WARREN JONES
880 C FIRST NAT'L
OKC 73102

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STATE OF OKLAHOMA
JERRY D. WOODWARD
OKLA. COUNTY CLERK

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DECLARATION OF UNIT OWNERSHIP ESTATE

TWO-FORTY PLACE

THIS DECLARATION is made this 20 day of NOVEMBER 1980, by TWO-FORTY PLACE, LTD., an Oklahoma limited partnership ("Declarant"), with reference to the following facts:

1. Declarant is the owner of certain real property located in Oklahoma City, Oklahoma County, State of Oklahoma, more particularly described as follows (the "Land"):

> Commencing at the Northwest corner of the NW/4, Section 33, Township 11 North, Range 3 West, I.M., thence South 0°04'05" West along the West line of said NW/4 a distance of 704.88 feet, thence North 89°05'00" East a distance of 250 feet to the point or place of beginning, thence continuing North 89°05'00" East a distance of 285 feet, thence North 0°04'05" East and parallel to the West line of said NW/4 a distance of 100 feet, thence North 89°05' 00" East a distance of 150 feet, thence North 0°04'05" East a distance of 348 feet, thence North 89°05'00" East a distance of 251.83 feet, thence South 0°03'56" East a distance of 35 feet, thence North 89°05'00" East a distance of 72.74 feet, thence South 0°53'45" West a distance of 330.03 feet, thence South 37° 23'50" West a distance of 362.19 feet, thence South 26°04'05" West a distance of 150 feet, thence North 76°28'33" West a distance of 192.28 feet, thence North 0°55'00" West a distance of 65 feet, thence South 89°05'00" West a distance of 281.30 feet, thence North 0°03'56" East a distance of 221.86 feet to the point or place of beginning, said described tract contains 308,091.46 square feet or 7.072 acres,

2. Certain buildings and improvements are located on the Land, which buildings are more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Improvements").

3. Declarant desires and intends to sell and convey interests in the Land and Improvements to various persons subject to the protective restrictions, conditions, covenants, reservations, liens and charges set forth in this Declaration, and for this purpose, desires to submit the Land and Improvements to the provisions of the Oklahoma Unit Ownership Estate Act, 60 Oklahoma Statutes Section 501 et seq.

NOW THEREFORE, Declarant hereby declares that all the Land and Improvements are held and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following limitations, covenants, conditions, restrictions, reservations, liens and charges, all of which are hereby declared

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and established and agreed to be in furtherance of a general plan and scheme for the sale of Unit Ownership Estates, as defined in 60 Oklahoma Statutes Section 503(g) (1971), and all of which are declared, and established for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Land and Improvements. All of said limitations, covenants, conditions, reservations, liens, charges, and restrictions are hereby established and imposed upon the Land and Improvements for the benefit thereof and for the benefit of each and every individual Unit hereinafter described and of each owner of one or more Units, now or in the future, as that term is hereinafter defined, and the owners of any interest of any kind or character in the Land or Improvements, or any portion thereof.

All of said limitations, liens, covenants, conditions, reservations, charges, and restrictions shall run with the Land and shall be binding on all parties having or acquiring any right, title or interest in the Land and Improvements or any part thereof, whether as sole owner, joint owner, lessee, tenant, occupant, successor, trustee, assigns or otherwise.

ARTICLE I

DEFINITIONS

Whenever used in this Declaration the following terms shall have the following meanings:

1. Articles: "Articles" shall mean the duly adopted Articles of Incorporation of the Association, as the same may be amended from time to time.

2. Association: "Association" shall mean and refer to Two-Forty Place Association, Inc., an Oklahoma non-profit corporation, its successors and assigns, being the Council of Unit Owners.

3. By-Laws: "By-laws" shall mean the duly adopted by-laws of the Association, a copy of which is attached hereto as Exhibit "B" and made a part hereof, as the same may be amended, changed and modified from time to time.

4. Board of Directors: "Board of Directors" or "Board" shall mean the Board of Directors of the Association, also known as the Board of Managers.

5. Building: "Building" shall mean one or more of the buildings or structures located on the Property, more particularly shown on the plans attached hereto as Exhibit "C" and made a part hereof.

