

DECLARATION OF UNIT OWNERSHIP ESTATE
FOR
JONES UNIT BUILDING

WHEREAS, Victor P. Jones and Katie L. Jones, husband and wife, hereinafter referred to as "DECLARANTS," are the owners of the following described real property, together with improvements thereon and appurtenances thereunto belonging situate in Bartlesville, Washington County, Oklahoma, to wit:

Tract B, Woodland Office Park, Bartlesville,
Washington County, Oklahoma.

WHEREAS, DECLARANTS have constructed on the above described property a wood frame with rock veneer, one-story business office building, all in accordance with the building restrictions and in compliance with the rules and regulations of Woodland Office Park; and

WHEREAS, DECLARANTS desire and intend hereby to create and establish four separately designated unit ownership estates in said building and the property thereon situate as defined by the Unit Ownership Estate Act of the State of Oklahoma, by submission to the provisions of said Act the above described real property and buildings and improvements presently thereon, all as hereinafter provided;

NOW, THEREFORE, DECLARANTS, as owners of the above described real property, and the building and improvements thereon situate, for themselves, their successors and assigns, do hereby publish and declare as follows:

ARTICLE I

SUBMISSION OF PROPERTY TO UNIT OWNERSHIP ESTATE ACT

(1) Property Submitted to Act: The above described real property together with the building and land upon which each unit is situated, and all other improvements and structures thereon or hereafter to be erected thereon and all easements, rights and appurtenances belonging thereto are hereby submitted to the provisions of the Unit Ownership Estate Act of the State of Oklahoma, Title 60, Oklahoma Statutes Annotated, Sections 501-530, inclusive.

(2) Definitions: The language, terms and expressions used in this Declaration shall be defined in accordance with the definitions thereof contained in the aforesaid Unit Ownership Estate Act of the State of Oklahoma unless a contrary intention is expressed herein or unless it is plainly evident from the context hereof that a different definition or meaning was intended.

(3) Act Defined: Wherever used in this Declaration, the word "Act" shall have reference to and mean the Unit Ownership Estate Act of the State of Oklahoma, above set forth, and any and all amendments thereto or revisions thereof.

(4) Common Name of Project: The property herein submitted to the Act shall bear the name and be known as "Jones Unit Building."

ARTICLE II

DESCRIPTION OF BUILDING AND UNITS

(1) Plot Plan: A Plot Plan of the above described real property showing the building, the four units therein, and other improvements thereon, is attached hereto and marked "Exhibit A" and made a part hereof. The building is a wood frame one-story with rock veneer with separate gas, water, electric and other utility connections for each of the four separate units, along

