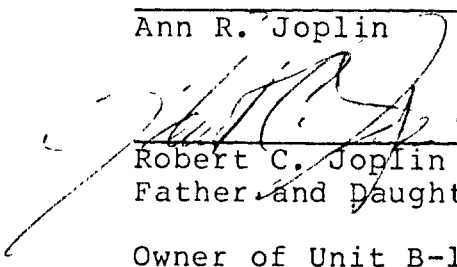
Dennis M. Ulrich
A single man

Owner of Unit P-101

Owner of Unit Q-102

Ann R. Joplin

Dawn E. Miles
A single woman


Robert C. Joplin
Father and Daughter

Owner of Unit B-102

Shelly L. McDonald, a single woman, acting by and through her attorney-in-fact, First National Bank in Bartlesville

FIRST NATIONAL BANK IN
BARTLESVILLE, a national
banking association

ATTEST:
(SEAL)

By: _____
Title: _____

By: _____
Felix S. Roquemore, Jr.
Vice President

The undersigned, Shearson/American Express Mortgage Corporation, first mortgagee of record of greater than fifty-one percent (51%) of the above described Units, by its execution hereof, consents to the amendments herein contained pursuant to Paragraph 7.7 of the Declaration.

SHEARSON/AMERICAN EXPRESS
MORTGAGE CORPORATION,
a corporation

ATTEST:

Secretary

By: _____
T.E. Pinkley
Asst. Vice President

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) ss
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 1983, by Robert D. Thomas, the President of Forest Creek Development Company, Inc., an Oklahoma corporation, on behalf of the corporation.

My Commission Expires:

Notary Public

BOOK 805 PAGE 960

STATE OF OKLAHOMA)
) ss
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this 19th day of September, 1983, by T.E. Pinkley, Asst. Vice President of Shearson/American Express Mortgage Corporation, a corporation, on behalf of the corporation.

My Commission Expires:

January 20, 1987

Angela Gregory
Notary Public

STATE OF OKLAHOMA)
) ss
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 4th day of October, 1983, by Roger V. Lewis, a single man, Gary Lynn Ruehlen, a single man, Edward C. Mozdzen, a single man, Mark W. Tompkins, a single man, Steven J. Tkach, a single man, Ronald W. Gilbert, II and Jean Ann Gilbert, husband and wife, Ronald Lee Hastings, a single man, Kathy K. Holland and Wilma F. Holland, daughter and mother, Alfred T. Mockett, Cecelia M. Waedekin, a single woman, and James F. Waedekin and Mary Ann Waedekin, husband and wife, Guy Senatore, a single man, Brian R. Hill, a single man, Ronald L. Lane and Suk Son Vance-Lane, husband and wife, George T. Sperl, a married man, Bruce Bondurant, a single man, Lynn S. McMurray, a single woman, Mark E. Latham, a single man, Vikram Singh Mehta, a single man, Robert P. Fruthaler, a single man, Mary C. Patterson, a single woman, Jon Frederick Geibel and Elizabeth Martin Geibel, husband and wife, Randy J. Meyer and Janet E. Meyer, husband and wife, Steven Craig Ulmer, a single man, Mary Frances Anstine, a single woman, Joseph J. Kubat, Jr. and Durae L. Kubat, husband and wife, Carol A. Godard and E.J. Godard, daughter and father, M. Doyle Gilstrap, Eric T. Hsieh and Debbie H. Hsieh, husband and wife, William Jackson and Jean D. Jackson, husband and wife, Lavaughn Roth, a widow, Jack L. Renfro and Pamela S. Renfro, father and daughter, Rex A. Elbert, a single man, Johnnie M. Goss, a single woman, Neal Elkins and Tammy Elkins, husband and wife, Deborah Joy Martin and William Kinne Martin, husband and wife, Elizabeth J. Hager, a single woman, Frederick D. Stevenson, a single man, John C. Lehman and Cindy A. Lehman, husband and wife, James E. Seegan, Jr., a single man, Joseph C. Frana, a single man, Ann R. Joplin and Robert C. Joplin, father and daughter, Dennis Ulrich, a single man, Dawn E. Miles, a single woman, Mary Pat Haddican, a single woman, Janet Louise Furrow, a single woman, and Ronald L. Hay and Bernetta L. Hay, husband and wife, Anthony P. Bryant and Judith L.C. Bryant, Husband and wife.

My Commission Expires:

August 31, 1987

Henry Messelmer
Notary Public

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1983, by Timothy Craig Coburn, a single man.

My Commission Expires:

Notary Public

BOOK 805 PAGE 961

STATE OF OKLAHOMA)
) ss
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 1983, by T.E. Pinkley, Asst. Vice President of Shearson/American Express Mortgage Corporation, a corporation, on behalf of the corporation.