6. Common Elements: "Common Elements" means all portions of the Property other than Units and includes, among other matters, the following specific elements:

a. The Land;

b. The foundations, columns, girders, beams, supports, main supporting walls, roofs, fireplaces, fire escapes, and entrances and exits of the buildings and the exterior facing of the buildings;

c. The yards, gardens, fences, access to parking areas, roadways, and all parking areas, storage areas and facilities not located within a Building;

d. Installations of central services including power, light, gas, hot and cold water heating, refrigeration, and air conditioning;

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e. The tanks, pumps, motors, fans, compressors, ducts, and, in general, all apparatus and installations existing for common use, including swimming pool;

f. The swimming pool, club house, and related amenities; and

g. All other parts of the Property necessary or convenient to its existence, maintenance, or safety, and normally in common use.

7. Common Expenses: "Common Expenses" means the following:

a. Expenses of administration, maintenance, repair or replacement of Common Elements and Limited Common Elements to the extent such expenses are to be borne by the Association under the terms of Article XVII hereof.

b. Amounts deposited in the Reserve Fund for maintenance, repair, and replacement of the Common Elements, as required by Section 6 of Article XVII of the Declaration.

c. Expenses agreed upon as common by all Unit Owners acting through the Association.

d. Expenses declared common by the provisions of the Oklahoma Unit Ownership Estate Act or by the By-Laws in force as of date hereof or as later amended.

8. Declarant: "Declarant" means Two-Forty Place, Ltd., an Oklahoma limited partnership, its successors and assigns.

9. Declaration: "Declaration" means this instrument, by which the Property is submitted to the provisions of the Oklahoma Unit Ownership Estate Act, together with such amendments to this instrument as may hereafter from time to time be lawfully made.

10. Limited Common Elements: "Limited Common Elements" means those parts of the Common Elements reserved for use by the Owner or Owners of a certain Unit or certain Units, to the exclusion of the Owners of other Units, as agreed upon by all Unit Owners. The Limited Common Elements shall be:

a. The structural and other commonly used components of each building, windows and exterior doors of Units, and the utilities, sewers, power, water and other common lines running through the walls, ceilings, attic or floor of each Unit for the service of other Units;

b. Where applicable, any courtyards, patios, balconies or terraces or any other common elements which are shown on Exhibit "C" as a limited common element; and

c. As described in Section 15.a of this Article I.

11. Majority of Unit Owners: "Majority of Unit Owners" means the owners of more than fifty percent (50%) of the aggregate interest in the general common elements as established by this Declaration. Any specified percentage of Unit Owners means such percentage in the aggregate of such undivided ownership.

12. Person: "Person" means an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.

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13. Property: "Property" means and includes the Land, the Buildings, all improvements and structures thereon, and all easements, rights, and appurtenances belonging thereto, together with all personal property intended for use in connection therewith which has been or intended to be submitted to the provisions of the Oklahoma Unit Ownership Estate Act.

14. Unit: "Unit" means an enclosed part of the Property intended for use as a residence, the boundaries of which are described pursuant to Section 15.a herein.

15. Unit Boundary. "Unit Boundary" means:

a. The walls, floors, or ceilings enclosing a Unit. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the finished surfaces thereof are a part of the Unit, and all other portions of the walls, floors, or ceilings are a part of the Common Elements.

b. If any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the designated Unit Boundary, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements.

c. Subject to the provisions of subsection b hereof, all spaces, interior partitions, and other fixtures and improvements within the boundaries of a Unit are a part of the Unit.

16. Unit Designation: "Unit Designation" means the number designating each particular Unit, as set forth in Exhibits "C" and "E" attached hereto and made a part hereof.

17. Unit Owner: "Unit Owner" or "Owner" means a person owning a Unit within the Building.

ARTICLE II

DESCRIPTION OF BUILDINGS

The Buildings are more particularly described on Exhibit "A" attached hereto and made a part hereof.

ARTICLE III

UNIT DESIGNATIONS AND DESCRIPTION OF UNITS

The Unit Designations and a particular description of each Unit subject hereto is contained on Exhibit "E" attached hereto and made a part hereof.

ARTICLE IV

GENERAL COMMON ELEMENTS

The General Common Elements include all Common Elements except those specifically defined as Limited Common Elements in Article V hereof.