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with entry doors for each of the separate units. The outside dimensions of the building, including the rock veneer, is 65.7 feet running approximately east and west, and 55 feet running approximately north and south. Unit No. 1 commences at the southwest corner of said building and extends northward approximately 41.5 feet with an outside exit onto the common parking space on the west side of said building. Unit No. 1 then extends east approximately 13.5 feet, by a common wall with Unit No. 2; thence going south approximately 27.4 feet; thence going approximately 3.7 feet east; thence going approximately 6.6 feet south; thence going approximately 5.2 feet east; thence going 7.5 feet south, at which point the common wall ends with Unit No. 2 and then extending west 22.4 feet to the starting point which is the southwest corner of said building. Unit No. 1 has within it four separately partitioned rooms; two offices, a reception room, and restroom with access hall thereto. Unit No. 2, starting from the northwest corner of said building extends eastward approximately 10.1 feet; thence north approximately 1.8 feet; thence back eastward for approximately 20.8 feet, at which point adjoins with the common wall of Unit No. 3; thence extending south approximately 39.1 feet; thence west approximately 3.0 feet, thence south approximately 3.1 feet; thence east approximately 3.0 feet; thence extending south approximately 12.8 feet, ending common wall of Unit No. 2 and Unit No. 3, thence from the southeast corner of Unit No. 2, extending west approximately 8.5 feet to adjoin common wall of Unit No. 1; thence extending north along said common wall approximately 7.5 feet; thence extending west approximately 5.2 feet; thence extending north approximately 6.6 feet; thence extending west approximately 3.7 feet; thence extending north approximately 27.4 feet; thence extending west approximately 13.5 feet, at which point ends common wall of Units 1 and 2, from which point Unit 2 extends north approximately 13.5 feet, ending there on the northwest corner of the building. Unit No. 2 has four offices, reception room, restroom, and corridor connecting said rooms. Exterior exit is located on north side of said property leading to common parking area. Unit No. 3 lies east of Unit No. 2 with the east common wall of Unit No. 2 being the west common wall of Unit 3. Beginning at northwest corner of Unit No. 3 extending south with common wall of Unit No. 2 approximately 39.1 feet; thence extending west approximately 3.0 feet; thence extending south approximately 3.1 feet; thence extending east approximately 3.0 feet; thence extending south approximately 12.8 feet, ending common wall of Units 2 and 3, and being at the south line of the building; thence extending east along the south line of the building approximately 10.5 feet; there adjoining common wall of Unit No. 4 and extending north approximately 17.8 feet; thence extending east approximately 6.5 feet; thence extending north approximately 37.2 feet; there ending common walls of Units 3 and 4, from which point extending west approximately 17.0 feet to point of beginning. Exterior exit is located on north of said property in the northwest corner of Unit No. 3. Common parking is provided north and east of Unit No. 3. Unit No. 3 is divided into three offices, one reception room and one restroom. Unit No. 4 has common wall with Unit No. 3, beginning at northwest corner of Unit No. 4, and the northeast corner of Unit 3, extending approximately 37.2 feet southward; thence extending approximately 6.5 feet west; thence extending south approximately 17.8 feet to the south line of the building, at which point ends common wall between Units 3 and 4. From this point, being the Southwest corner of Unit No. 4, go east approximately 24.3 feet to the Southeast corner of said building, where there is a rear exit to Unit 4; thence extending north approximately 53.2 feet to the Northeast corner of said building; thence extending westerly from northeast corner of said building west approximately 10.1 feet; thence extending approximately 1.8 feet north; thence extending approximately 7.7 feet west to the northwest corner of Unit 4. Front access to Unit No. 4 is located in northwest corner, leading to common parking on north and east of building. Unit No. 4 is divided into three offices, reception room, restroom and corridors thereto.

ARTICLE III

LIMITED COMMON ELEMENTS

The common partition wall separating Unit 1 from Unit 2 shall be jointly maintained by the owners of Unit 1 and Unit 2, with all expense of interior painting or papering to be borne and paid by the respective owners of Units 1 and 2.

The common partition wall separating Unit 2 from Unit 3 shall be jointly maintained by the owners of Unit 2 and Unit 3, with all expense of interior painting or papering to be borne and paid by the respective owners of Units 2 and 3.

The common partition wall separating Unit 3 from Unit 4 shall be jointly maintained by the owners of Unit 3 and Unit 4, with all expense of interior painting or papering to be borne and paid by the respective owners of Units 3 and 4.

All costs of installation and repair of interior plumbing and gas and electrical maintenance and repair, shall be borne by the owners of the respective units. If, however, the cause of the necessity for maintenance or repair of interior plumbing, gas, water, or electricity occurs by reason of necessity to repair exterior lines in the common area, then and in such event, maintenance and repair costs shall be a common expense.

Each unit owner shall bear all maintenance and repair costs to their respective unit's entrances and exit doors to the building and windows within their respective unit and shall maintain and pay their respective unit's monthly utility bills.

ARTICLE IV

GENERAL COMMON ELEMENTS

The general common elements shall be those as defined in statute except as herein modified including but not limited to common parking for Tract B and maintenance and repair of the exterior of the office building and the respective unit owner's proportionate interest in said general common elements and share in the common expenses shall be as follows, to wit:

Unit 1	17.82171%
Unit 2	29.69711%
Unit 3	22.77482%
Unit 4	29.84612%

ARTICLE V

CREATION OF UNIT OWNERSHIP ESTATE

The real property, business building hereinbefore described, and all other improvements and structures on said Tract B, Woodland Office Park, Bartlesville, Washington County, Oklahoma, and all easements, rights and appurtenances belonging thereto, are hereby divided into four fee simple estates consisting of four separately designated units, together with an undivided percentage interest as hereinbefore set forth, in all common elements. Each unit is identified in Article II hereby and in Exhibit A by unit number designation and more specifically identified by number, dimension, area, and location of the building in which each particular unit and its location therein is situated.