My Commission Expires:

Notary Public

STATE OF OKLAHOMA)
) ss
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 1983, by Roger V. Lewis, a single man, Gary Lynn Ruehlen, a single man, Edward C. Mozdzen, a single man, Mark W. Tompkins, a single man, Steven J. Tkach, a single man, Ronald W. Gilbert, II and Jean Ann Gilbert, husband and wife, Ronald Lee Hastings, a single man, Kathy K. Holland and Wilma F. Holland, daughter and mother, Robert D. Thomas, a single man, Cecelia M. Waedekin, a single woman, and James F. Waedekin and Mary Ann Waedekin, husband and wife, Guy Senatore, a single man, Brian R. Hill, a single man, Ronald L. Lane and Suk Son Vance-Lane, husband and wife, George T. Sperl, a married man, Bruce Bondurant, a single man, Lynn S. McMurray, a single woman, Mark E. Latham, a single man, Vikram Singh Mehta, a single man, Robert P. Fruthaler, a single man, Mary C. Patterson, a single woman, Jon Frederick Geibel and Elizabeth Martin Geibel, husband and wife, Randy J. Meyer and Janet E. Meyer, husband and wife, Steven Craig Ulmer, a single man, Mary Frances Anstine, a single woman, Joseph J. Kubat, Jr. and Durae L. Kubat, husband and wife, Carol A. Godard and E.J. Godard, daughter and father, M. Doyle Gilstrap, Eric T. Hsieh and Debbie H. Hsieh, husband and wife, William Jackson and Jean D. Jackson, husband and wife, Lavaughn Roth, a widow, Jack L. Renfro and Pamela S. Renfro, father and daughter, Rex A. Elbert, a single man, Johnnie M. Goss, a single woman, Neal Elkins and Tammy Elkins, husband and wife, Deborah Joy Martin and William Kinne Martin, husband and wife, Elizabeth J. Hager, a single woman, Frederick D. Stevenson, a single man, John C. Lehman and Cindy A. Lehman, husband and wife, James E. Seegan, Jr., a single man, Joseph C. Frana, a single man, Ann R. Joplin and Robert C. Joplin, father and daughter, Dennis Ulrich, a single man, Dawn E. Miles, a single woman, Mary Pat Haddican, a single woman, Janet Louise Furrow, a single woman, and Ronald L. Hay and Bernetta L. Hay, husband and wife.

My Commission Expires:

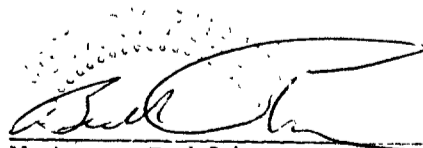
Notary Public

STATE OF Texas)
) ss
COUNTY OF Dallas)

* The foregoing instrument was acknowledged before me this 3rd day of September, 1983, by Timothy Craig Coburn, a single man.

My Commission Expires:

SEP 17 1984



Notary Public
BRAD COBURN

Notary Public for State of Texas

My Commission Expires SEP 17 1984

BOOK 805 PAGE 962

STATE OF OKLAHOMA)
) ss
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 4th day of October, 1983, by Felix S. Roquemore, Jr., Vice President of First National Bank in Bartlesville, a national banking association, on behalf of said association, as attorney-in-fact on behalf of Shelly L. McDonald, a single woman.

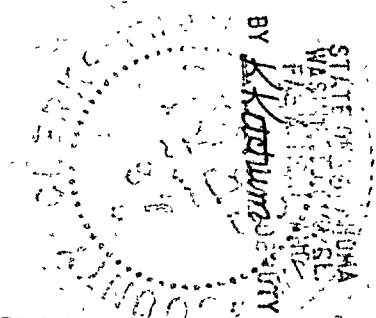
My Commission Expires:

August 31, 1987


Notary Public

AFFIDAVIT

STATE OF OKLAHOMA)
)
COUNTY OF WASHINGTON) SS



OCT 5 4 43 PM '84

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Robert D. Thomas, being first duly sworn, deposes and states as follows:

1. That he is President of Forest Creek Development Company, Inc., an Oklahoma corporation, and that he is authorized to make this Affidavit on behalf of said corporation.

2. That this Affidavit concerns the following described real property located in Washington County, State of Oklahoma, to-wit:

FOREST CREEK UNIT OWNERSHIP ESTATES, according to the Declaration of Unit Ownership Estates for Forest Creek Condominiums recorded in Book 777 at Page 67, et seq., as amended, in the Office of the County Clerk of Washington County, Oklahoma.

3. That pursuant to Paragraph 2.12g, of the above referenced Declaration, the prior written approval of the Veterans' Administration is required for annexation or merger of all future phases for Forest Creek Unit Ownership Estates. That pursuant to said requirements, attached hereto as Exhibit "A" is the written approval of the Veterans' Administration for the annexation and merger of Phase IV of Forest Creek Unit Ownership Estates.

Robert D. Thomas, President
Forest Creek Development
Company, Inc.

Subscribed and sworn to before me this 5th day of October, 1984, by Robert D. Thomas.

My Commission Expires:
August 31, 1987

Notary Public

The foregoing instrument was acknowledged before me this 5th day of October, 1984, by Robert D. Thomas, President of Forest Creek Development Company, Inc., an Oklahoma corporation, on behalf of said corporation and individually.