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ARTICLE V

LIMITED COMMON ELEMENTS

The Limited Common Elements include, in addition to the description set forth in Section 10 of Article I, the parking areas reserved for the exclusive use of the Owner of Units without a built-in garage, the patios and/or balconies corresponding to each Unit, the fireplaces and interior walls adjoining each Unit, all as shown on page 1 of Exhibit "C" hereto, and all air conditioning equipment installed for the use of the Owner of any Unit.

ARTICLE VI

PROPORTIONATE INTERESTS IN COMMON ELEMENTS

The maximum proportionate interest of each Unit Owner in the Common Elements is shown on Exhibit "D" attached hereto and made a part hereof. Such maximum interest shall be subject to diminution, to accommodate expansion under the provisions of Article IX hereinbelow. Each Owner shall be entitled to the undivided interest in the Common Elements in the ratio shown on Exhibit "D" except as modified in accordance with the provisions of Article IX hereof, which ratio is based, in either instance, upon a fraction having as its numerator the number of square feet of each Unit and as its denominator the total square footage of all Units.

ARTICLE VII

SERVICE AGENT

The name of the person to receive service of process in actions against the Association and the name of the person to receive service of process on two or more Unit Owners in actions relating to the Common Elements or more than one Unit is Jess Porter and his address is Suite 428, Del State Bank Tower, 3000 Tower Drive, Oklahoma County, Del City, Oklahoma 73115.

ARTICLE VIII

AMENDMENT OF DECLARATION

Except as hereinafter provided and subject to the Declarant's right of expansion reserved hereunder in accordance in Article IX hereof, the Declaration may be amended by the unanimous consent of the Unit Owners voting in person or by written proxy at a meeting of the members of the Association duly called and held for that purpose at which a quorem exists in accordance with the provisions of the By-Laws; and any such amendment shall become effective upon the filing, in the office of the County Clerk of Oklahoma County, Oklahoma, of an instrument in writing setting forth such amendment and duly executed and acknowledged by the president of the Association, as the act and deed of the Association, and attested by the secretary or assistant secretary thereof. Provided, however, the Declaration may not be amended in a manner which would: (i) cause an abandonment or termination of the Unit Ownership Estates created hereunder without the prior written consent of one hundred percent (100%) of all Unit Owners other than Declarant; (ii) cause the partition or subdivision of any Unit without the prior written consent of seventy-five percent (75%) of all Unit Owners other than Declarant; or (iii) allow the use of proceeds of hazard insurance policies for any purpose other than the repair, replacement, or reconstruction of the Unit or Units or Common Elements, without the prior written consent of seventy-five percent (75%) of all Unit Owners other than Declarant. Provided, further, that no such amendment shall make any change in the requirements for insurance made herein,

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nor in any way affect the security interest of any mortgage holder unless the owners of all recorded mortgages upon any Unit or the Property shall have consented thereto in writing.

ARTICLE IX

EXPANSION

1. Reservation of Right. The Declarant hereby expressly reserves unto Declarant, its successors and assigns, the option and right to expand the Property to include and annex a certain tract of real property lying adjacent to the Land and more particularly described as follows, to wit (the "Additional Land"):

> A part of the Northwest Quarter (NW/4) of Section Thirty-three (33), Township Eleven (11) North, Range Three (3) West, Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:
>
> Commencing at the Northwest corner of said NW/4, Section 33, Township 11 North, Range 3 West, I.M., thence South 0°04'05" West along the West line of said NW/4 a distance of 704.88 feet, thence North 89°05'00" East a distance of 250 feet, thence South 0°03'56" West a distance of 221.86 feet to the point or place of beginning, thence North 89°05'00" East a distance of 281.30 feet, thence South 0°55'00" East a distance of 65 feet, thence South 76°28'33" East a distance of 192.28 feet, thence South 26°04'05" West a distance of 110 feet, thence South 9°35'41" East a distance of 195.96 feet, thence South 0°46'05" West a distance of 95.77 feet, thence North 88°04'18" West a distance of 99.10 feet, thence South 62°50'22" West a distance of 159.39 feet, thence South 32°12'28" West a distance of 107.59 feet, thence South 89°49'51" West a distance of 79.86 feet, thence North 0°04'05" East and parallel to the West line of said NW/4 a distance of 177.41 feet, thence South 89°58'45" West a distance of 75 feet, thence North 0°03'56" East a distance of 470.52 feet to the point or place of beginning, said described tract contains 229,214.076 square feet or 5.262 acres.