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ARTICLE VI

AUTHORIZED PERSON TO RECEIVE SERVICE OF PROCESS

The following named person is hereby designated and authorized as the person to receive service of process in all cases required or authorized by the act, and particularly all service of process in any action at law or in equity relating to the common elements or relating to more than one unit included in this Declaration:

Victor Jones
1437 Cherokee Hills Drive
Bartlesville, Oklahoma 74003

ARTICLE VII

AMENDMENT TO DECLARATION

Except as otherwise specifically herein provided, this Declaration shall not be amended, modified or changed in whole or in part unless the unit owners representing an aggregate ownership interest in the common elements of eighty per cent (80%) or more and all holders of recorded mortgages covering any unit ownership estate herein, unanimously consent and agree in writing to such amendment, modification or change; PROVIDED, HOWEVER, that the percentage of the undivided interest of each unit owner in the common elements as expressed in this Declaration shall have a permanent character and shall not be altered without the written consent of the unit owners and all holders of any recorded mortgages covering any or all unit ownership estates.

ARTICLE VIII

USE AND APPURTENANT INTEREST

IN COMMON ELEMENTS UNSEVERABLE

Each unit and the undivided interest in and to the common elements appurtenant thereto shall be inseparable and may be conveyed, leased or encumbered only with the unit ownership estate of which they form a part.

The common elements shall remain undivided and no unit owner shall bring any action for partition or division thereof.

None of the provisions of this article shall be construed as a limitation on the right of partition of a unit ownership estate between the owners thereof but such partition shall not affect any other unit ownership estate.

ARTICLE IX

COMPLIANCE WITH DECLARATION

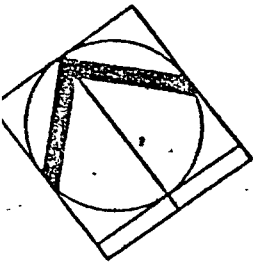
BY-LAWS AND RULES AND REGULATIONS

All present and future owners, tenants and occupants of unit ownership estates covered hereby shall be subject to and shall comply with the provisions of this Declaration, the By-Laws (Exhibit B appended hereto) and the rules and regulations as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of any unit ownership estate shall constitute an irrevocable agreement that the provisions of this Declaration, the By-Laws (Exhibit B appended hereto) and the rules and regulations as they may be amended from time to time are accepted and ratified by such owner, tenant or occupant and all such provisions shall be deemed and taken to be covenants running with