My Commission Expires:
August 31, 1987

Notary Public

BOOK 824 PAGE 559

EXHIBIT "A"

Regional Office
125 South Main Street
Muskogee, OK 74401



**Veterans
Administration**

September 25, 1984

Forest Creek Development Company, Inc.
2727 East 21st Street, Suite 600
Tulsa, OK 74114

In Reply Refer To:

Re: Condominium submission

Project identification: Forest Creek
Condominiums, Phase IV
Location: Bartlesville, Oklahoma

VA File No.: 84-8C

Gentlemen:

A review of your condominium submission indicates the following:

The condominium organizational documents are found to be acceptable to the VA subject to the enclosed Special Condominium Requirements. If not already submitted, we will now accept appraisal requests in relation to the properties in this project.

This condominium project is fully acceptable and is now eligible for VA Loan Guaranty.

(Phase(s) _____ only).

Please prepare, submit and/or amend the following organizational document exhibits:

1. Certified copies of recorded Declaration of Annexation and Merger for Phase IV. (Three sets.)
2. A presale requirement of 70 percent of the total units in Phases I-IV must be met prior to guaranty of the first individual unit loan in Phase IV. Lender must submit certification that presale requirement has been met.

Sincerely yours,

J. C. MATHIS
Loan Guaranty Officer
or Designee

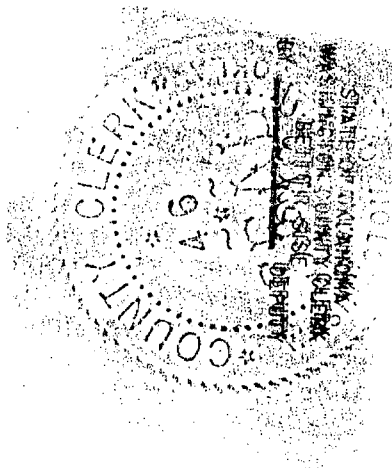
cc:
Shearson/American Express Mortgage Corp.
Eller and Detrich, Inc.
Federal Housing Administration

FL 26-619
Oct 1983(RS)

BOOK 824 PAGE 560

62505

AMENDED
BY-LAWS
OF
FOREST CREEK OWNERS ASSOCIATION, INC.
(An Oklahoma Non-Profit Corporation)
Washington County, Oklahoma



Nov 4 11:03 AM '92
Nov 4 11:03 AM '92

FILED

BK 0870 PG 3458

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FOREST CREEK OWNERS ASSOCIATION, INC.

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BK0870PG3461

BY-LAWS
OF
FOREST CREEK OWNERS ASSOCIATION, INC.
(AN OKLAHOMA NON-PROFIT CORPORATION)

ARTICLE I
NAME

1.1 NAME: The name of the organization shall be THE FOREST CREEK OWNERS ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II
PURPOSE AND OWNER OBLIGATION

2.1 PURPOSE: The purpose for which this non-profit Association is formed is to govern the real property situated in the County of Washington, State of Oklahoma (hereinafter called "Property" or "Condominium Property" or "Project"), which Property is described on the attached Exhibit "A", which by this reference is made a part hereof, and which Property has been submitted to the provisions of the Unit Ownership Estate Act of the State of Oklahoma as set forth in the Declaration of Unit Ownership Estates for Forest Creek Condominiums, hereinafter called the "Declaration".

2.2 OWNER OBLIGATION: All present or future owners, tenants, future tenants or any other person who might use the facilities of the Project in any manner, are subject to the regulations set forth in these By-Laws. The mere acquisition or rental of any of the Unit Ownership Estates (hereinafter referred to as "Units" or "Condominium Units") of the Project or the mere act of occupancy of any said Units will signify that these By-Laws are accepted, ratified and will be strictly followed.

ARTICLE III
DEFINITIONS AND TERMS

3.1 DEFINITIONS: As used herein, the terms shall be defined as set forth in the Declaration unless specifically defined herein or unless the context shall expressly provide otherwise.

3.2 MEMBERSHIP: Any person on becoming an Owner of a Condominium Unit shall automatically become a Member of this Association and be subject to these By-Laws. Such Membership shall terminate without any formal Association action whenever such person ceases to own a Condominium Unit. Such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with FOREST CREEK UNIT OWNERSHIP ESTATES during the period of Ownership and Membership in this Association, or impair any rights or remedies which the Board of Directors of the Association or others may have against such former Owner and Member arising out of or in any way incident thereto. No certificates of stock shall be issued by the Association, but the Board of Directors, if it so elects, may issue one (1) Membership Card per Unit to the Owner(s) of a Condominium Unit. Such Membership Card shall be surrendered to the Secretary whenever ownership of the Condominium Unit designated thereon is terminated.

3.3 VOTING: Unit ownership shall entitle the Owner(s) to cast one (1) vote per Unit in the affairs of the Association as set forth in the Declaration, which vote will be weighted to equal the proportionate share of ownership of the Unit Owner in the Common Elements. Voting

shall not be split among more than one (1) Unit Owner. The present number of votes that can be cast by the Unit Owners is thirty-nine (39). The combined weighted votes calculated in accordance with Exhibit "B" to the Declaration shall equal one hundred percent (100%). Should any additional property be annexed in accordance with Paragraph 2.12 of the Declaration, the total number of votes shall be increased accordingly, and the weighted average adjusted to total one hundred percent (100%).