The consent of Unit Owners of the Property shall not be required for such expansion of all or any part of the Additional Land and the Declarant may proceed with such expansion at its sole option. Further, by acceptance of a warranty deed to a Unit, the Unit Owner shall be deemed conclusively to have consented to the expansion provided for herein, including the modification of the percentage interests in the Common Elements, if accomplished in accordance herewith.

2. Method of Annexation. Declarant may annex all or any portion of the Additional Land, together with any and all Buildings and Improvements thereon, at any time and from time to time, so that such Additional Land is made subject to this Declaration. Such annexation shall be effectuated by the filing and recordation of a supplemental declaration, executed by Declarant and all the then owners of the Additional Land to be annexed by such supplemental declaration.

3. Contents of Supplemental Declaration. To the extent required to make such Additional Land and Additional

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Buildings correspond to the plans attached hereto as Exhibit "C", any supplemental declaration filed pursuant to this Article shall contain the following items:

(a) Description of the Additional Land to be annexed.

(b) Description of all buildings on the Additional Land, stating the number of stories and basements, the number of Units therein, and the principal materials of which such Buildings are constructed (the "Additional Buildings").

(c) The unit designation of each Unit located in the Additional Buildings, and a statement of its location, approximate area, number of rooms, and immediate common area to which it has access, and any other data necessary for its proper identification (presently intended to be as described in a portion of Exhibit "E" attached hereto).

(d) A description of the General Common Elements and Limited Common Elements, if any, located in or on the Additional Buildings and Additional Land.

(e) A statement of the final proportionate interest in the Common Elements appertaining to each Unit subject to the Declaration as supplemented in connection with such annexation, including the Units subjected hereto and the Units so subjected by the recordation of the supplemental declaration. Such proportionate interest shall be determined in accordance with the provisions of Article VI hereinabove.

(f) Attached to the supplemental declaration shall be a full and exact copy of the plans of the Additional Buildings in the event the plans attached hereto as Exhibit "C" do not correspond to such Additional Buildings finally constructed. Such plans, if so required to evidence modification from Exhibit "C" attached hereto, shall show graphically all particulars of such Additional Buildings, including the dimensions, area and location of each Unit therein and the dimensions, area and location of the Common Elements affording access to each such Unit. Other Common Areas shall be shown graphically and shall be described in detail in words and figures. Such plans, if so required, shall be certified to by an engineer or architect, whichever is appropriate, who is licensed and authorized to practice his profession in the State of Oklahoma.

4. Rights of Unit Owners After Annexation. Following any annexation as hereinabove described, the Additional Land and Additional Buildings shall be subject to all limitations, covenants, conditions, restrictions, reservations, liens and charges contained herein, with the same effect as though the Additional Land and Additional Buildings were a part of the

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Project as of the date and initial recording hereof. In no event shall the supplemental declaration modify the limitations, covenants, conditions, restrictions, reservations, liens and charges as contained in this Declaration with respect to the existing Property. After any such annexation, each Unit Owner shall be a member of and shall be entitled to representation in the Association in proportion to the undivided interest in the Common Elements which then appertains to his Unit.

5. Compatibility. The Additional Buildings shall be compatible with the Buildings located within the rest of the Project and as presently contemplated, and will be in accordance with the plans attached hereto, provided however, that the Declarant reserves the right to change the size, design and mix of the Units in order to meet the requirements of the market. The Additional Buildings will not contain more than forty-two (42) units.

6. Termination of Right. The Declarant's option to expand the Project in accordance with this Article IX shall expire seven (7) years after the recordation of this Declaration, if not sooner exercised; provided, however, that Declarant may, at any time prior to the expiration of such period, terminate or release this option by recording with the office of the County Clerk of Oklahoma County an appropriate instrument of release, duly acknowledged and in form suitable for recordation.