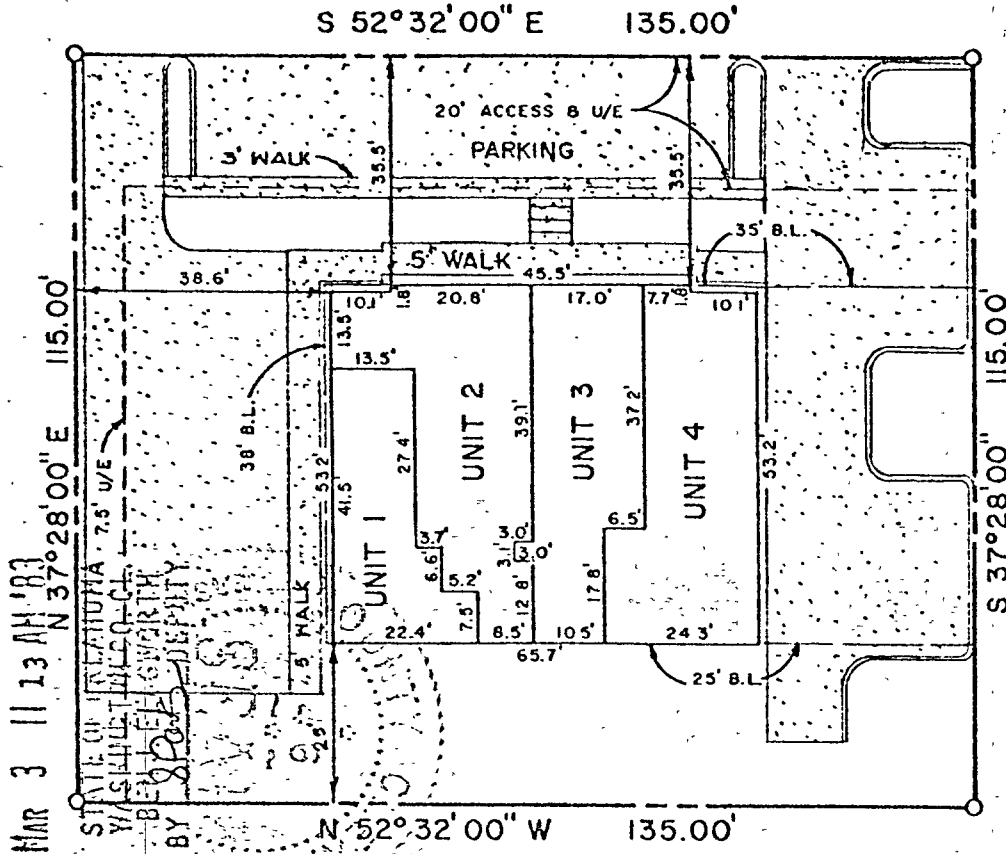
JONES UNIT BUILDING

EXHIBIT A to Declaration
of Unit Ownership Estate
for Jones Unit Building.

TRACT B, WOODLAND OFFICE PARK
BARTLESVILLE, WASHINGTON COUNTY, OKLAHOMA



SCALE: 1" = 30'



103714

Plat Emu. 490

FILED

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UNIT	PERCENTAGE SHARE
1	17.82171
2	29.69711
3	22.77482
4	29.84612

AREA TRACT B = 15,525 sq. ft.

AREA OF BLDG. = 3577.14 sq. ft.

NOTE: Ownership Dimensions have been figured from exterior wall to center of interior wall. The drawing shown above shows the exterior dimensions in overall building. Dimensions may vary ± 0.5 foot from frame line dimensions.

SURVEYOR'S CERTIFICATE:

I, Jack O. Greenawalt, do hereby certify that I am a registered Professional Engineer and Land Surveyor in the State of Oklahoma and at the insistence of the owner made the above described survey and that the annexed Plat 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.

Jack O. Greenawalt
L.S. No. 439

STATE OF OKLAHOMA S.S.
COUNTY OF WASHINGTON

Before me the undersigned, a notary public in and for said county and state on this 2 day of MARCH, 1983, personally appeared Jack O. Greenawalt to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he(they) executed the same as his(their) free and voluntary act and deed for the uses and purposes set forth.

My commission expires:

17 NOVEMBER 1985

Randy D. Weatherly

NOTES: All paved areas, as shown on said plat are dedicated as common areas (Private Access Easements) to and for the building site owners of JONES UNIT BUILDING except that all said common areas shall additionally serve as utility easements and access easements for emergency, postal and health service such as fire, police, mail pick-up, garbage collection, etc., including off street parking.

EXHIBIT "B"

BY-LAWS

OF

JONES UNIT BUILDING

ARTICLE I

IDENTIFICATION

These are the By-Laws of the unit ownership estates collectively known as "Jones Unit Building" created by virtue of the submission by Declaration of the following described property to the Unit Ownership Estate Act of the State of Oklahoma (Title 60, Oklahoma Statutes, Sections 501-30, inclusive):

Tract B, Woodland Office Park, Bartlesville
Washington County, Oklahoma,

which Declaration has been recorded in the office of the County Clerk of Washington County, Oklahoma, simultaneous with the recording of these By-Laws.

The administration of all of the above property and its use and occupancy shall be governed by these By-Laws which are the By-Laws required by the provisions of the aforesaid Act and which are referred to therein.

All present and future owners, mortgagees, lessees and occupants of unit ownership estates and their employees and any other person who may use the facilities of the property in any manner are subject to these By-Laws, the Declaration and any rules and regulations promulgated pursuant to these By-Laws. The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a unit shall constitute an agreement that these By-Laws, the rules and regulations and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified and will be complied with.

ARTICLE II

DEFINITIONS

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

ARTICLE III

FORM OF ADMINISTRATION OF PROPERTY

(1) The administration and management of all of the property above described and submitted to the provisions of the Act by the Declaration shall be by the Association of Unit Owners acting by and through the Board of Administrators. All of the unit owners constitute the Association of Unit Owners herein

Victor Jones
1437 Cherokee Hills Dr.
Bartlesville, Ok.
74003

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referred to as "Association" which is and shall be synonymous with the term "Council of Unit Owners" as defined in Section 503 (m) of the Act and as used in the Act.