3.4 MAJORITY OF UNIT OWNERS: As used in these By-Laws, the term "majority of Unit Owners" shall mean those Owners of more than fifty percent (50%) of the aggregate interest in the general common elements as established by the Declaration. Pursuant to Section 520 of the Act, a majority of Unit Owners is required to adopt any decision unless a greater percentage requirement is set forth herein.

3.5 QUORUM: Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of Unit Owners" as defined in Paragraph 3.4 of this Article shall constitute a quorum.

3.6 PROXIES: Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

ARTICLE IV ADMINISTRATION

4.1 ASSOCIATION RESPONSIBILITIES: The Owners of the Units will constitute the Council of Unit Owners, hereinafter referred to as "Association", who will have the responsibility of administering the Project through a Board of Directors.

4.2 PLACE OF MEETINGS: All annual and special meetings of the Association shall be held at the principal office of the Association or at such other suitable and convenient place as may be permitted by law and from time to time fixed by the Directors and designated in the notices of such meetings.

4.3 ANNUAL MEETINGS: Annual meetings shall be held the second (2nd) Tuesday of November each year, at 7:30 p.m.

4.4 SPECIAL MEETINGS: It shall be the duty of the President to call a special meeting of the Owners as directed by resolution of the Board of Directors or upon a petition signed by at least twenty-five percent (25%) of the Owners and presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the Owners present, either in person or by proxy.

4.5 NOTICE OF MEETINGS:

(a) The Secretary shall mail notice of annual and special meetings to each Member of the Association, directed to his last known post office address as shown on the records of the Association, by uncertified mail, postage prepaid. Such notice shall be mailed not less than

ten (10) days nor more than twenty (20) days before the date of such meeting and shall state the date, time and place of the meeting and the purpose or purposes thereof. In lieu of mailing notice as herein provided, such notice may be delivered by hand or left at his residence in this absence. If requested, any Mortgagee of Record or its designee may be entitled to receive similar notice.

(b) In order to determine the identity of Unit Owners entitled to notice of or to vote at any meeting of the Association or for any other proper purpose, the Board of Directors may provide that the Unit Owners Register shall be closed for a period not to exceed thirty (30) days prior to any meeting.

4.6 ADJOURNED MEETING: If any meeting of Owners cannot be organized because a quorum has not attended, the Owners who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is attained.

4.7 ORDER OF BUSINESS: The Order of Business at all meetings of the Owners of Units shall be as follows:

- a. Roll call
- b. Proof of notice of meeting or waiver of notice
- c. Reading of minutes of preceding meeting
- d. Reports of Officers
- e. Reports of Committees
- f. Election of Directors
- g. Unfinished business
- h. New business

4.8 FISCAL YEAR: The fiscal year of the Corporation shall end at midnight on December 31, of each calendar year.

ARTICLE V BOARD OF DIRECTORS

5.1 NUMBER AND QUALIFICATION: The affairs of this Association shall be governed by a Board of Directors composed of seven (7) persons.

5.2 POWERS AND DUTIES: The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of a residential Condominium Project. The Board of Directors may do all such acts and things that are not by these By-Laws or by the Declaration directed to be exercised and done by the Owners.

5.3 OTHER POWERS AND DUTIES: The Board of Directors shall have the following duties:

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

b. To establish, make and enforce compliance with rules necessary for the orderly operation, use and occupancy of this Condominium Project. (A copy of such rules and regulations shall be delivered or mailed to each Member promptly upon the adoption thereof.)

c. To keep in good order, condition and repair all of the General and Limited Common Elements and all items of personal property used in the enjoyment of the entire project.

d. To insure and keep insured all of the insurable Common Elements of the Property in an amount equal to their maximum replacement value, as provided in the Declaration. Further, to obtain and maintain comprehensive liability insurance covering the entire Project in amounts not less than One Hundred Thousand Dollars (\$100,000.00) per person, Three Hundred Thousand Dollars (\$300,000.00) per accident and Fifty Thousand Dollars (\$50,000.00) property damages, plus a One Million Dollar (\$1,000,000.00) umbrella policy. To insure and keep insured all the fixtures, equipment and personal property acquired by the Association for the benefit of the Association, the Owners of the Condominium Units and their First Mortgagees.

e. To fix, determine, levy and collect the monthly prorated assessments to be paid by each of the Owners; and by majority vote of the Board to adjust, decrease or increase the amount of the monthly assessments subject to the provisions of the Declaration; to levy and collect special assessments in order to meet increased operating or maintenance expenses or costs, and additional capital expenses. All monthly or other assessments shall be in itemized statement form and shall set forth in detail the various expenses for which the assessments are being made.

f. To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an Owner as provided in the Declaration and these By-Laws.

g. To protect and defend the entire Project from loss and damage by suit or otherwise.

h. To borrow funds in order to pay for any required expenditures or outlay; to execute all such instruments evidencing such indebtedness which shall be the several obligations of all of the Owners in the same proportion as their interests in the General Common Elements.

i. To enter into contracts within the scope of their duties and powers.