7. Interest in Common Elements After Annexation. In the event the Additional Land is annexed and made subject to the provisions of the Declaration, in accordance with the provisions of this Article IX, the proportionate interest of each Unit Owner in the Common Elements shall be revised. The proportionate interest of each Unit Owner in the Common Elements shall be determined by dividing the value of his Unit, as shown on Exhibit "D" hereto, or in the supplemental declaration annexing such Unit, by the total value of all Units then subject to the Declaration, including the Units described herein and the Units described in all recorded supplemental declarations, all in accordance with the formula set forth in Article VI hereof. Provided, however, in no event shall the proportionate interest of a Unit Owner in the Common Elements be reduced to a percentage less than the "Minimum Interest After Annexation" shown on Exhibit "D-1" hereto.

ARTICLE X

RESTRICTIONS AS TO USE

1. Single Family Use. The Buildings and each of the Units are intended for and restricted to use as single family residences, and the Units shall be occupied only by a single family and its servants, provided, however, that an Owner shall have the right to rent his Unit for a term of not less than thirty (30) days, and provided further, that if any Mortgagee forecloses or otherwise acquires title to any Unit, the Mortgagee shall have the right to lease said Unit upon such terms as it deems advisable until the Unit is sold. A Unit shall not be subdivided, nor shall any part less than the whole thereof be sold or otherwise transferred. No gainful occupation, profession, business, trade or other non-residential activity shall be conducted in any Unit.

2. Signs and Billboards. No sign or billboard will be permitted on the Property except one sign per Unit advertising the sale or rental of a Unit, which sign shall not exceed five square feet in area.

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3. Animals. No animals, other than a reasonable number of generally recognized house pets, shall be maintained in any Unit, and then, only if kept solely as household pets and not kept, bred, or raised for commercial purposes. Upon the request of any Unit Owner, the Board of Directors shall determine, in its sole discretion, whether for the purposes of this section a particular animal kept in a Unit shall be considered to be a house pet or whether the number of pets in any Unit is unreasonable.

4. Offensive Activity. No obnoxious or offensive activity shall be carried on in any Unit, nor shall anything be done therein which may be or may become a nuisance or an annoyance to the surrounding Unit Owners or which may cause an increase in insurance rates.

5. Rubbish. All rubbish, trash and garbage shall be regularly removed from the Units by the Unit Owners and shall not be allowed to accumulate therein or on the Common Elements.

ARTICLE XI

INSURANCE

1. Public Liability Insurance. Comprehensive public liability insurance shall be purchased by the Association and shall be maintained in full force and effect at all time. Such insurance shall be obtained from reputable insurance companies authorized to do business in the State of Oklahoma having a financial rating by Best's Insurance Reports of class VI or better. The amount of coverage shall be determined by the Board from time to time so as to provide such coverage as the Board may deem prudent, provided, however, that the minimum amounts of coverage shall be $1,000,000.00 for any one accident or occurrence, and $1,000,000.00 for property damage. The premiums shall be paid from the assessments levied and collected pursuant to this Declaration. Such policy shall name all Unit Owners as insureds, and also name, as additional insureds, such persons or entities, including the Association, the Board, and any agents or employees of the Board, as the Board, and any agents or employees of the Board, may deem necessary or required in order to insure the Association, the Board, the Unit Owners and their respective agents, guests and invitees, against liability to the public, the Unit Owners, their guests, tenants, family members and invitees, or any other persons, whomsoever in connection with any damage or injury occurring on the Property or resulting or arising as a result of the ownership or use of the Property or any part thereof. Provided, however, such insurance shall not insure against loss caused by injuries to Unit Owners or members of their households occurring in their own Unit. Such policy shall otherwise be in such form and content and contain such endorsements as the Board may deem appropriate. Such policy shall otherwise be in such form and content and shall contain a severability of interest endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of the Association or other Unit Owners and such other endorsements as the Board may deem appropriate.