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

ARTICLE IV

BOARD OF ADMINISTRATORS

(1) Number, tenure and qualifications. The management and control of the affairs of the Association and the management and control of the property shall be governed by and be in charge of a Board of Administrators composed of four (4) individual unit owners or their respective designees. Immediately upon delivery of deed conveying a unit ownership estate a new owner of said transferred unit ownership estate shall become one of the four members of the Board of Administrators and succeed to the position on said Board held by his grantor or his grantor's designee. Each Administrator, after all four units have been transferred by Declarant, must be a unit owner or designee thereof. No Administrator shall receive compensation for serving as such and the terms of an Administrator shall be coterminous with his ownership estate.

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

- (a) To administer and enforce the covenants, conditions, restrictions, uses, limitations, obligations and all other provisions set forth in the Declaration and in these By-Laws.
- (b) To establish, make and enforce compliance with such reasonable rules and regulations as may be necessary for the operation, use and occupancy of the property with the right to amend such rules and regulations from time to time. A copy of all rules and regulations shall be delivered or mailed to each unit owner promptly upon the adoption thereof.
- (c) To maintain, operate and keep in good state of repair all of the common elements.
- (d) To establish, determine, levy and collect assessments for common expenses as such common expenses are defined in the Act, the Declaration and these By-Laws; to levy and collect special assessments whenever in the opinion of the Board, it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional

capital expenses, or because of emergencies. The Board, by unanimous vote thereof, may adjust, decrease or increase the amount of periodic assessments for common expenses. All assessments for common expenses shall be in itemized statement form and shall set forth the detail of the various expenses for which the assessments are being made. The assessments shall be estimated by the Board in the manner hereinafter set forth.

- (e) To file statements of lien for unpaid common expenses, to foreclose the same and in general, to collect delinquent assessments for unpaid common expenses by suit or otherwise, as provided in the Act and in these By-Laws; to enjoin or seek damages from a unit owner for violation of any restrictive covenants contained in the Declaration, these By-Laws or the rules and regulations in any manner authorized by law; to institute suits at law or in equity for and on behalf of the unit owners or for one or more unit owners in the protection of a common right; to protect and defend all of the property submitted to the provisions of the Act by the Declaration from loss and damage by any means including the institution of suits at law or in equity.
- (f) To enter into contracts within the scope of the powers and duties of the Administrators as set forth in these By-Laws or as expressed or implied in the Act, or as may be contained in the Declaration.
- (g) To employ such personnel as in the sole discretion of the Board of Administrators is necessary for the maintenance, upkeep, surveillance and protection of the buildings and the common elements and services; to establish the salary or rate of pay for all such employees and to discharge or suspend any such employee for any cause which in the sole judgment of the Board of Administrators justified such action.
- (h) To establish a bank account or bank accounts for the common treasury and for all separate funds which are required or may be deemed advisable by the Board of Administrators or which may be authorized by the Declaration.
- (i) To keep and maintain full and accurate books of accounts and records reflecting all receipts, expenses and disbursements and to permit examination thereof at any reasonable time by any unit owner and to cause a complete certified audit of the books and accounts of the Board by a competent certified public accountant at least once each year which audit shall be a common expense.
- (j) To purchase unit ownership estates at foreclosure or other judicial sales in the name of the Board of Administrators or its designee, corporate or otherwise, on behalf of all unit owners.
- (k) To lease or purchase any equipment or personal property necessary for the operation of the common elements in the opinion of such Board.
- (l) To make repairs, additions and improvements to or alterations of the property and repairs to and restoration of the property in accordance

with the other provisions of these By-Laws after damage or destruction by fire or other casualty, or as the result of eminent domain proceedings.

- (m) In general, to carry on the administration of the Association and the property and to do all things necessary and reasonable in order to carry out the basic administrative functions of this Association of unit owners and to do all acts and perform all functions reasonably implied in the unit ownership estate form of property ownership.

ARTICLE V

OFFICERS

The officers of the Association shall be a President, a Vice President and a combined Secretary and Treasurer, all of whom shall be elected by the Board of Administrators. The Board may, but shall not be required to appoint such other officers and assistant officers as may be deemed necessary by the Board. The President and Vice President must be elected from the membership of the Board.

The officers of the Association shall be elected annually by the Board of Administrators at its first annual meeting and annually thereafter at each ensuing meeting which shall be held April 1, 1983, and each succeeding April 1.