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

k. To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof at any reasonable time by each of the Owners and any First Mortgagee of a Unit, or the Veteran's Administration, and to cause a complete audit of the books and accounts by a competent accountant, once each year. The Association shall cause to be prepared and delivered annually to each Owner an audited statement showing all receipts, expenses or disbursements since the last such statement. Such audited financial statements shall be available to any First Mortgagee of a Unit, or the Veteran's Administration, on request, within ninety (90) days following the fiscal year end of the Project.

l. To meet at least once each quarter.

m. To designate, and dismiss when required, the personnel necessary for the maintenance and operation of the General and Limited Common Elements.

n. In general, to carry on the administration of this Association and to do all of those things, necessary and reasonable, in order to carry out the communal aspect of Condominium Ownership.

5.4. ELECTION AND TERM OF OFFICE: At the first annual meeting of the Association, the term of office of one-third (1/3) of the Directors shall be fixed for one (1) year, the term of office of one-third (1/3) of the Directors shall be fixed for two (2) years, and the term of office of the remaining one-third (1/3) of the Directors shall be fixed at three (3) years. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The persons acting as Directors shall hold office until their successors have been elected and hold their first meeting.

5.5 VACANCIES: Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each Director so elected shall serve out the remaining term of his predecessor.

5.6 REMOVAL OF DIRECTORS: At any regular or special meeting duly called, any one (1) or more of the Directors may be removed with or without cause by a majority of the Owners, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

5.7 ORGANIZATIONAL MEETING: The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

5.8 REGULAR MEETINGS: 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, but at least four (4) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or telegraph, at least seven (7) days prior to the day named for such meeting.

5.9 SPECIAL MEETINGS: Special meetings of the Board of Directors may be called by the President or Secretary, or upon the written request of at least two (2) Directors. The President or Secretary will give seven (7) days' personal notice to each Director by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting.

5.10 WAIVER OF NOTICE: Before or at any meeting of the Board of Directors, any Director may in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

5.11 BOARD OF DIRECTOR'S QUORUM: At all meetings of the Board of Directors, a majority of Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting, as originally called, may be transacted without additional notice.

ARTICLE VI OFFICERS

6.1 DESIGNATION: The Officers of the Association shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by and from the Board of Directors. The office of Vice President may be held vacant. The Board may also choose one or more Assistant Secretaries and Assistant Treasurers and other Officers as in their judgment may be necessary.

6.2 ELECTION OF OFFICERS: The Officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

6.3 REMOVAL OF OFFICERS: Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board called for such purpose.

6.4 PRESIDENT: The President shall be the chief executive officer of the Association. He shall preside at all meetings of both the Association and the Board of Directors. He shall have all the general 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 Owners to assist in the administration of the Association. The President, or his designated alternate, shall represent the Association at all meetings of the FOREST CREEK OWNERS ASSOCIATION, INC.

6.5 VICE PRESIDENT: The Vice President shall perform all of the duties of the President in his absence and such other duties as may be required of him from time to time by the Board of Directors.

6.6 SECRETARY:

a. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association. He shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of the Secretary.

b. The Secretary shall compile and keep up to date a Unit Owners Register at the principal office of the Association which shall contain a complete list of Members and their last known addresses. Such Register shall show opposite each Member's name, the number of Members and the parking spaces assigned for use in connection with the Unit. Such Register shall be open to inspection by Members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

c. The Secretary, on behalf of the Association, shall be required to make available to Unit Owners, lenders and the holders, insurers and guarantors of the first mortgage on any Unit, and to prospective purchasers, current copies of the Declaration, By-Laws and other rules governing the Project, and other books, records and financial statements of the Association.

6.7 TREASURER: The Treasurer shall receive and deposit in appropriate bank accounts all money of the Association and shall disburse such as directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board of Directors, including authority to: sign all checks and promissory notes of the Association; keep proper books of account; cause an annual statement of the Association's books to be made at the completion of each fiscal year; prepare an annual budget and a statement of income expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members; and perform all other duties assigned to him by the Board of Directors.

6.8 ASSISTANT SECRETARY: Each Assistant Secretary shall have the usual powers and duties pertaining to the office, together with such other powers and duties as may be assigned to such officer by the Board of Directors. The Assistant Secretaries shall exercise the powers of the Secretary during that officer's absence or inability to act.

6.9 ASSISTANT TREASURER: Each Assistant Treasurer shall have the usual powers and duties pertaining to this office, together with such powers and duties as may be assigned to him by the Board of Directors. The Assistant Treasurer shall exercise the powers of the Treasurer during that officer's absence or inability to act.