2. Fire and Extended Coverage Insurance. A blanket fire and extended coverage insurance policy shall be purchased by the Association and shall be maintained in force at all times, the premium thereon to be paid from the assessments levied against each of the Unit Owners in accordance with this Declaration. Such insurance shall be obtained from reputable insurance companies authorized to do business in the State of Oklahoma having a financial rating by Best's Insurance Reports of class VI or better and shall insure against loss from fire and such other

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hazards as the Board may deem appropriate, and shall insure all structures, Units and improvements upon the Property and all personal property owned by the Association or jointly by all the Unit Owners as tenants in common and all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in construction, location and use for not less than one hundred percent (100%) of the full insurable replacement cost value thereof (as determined by the Company issuing such policy). Such policy shall contain vandalism and malicious mischief coverage, together with such other coverage, endorsements, and adjustment clauses as the Board deems appropriate. Such policy shall name the Association as insured, as trustee for the benefit of all the Unit Owners. Such policy shall name the respective mortgagees of the Unit Owners, as their respective interests may appear, and shall provide for the issuance of certificates or such endorsements evidencing the insurance as may be required by any insured or an insured's mortgagee and shall provide that the carrier shall notify the first mortgagee named at least ten (10) days in advance of the effective date of any reduction or cancellation of the policy. If the Property is located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards, a "blanket" policy of flood insurance on the Property must be maintained in the amount of the aggregate of the outstanding principal balances of the Mortgage loans on the Units comprising the Property or the maximum limit of coverage available under the National Flood Insurance Act of 1968, as amended, whichever is less. The Board may select such deductible, franchise or franchise deductible provisions which, in its opinion, are consistent with good business practices in connection with the purchase of such policy. The Association is responsible for the Unit "as sold" for purposes of loss under this paragraph but neither ordinary wear and tear nor routine maintenance nor upgraded interior improvements.

3. Use of Proceeds. All insurance proceeds available under Section 2 of this Article X shall be paid to the Association and held for the benefit of the Unit Owners, mortgagees and such other persons, as their respective interests shall appear, and shall be paid out in accordance with Article XI of this Declaration.

4. Additional Insurance. The Association, may, at its option, purchase and maintain in force at all time, demolition insurance in adequate amounts to cover demolition in the event of destruction of the Buildings, or any of them, and the decision not to rebuild. The premium therefor shall be paid from the assessments levied against all Unit Owners in accordance with this Declaration. Such policy, if purchased, shall contain a determinable demolition clause, or similar clause, to allow for coverage of the cost of demolition in the event of destruction and the decision not to rebuild. The Association shall also purchase and maintain workmen's compensation insurance to the extent that the same shall be required by law for employees of the Association. The Association may also purchase and maintain insurance on commonly owned personal property, and such other insurance as it may deem necessary, the premiums therefor to be paid from the assessments levied against all of the Unit Owners in accordance with the provisions of this Declaration.

5. Owner Insurance. Any Owner may, at his option, and at his sole cost and expense, purchase personal liability and personal property insurance as he may desire; provided, however, that such policy or policies shall include a waiver of subrogation clause. The existence of such policy or policies shall not alter the obligations of the Association to obtain insurance as herein provided. Under no circumstances shall the Association

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be required to purchase any insurance covering personal property owned individually by any Unit Owner. The individual Unit Owner shall be responsible for repair and maintenance of the interior of his Unit and for normal wear and tear thereto.

6. Authority of Board. Each of the Owners, and every other person named as an insured in connection with any of the policies, as purchased by the Association, hereby irrevocably delegates to the Board any authority which it may otherwise have to negotiate loss settlements with the appropriate insurance carriers. The Board shall have the sole and exclusive authority and right to negotiate any such loss settlements; provided, however, that any execution of a loss claim form and release form in connection with the settlement of a loss claim shall be binding on all Unit Owners and upon any other person named as an insured on any such policy or policies only upon the execution thereof by a majority of the members of the Board.

7. Annual Review of Insurance. The Board shall review annually the limits of coverage of the policies of insurance purchased by the Association.

8. Notice of Cancellation. After the written request made by a holder of a first mortgage on a Unit to do so, the Board shall give notice to such holder ten (10) days prior to the cancellation of any policy of insurance purchased by the Association.

9. Fidelity Insurance. The Association shall purchase and maintain in full force and effect at all times fidelity insurance, insuring against dishonest acts of members of the Board, employees of the Association, and volunteers responsible for handling funds belonging to or administered by the Association. Such policy shall name the Association as insured and shall be in an amount, as determined annually by the Board, to provide adequate protection to the Association, but in no event shall such policy be in an amount less than one and one-half (1-1/2) times the Association's estimated annual operating expenses and reserves for the current year.