PRESIDENT. The President shall be the principal executive officer of the Association, and subject to the control of the Board of Administrators, and shall in general supervise and control all of the business and affairs of the Association.

VICE-PRESIDENT. The Vice-President shall, in the absence of the President, or in the event of his death or inability or refusal to act, perform all duties of the President.

SECRETARY-TREASURER. The Secretary-Treasurer shall keep all minutes of meeting of the unit owners and the Board of Administrators, prepare notices, and other functions generally performed by a Secretary, and shall as Treasurer have custody of all funds and securities of the Association, and keep all financial records of the Association and pay, with the approval of the Board of Supervisors, all debts and obligations of the Association and perform such other duties as are generally performed by a Treasurer and as directed by the Board of Administrators.

None of the officers shall receive compensation for their services unless otherwise directed by the Board of Administrators.

ARTICLE VI

MEETINGS

The Board of Administrators shall have its first annual meeting April 1, 1983, and annually thereafter on the same date. Special meetings may be called by any unit owner at any time by giving written notice to the other unit owners and members of the Board of Administrators at least 24 hours before the date and hour when said special meeting is to be held.

ARTICLE VII

CARE, MAINTENANCE, REPAIR AND SURVEILLANCE

(1) Common Elements. The care, maintenance, repair and surveillance of all common elements shall be under the exclusive direction and control of the Board of Administrators. All maintenance, repair and replacements to the common elements shall be

made by the Board of Administrators and be charged to the unit owners as common expenses and if the unit owners fail to pay their respective apportioned part thereof, the Board may collect the same by lien, lien foreclosure, or suit. Each unit owner shall be responsible at his sole cost and expense for keeping any limited common element appurtenant to his unit clean and in sanitary condition. Maintenance, repair and replacement to common elements made by the Board of Administrators and necessitated by the negligence, misuse or neglect of a unit owner, or its tenants, lessees and agents shall not be at a common expense but shall be charged to and paid by said unit owners. A unit owner shall be obligated to reimburse the Board of Administrators for the cost and expense thereof immediately upon receipt of a statement therefor. A unit owner shall grant the right of entry or access to his unit to the Board of Administrators and/or other persons authorized by the Board for the purpose of making inspections or for the purpose of correcting any condition originating in said unit and threatening another unit or a common element, or for the purpose of performing installations, alterations or repair to the mechanical or electrical services or other common elements in his unit or elsewhere in the building.

No unit owner as such will attempt to make any repair to the common elements personally or direct or authorize others to do so. If the unit owner observes any portion of the common elements to be in a state of disrepair, he shall promptly call such to the attention of the members of the Board of Administrators.

(2) Insurance. Board of Administrators shall obtain and maintain to the extent available insurance on the common elements and all other personal property as may be held and administered by the Board for the benefit of the unit owners.

(3) The Board shall send a statement of assessment monthly to the unit owners along with itemized statement of expenses and the unit owners shall pay his aliquot share thereof within ten (10) days after receipt of said statement.

ARTICLE VIII

AMENDMENTS TO BY-LAWS

Seventy-five (75) percent of the unit owners of Jones Unit Building computed on the basis set forth in Section 503(n) of the Act, may at any time modify or amend these By-Laws at any annual or special meeting of the unit owners duly called for such purpose as in these By-Laws provided.

IN WITNESS WHEREOF the undersigned have executed this instrument the 3rd day of March, 1983.

Victor P. Jones
Victor P. Jones

Katie L. Jones
Katie L. Jones

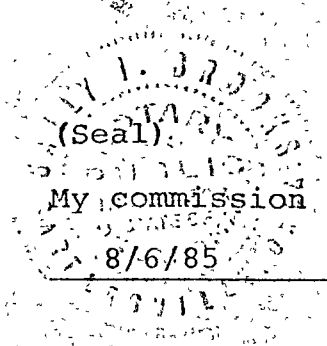
STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 3rd day of March, 1983, personally appeared Victor P. Jones and Katie L. Jones, husband and wife, to me known to be the identical persons who executed

the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

Dally D. Brooks
Notary Public



(Seal)

My commission expires:

8/6/85

FILED

MAR 3 11 14 AM '83

STATE OF OKLAHOMA
WASHINGTON CO. CL.
BENTLEY SWORTH
BY D. D. BROOKS
NOTARY PUBLIC

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