ARTICLE VII MANAGEMENT CONTRACT

7.1 MANAGEMENT COMPANY: The Board of Directors may enter into a Management Agreement with an individual or management company at a rate of compensation agreed upon by the Board of Directors. In accordance with the Declaration and the By-Laws, such individual or such management company shall have, but shall not be limited to, the following functions, duties and responsibilities:

a. FISCAL MANAGEMENT:

(1) Prepare annual operating budget detailed to reflect expected operation for each month. This budget is established to show expected recurring receipts and operating disbursements. It is further used for comparison with actual monthly income and expenditures.

(2) Prepare five (5) year sinking fund reserve budget projection for capital expenditures on items recurring only periodically, i.e., painting, etc., for Common Elements.

(3) Prepare monthly operating and cash position statements and statements concerning sinking fund reserve accounts.

(4) Analyze and compare operating receipts and disbursements against the Board-approved budget. Where a significant variation is shown (10% above the budgeted amount), prepare explanations of variations from budgeted figures. Suggest corrective recommendations, if applicable.

(5) Collect maintenance fees and special assessments; deposit them in checking, savings or other income producing accounts on behalf of the Board and maintain comprehensive records thereof. Establish individual checking and sinking fund reserve accounts, as directed by the Board.

(6) Mail notices of delinquency to any Owner in arrears, and exert reasonable effort to collect delinquent accounts.

(7) Examine all expense invoices for accuracy and pay all bills in accordance with the terms of the property management agreement.

(8) Prepare year-end statement of operations for Owners.

b. PHYSICAL MANAGEMENT:

(1) Assume full responsibility for maintenance and control of Common Area improvements and equipment. Maintain the Property in constant repair to reflect Owner pride and to insure high property values in accordance with the provisions of the operating budget, as approved by the Board of Directors.

(2) Enter into contracts and supervise services for lawn care, refuse hauling, pump maintenance, etc., at approved operating budgets.

(3) Select, train and supervise competent personnel, as directed by the Board.

(4) Compile, assemble and analyze data; and prepare specifications and call for bids for major improvement projects. Analyze and compare bids, issue contracts and coordinate the work; maintain close and constant inspection to insure that work is performed according to specifications.

(5) Perform any other projects with diligence and economy in the Board's best interests.

c. ADMINISTRATIVE MANAGEMENT:

(1) Inspect contractual services for satisfactory performance. Prepare any necessary compliance letters to Vendors.

(2) Obtain and analyze bids for insurance coverage specified in By-Laws and Declaration, recommend modifications or additional coverages. Prepare claims when required and follow up on payment; act as Board's representative in negotiating settlement when authorized to do so.

(3) Exercise close liaison and supervision over all personnel to insure proper operational maintenance and to promote good Management-Resident-Owner relationships.

(4) Act as liaison for the Association in any negotiations or disputes with local, federal or state taxing agencies or regulatory bodies.

(5) Exercise close supervision over hours and working conditions of employed personnel to insure compliance with Wage and Hour and Workman's Compensation Laws.

(6) Assist in resolving individual Owner's problems as they pertain to the Association, Common Elements and governing rules and regulations.

(7) Represent an absentee Owner when requested and accepted in writing.

(8) Administer the Condominium Project in such a way as to promote a pleasant and harmonious relationship within the complex for all Owners, Residents and Tenants alike.

ARTICLE VIII
INDEMNIFICATION OF OFFICERS AND DIRECTORS

8.1 INDEMNIFICATION: The Association shall indemnify every Director or Officer, his heirs, executors, administrators, personal representatives and assigns against all loss, cost and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or Officer of the Association, except in matters of gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters in which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Director or Officer in relation to the matter involved. The foregoing rights shall not be exclusive of any rights to which such Director or Officer may be entitled. All liability, loss damage, cost and expenses incurred or suffered by the Association in connection with the foregoing indemnification provision shall be treated and handled by the Association as common expenses; provided, however, nothing contained in this Article VIII shall be deemed to obligate the Association to indemnify any Member or Owner of a Condominium Unit, who is or has been a director or Officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration as a Member or Owner of a Condominium Unit covered thereby.

ARTICLE IX
OBLIGATIONS OF THE OWNERS

9.1 ASSESSMENTS: All Owners shall be obligated to pay the monthly assessments imposed by the Association to meet the Common expenses as defined in the Declaration. The assessments shall be made pro rata according to the proportionate share of the Unit Owner in and to the General Common Elements and shall be due monthly, in advance. A Member shall be deemed to be in good standing and entitled to vote at any annual or special meeting of Members, within the meaning of these By-Laws, only if he is current in the assessments made or levied against him and the Condominium Unit owned by him.

9.2 MAINTENANCE AND REPAIR:

a. Every Owner must perform promptly at his own expense all maintenance and repair work within his own Unit or attributable to his own Unit by the terms hereof or by the Declaration.

b. All the repairs of internal installations of the Unit, such as patio painting, water, light, gas power, sewage, telephone, air conditioning, sanitary installations, doors, windows, glass, hot water heaters, electrical fixtures and all other accessories, equipment and fixtures belonging to the Unit area shall be at the Owner's expense.

c. An Owner shall be obligated to promptly reimburse the Association upon receipt of its statement for any expenditures incurred by it in repairing or replacing any General or Limited Common Element damaged by his negligence or by the negligence of his tenants or agents.