ARTICLE XII

DESTRUCTION OF IMPROVEMENTS

1. Repair and Restoration. Except as hereinafter provided, damage to or destruction of any or all of the Buildings shall be promptly repaired and restored by the Association, using the proceeds of insurance, if any, on the Building or Buildings damaged or destroyed for that purpose, and all Unit Owners shall be liable for assessments for any deficiency; provided, however, that upon the occurrence of the substantially total destruction of all the Buildings, or if seventy-five percent (75%) of the Unit Owners other than Declarant, elect in writing not to proceed with the repair or restoration, then in that event, the Property, or so much thereof as shall remain, shall be subject to partition at the suit of any Unit Owner, in which event the net proceeds of sale, together with the net proceeds of insurance policies, if any, shall be considered as one fund and shall be divided among all Unit Owners as shown on Exhibit "D" (or Exhibit "D-1" if appropriate), after first paying, out of the respective shares of Unit Owners, to the extent sufficient for that purpose, all liens on the Unit owned by each Unit Owner. Except upon the substantially total destruction of all the Buildings or upon the written election of seventy-five percent (75%) of the Unit Owners other than Declarant not to proceed with reconstruction, all hazard insurance proceeds shall be used exclusively for the repair, replacement, or reconstruction of the Buildings. The Board,

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their agents, and employees shall have an easement to enter Units to make repairs to Common Elements, or when repairs reasonably appear to be necessary for public safety or to prevent damage to property other than the Unit.

2. Obligation of the Board. Upon the partial destruction of one or more of the Buildings, the Board shall obtain bids from at least two reputable contractors and shall call a meeting of the Unit Owners to consider whether reconstruction of the damage should be undertaken. Unless seventy-five percent (75%) of the Unit Owners other than Declarant, elect in writing not to proceed with reconstruction, the Board shall award the contract for the reconstruction to the lowest bidder; provided, however, that the Board shall not be required or authorized to award such contract until it has sufficient monies, or binding commitment for monies, whether from insurance or the collection of special assessments levied in accordance herewith, with which to pay the cost of reconstruction as reflected by the bid to be accepted by the Board. The Board, upon awarding said contract, shall thereafter be authorized to disburse monies to the contractor in accordance with said contract out of the insurance proceeds held by the Board and the special assessments levied and collected by the Board. It shall be the obligation of the Board to take all steps necessary to assure the commencement and completion of such reconstruction at the earliest possible date. All such reconstruction shall be in accordance with the plans of construction of the Property attached hereto as Exhibit "C".

3. Notice. After written request made by a holder of a first mortgage on a Unit to do so, the Board shall give notice to such holder of any substantial damage or loss to the Property, or taking by right of eminent domain if such loss or taking exceeds $10,000.00, or damage to a Unit covered in a mortgage purchased in whole or in part by Federal Home Loan Mortgage Corporation exceeds $1,000.00.

ARTICLE XIII

EMINENT DOMAIN

1. Acquisition of All or Substantially All of a Unit. If a Unit is acquired by eminent domain, or if part of a Unit is acquired by eminent domain leaving the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, the award must compensate the Unit Owner for his Unit and its Common Element interest, whether or not any Common Element interest is acquired. Upon acquisition, unless the decree otherwise provides, that Unit's entire Common Element interest, votes in the Association, and common expense liability are automatically reallocated to the remaining Units in proporation to the respective interests, votes, and liabilities of those Units before the taking, and the Association shall promptly prepare, execute, and record an amendment to the Declaration reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this Section is thereafter a Common Element.

2. Acquisition of Part of a Unit. Except as provided in Section 1 hereof, if part of a Unit is acquired by eminent domain, the award must compensate the Unit Owner for the reduction in value of the Unit and its Common Element interest. Upon acquisition, (i) that Unit's Common Element interest, votes in the Association, and common expense liability are reduced in proportion to the reduction in the size of the Unit, or on any other basis specified in the Declaration, and (ii) the portion of Common Element interest, votes, and common expense liability divested from the partially acquired Unit are automatically reallocated to that Unit and the remaining Units in

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proportion to the respective interests, votes and liabilities of those Units before the taking with the partially acquired Unit participating in the reallocation on the basis of its reduced interests, votes, and liabilities.