9.3 MECHANIC'S LIEN: Each Owner agrees to indemnify and to hold each of the other Owners harmless from any and all claims of mechanic's lien filed against other Units and the appurtenant General Common Elements for labor, materials, services or other products incorporated into the Owner's Unit. In the event suit for foreclosure is commenced, such Owner shall be required within ninety (90) days to deposit with the Association cash or negotiable securities equal to the amount of such claim plus interest for one (1) year together with the sum of One Hundred Dollars (\$100.00). Such sum or securities shall be held by the Association pending final adjudication or settlement of the litigation. Disbursement of such funds or proceeds shall be made to insure payment of or on account of such final judgment or settlement. Any deficiency shall be paid forthwith by the subject Owner. If the subject Owner fails to pay such deficiency, the Association shall be entitled to make such payment, the amount thereof being the debt of the Owner and a lien against his Condominium Unit which may be foreclosed as is provided in the Declaration.

9.4 GENERAL:

a. Each Owner shall comply strictly with the provisions of the Declaration.

b. Each Owner shall always endeavor to observe and promote the cooperative purposes for which the Project was built.

9.5 USE OF UNITS - INTERNAL CHANGES:

a. All Units shall be utilized for single-family residential purposes only.

b. An Owner shall not make structural modifications or alterations to his Unit or to the installations located therein without previously notifying the Association in writing through the President of the Association and receiving approval from the Board of Directors. The Board shall have the obligation to answer within thirty (30) days after such notice. Failure to so answer within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

9.6 USE OF GENERAL COMMON ELEMENTS AND LIMITED COMMON ELEMENTS: Each Owner may use the General Common Elements and the Limited Common Elements in accordance with the purposes for which they were intended.

9.7 RIGHT OF ENTRY:

a. An Owner shall grant the right of entry to any person authorized by the Board of Directors in case of an emergency originating in or threatening his Unit, whether the Owner is present at the time or not.

b. An Owner shall permit other Owners, or their representatives, when so required, to enter his Unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the Owner. In case of an emergency, such right of entry shall be immediate.

9.8 RULES AND REGULATIONS:

a. All Owners shall promptly and completely comply with each of the rules and regulations herein contained or hereinafter properly adopted for the utilization of the General Common Elements in order for all Owners and their guests to achieve maximum utilization of such facilities consonant with the rights of each of the other Owners thereto.

b. Nothing shall be done in any Unit, nor shall same be occupied or used for any purpose, nor shall any commodity, product or personal property be kept therein or thereon, which shall cause such improvements to be uninsurable against loss by fire or the perils included in an extended coverage endorsement or which might cause or warrant any policy or policies covering said Premises to be cancelled or suspended by the insuring company.

c. Owners and occupants of Units shall at all times exercise extreme care to avoid making or permitting to be made loud or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, phonographs, television sets, amplifiers and any other instruments or devices in such manner as may disturb or tend to disturb Owners, tenants or occupants of other Units. No Unit shall be used or occupied in such manner as to obstruct or interfere with the enjoyment of occupants or other resident of adjoining Units, nor shall any nuisance or immoral or illegal activity be committed or permitted to occur in or on any Unit or upon any part of the Common Elements.

d. The Common Areas (Common Elements) is used for the purposes of affording vehicular and pedestrian movements within the Project, for providing access to the Units, for recreational use by the Owners and occupants of Units and for providing privacy for the residents thereof through landscaping and such other means as shall be deemed appropriate. No part of the Common Area shall be obstructed so as to interfere with its use for the purposes hereinabove cited, nor shall any part of the Common Area be used in any manner which causes an increase in the premium rate for hazard and liability insurance coverage. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other common household pets, as provided in the Declaration.

e. No resident of the Project shall post any advertisements, signs or posters of any kind in or on the Project, except as authorized by the Association.

f. Parking of automobiles shall be in the spaces designated as parking for each Unit; no unattended vehicle shall at any time be left in the alleyways or streets in

such manner as to impede the passage of traffic or to impair proper access to parking area. The parking area shall at all times be kept free of unreasonable accumulation of debris or rubbish of any kind.

g. It is prohibited to hang garments, rugs and/or other materials from the windows or from any of the facades of the Project.

h. It is prohibited to dust rugs or other materials from the windows or to clean rugs by beating on the exterior part of the Condominium Units, or to throw dust, trash or garbage out any windows.

i. It is prohibited to throw garbage or trash outside the disposal areas provided for such purposes.

j. No Owner, resident or lessee shall install wiring for electrical or telephone installation, television antennas, machines or air conditioning units or any other devices whatsoever on the exterior of the Project or that protrudes through the interior walls, without prior written approval from the Association.

k. No Owner or other occupant of any Condominium Unit shall make any alterations, modification or improvement to the Common Elements of the Project without the written consent of the Association.

l. Reasonable and customary regulations for the use of the General Common Elements will be promulgated hereafter and publicly posted. Owners and all occupants of Units shall, at all times, comply with such regulations.

9.9 DESTRUCTION OR OBSOLESCENCE: Each Owner shall, if necessary, execute a power of attorney in favor of the Association, irrevocable appointing the Association his Attorney-In-Fact to deal with the Owner's Condominium Unit upon its destruction, obsolescence or condemnation, as is provided in the Declaration.

ARTICLE X AMENDMENTS TO PLAN OF CONDOMINIUM OWNERSHIP

10.1 BY-LAWS

a. After relinquishment of Declarant control of the Association as set forth in Article IV, these By-Laws may be amended by the Association at a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by Owners representing at least seventy-five percent (75%) of the aggregate interest of the undivided Ownership of the General Common Elements. In no event shall the By-Laws be amended to conflict with the Declaration. In the event of a conflict between the two documents, the Declaration shall control. In no event shall the By-Laws be amended to conflict with the Act.

ARTICLE XI MORTGAGES

11.1 NOTICE TO ASSOCIATION: An Owner who mortgages his Unit shall notify the Association through the President of the Association giving the name and address of his Mortgagee. The Association shall maintain such information in a book entitled "Mortgagees of Condominium Units".

11.2 NOTICE OF UNPAID ASSESSMENTS: The Association shall, at the request of a Mortgagee of a Unit, report any unpaid assessments due from the Owner of each Unit.

ARTICLE XII
COMPLIANCE

12.1 LEGAL REQUIREMENTS: These By-Laws are set forth to comply with the requirements of the Oklahoma Unit Ownership Estate Act. If any of these By-Laws conflict with the provisions of said Statute, it is hereby agreed and accepted that the provisions of the Statute will apply.

ARTICLE XIII
NON-PROFIT ASSOCIATION

13.1 NON-PROFIT PURPOSE: This Association is a non-profit corporation. No Unit Owner, Member of the Board of Directors or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as a salary or as compensation to, or distributed to or inure to the benefit of any Member of the Board of Directors; provided, however, always (i) that reasonable compensation may be paid to any Member while acting as an agent or employee of the Association for services rendered in effecting one (1) or more of the purposes of the Association and (ii) that any Member of the Board of Directors may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE XIV
PRINCIPAL OFFICE

14.1 ADDRESS: The principal office of the Association shall be located at 5279 S. E. Nowata Rd, Bartlesville, Oklahoma 74006, but may be located at such other suitable and convenient place or places as shall be permitted by law and designated by the Directors.

ARTICLE XV
EXECUTION OF INSTRUMENTS

15.1 AUTHORIZED AGENTS: The persons who shall be authorized to execute any and all instruments of conveyance or encumbrances, including promissory notes, shall be the President and the Secretary of the Association.

ARTICLE XVI
CORPORATE SEAL

16.1 CORPORATE SEAL: The Directors shall provide a corporate seal which shall be circular in form and comply with all legal requirements with respect thereto.

BK0810PG3474

CERTIFICATE

I HEREBY CERTIFY that the foregoing is a true, complete and correct copy of the Amended By-Laws of FOREST CREEK OWNERS ASSOCIATION, INC., an Oklahoma non-profit corporation, as adopted by the membership of the Forest Creek Owners Association, Inc., at a special meeting called for said purpose and and held on March 9, 1992.

IN WITNESS WHEREOF, I hereunto set my hand and affix the seal of the Corporation, this the 28th day of October,



FOREST CREEK OWNERS ASSOCIATION, INC., an Oklahoma non-profit corporation

Peggy White
Peggy White
Its Secretary

By: J.C. Waller
J.C. Waller
Its President

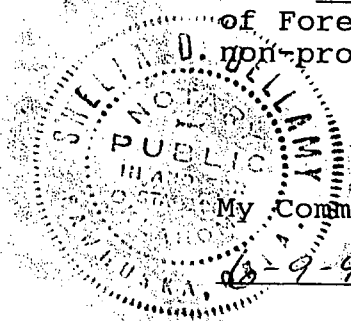
I, Peggy White, the duly elected, qualified and acting Secretary of Forest Creek Owners Association, Inc., an Oklahoma non-profit corporation, do hereby certify that the within and foregoing By-Laws are the By-Laws duly adopted by the membership of said corporation at a special meeting called for said purpose and held on March 9, 1992.

Peggy White
Secretary

STATE OF OKLAHOMA)
) SS
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 28th day of October, 1992, by J.C. Waller, President of Forest Creek Owners Association, Inc., an Oklahoma non-profit corporation, on behalf of the corporation.

Shelia D. Bellamy
Notary Public



BK0870PG3475

EXHIBIT A

TO THE

BY-LAWS

OF

FOREST CREEK OWNERS ASSOCIATION, INC.

(An Oklahoma Non-Profit Corporation)

That portion of the following described real property submitted to the provisions of the Oklahoma Unit Ownership Estate Act, to-wit:

The West Half of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter (W/2 NE/4 NE/4 NE/4) of Section Twenty-one ((21), Township Twenty-six (26) North, Range Thirteen (13) East, of the Indian Meridian, Washington County, State of Oklahoma.

BK0810P63416