3. Acquisition of Part of Common Elements. If part of the Common Elements is acquired by eminent domain, the award must be paid to the Association. The Association shall divide any portion of the award not used for any restoration or repair of the remaining Common Elements among the Unit Owners in proportion to their respective Common Element interest before the taking.

ARTICLE XIV

MEMBERSHIP IN ASSOCIATION

1. Qualifications. Each Unit Owner shall be a member of the Association and shall be entitled to representation in the Association in proportion to said Unit's interest in the Common Elements as shown in Exhibit "D" attached hereto and made a part hereof subject to diminution through expansion as set forth in Article IX hereinabove. If a given Unit is owned by more than one owner, all such owners shall be members of the Association; provided, however, that for the purpose of representation of such Unit with regard to the affairs of the Association and the voting of the members of the Association, such Units shall be represented by and entitled only to the representation shown on the attached Exhibit "D" (or Exhibit "D-1" if appropriate), which vote shall be exercised and cast in accordance with the provisions of the Declaration and the By-laws. Ownership of a Unit shall be the sole qualification for membership in the Association.

2. Transfer of Membership. The Association membership of each Unit Owner shall be an appurtenant right to the Unit giving rise to such membership and shall not be assigned, transferred, pledged, conveyed or alienated in any way except to the transferee of title to said Unit. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Unit shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner.

3. Membership Rights of Declarant. Until such time as Declarant shall have transferred title to thirty-nine (39) of the Units [or seventy (70) Units following expansion], Declarant shall be entitled to four (4) times the representation in the Association hereinabove specified for each Unit in which it retains ownership. Upon the sale of the thirty-ninth (39th) Unit by Declarant [or the seventieth (70th) Unit following expansion], Declarant shall be entitled only to the representation specified in Exhibit "D" (or Exhibit "D-1" if appropriate) for the Units in which it retains ownership.

ARTICLE XV

VOTING RIGHTS

1. Required Percentage of Vote. Whenever the Declaration, the By-laws, or the Articles requires the vote, assent or presence of a stated percentage of Unit Owners with regard to the taking of any action or any other matter whatsoever, the requisite number of votes to constitute such stated percentage shall be the votes of Unit Owners whose aggregate interest in the Common Elements, as determined with reference to Exhibit "D" hereto (subject to recomputation following any expansion as herein provided), totals such percentage.

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2. Joint Owner Disputes. The vote for each Unit may be cast only as a unit, and fractional votes shall not be allowed. In the event that joint owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners casts a vote representing a certain Unit, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of all other Owners of the same Unit. In the event more than one vote is cast for a particular Unit, none of said votes shall be counted and all of said votes shall be deemed void.

ARTICLE XVI

DUTIES AND POWERS OF ASSOCIATION

1. Administration of Property. The Unit Owners and each of them, together with all parties bound by this Declaration, covenant and agree that the administration of the Property shall be in accordance with the provisions of this Declaration, the Articles, By-laws, and such rules and regulations as may be adopted by the Board, and the amendments, changes and modifications thereto as may come into effect from time to time. In the event of any inconsistency between the provisions of this Declaration and the provisions of the Articles, the By-laws, or rules and regulations, the provisions of this Declaration shall prevail.

2. Duties and Authority of Association. The Association shall have the following powers and duties:

(a) The Association shall acquire and pay out of the assessments levied and collected in accordance herewith, for all water, gas, gardening service, refuse collection, electrical, telephone, and other necessary utility services for the Common Elements.

(b) Except as provided in Article XVIII, Section 4, hereof, the Association shall maintain or cause the Common Elements and the landscaping, improvements, facilities, and structures thereof to be maintained and kept in a good state of repair, and acquire for the Association and pay from assessments for such services, furnishings, equipment, maintenance, painting, and repair as it may determine are necessary in order to keep and at all times maintain the Common Elements and the landscaping, improvements, and facilities thereon in a good and sanitary state of condition and repair.

(c) Except as to the taxes, levies or assessments levied separately against an individual Unit, and/or the owner thereof, the Association shall pay all taxes, real and personal, and assessments, bonds and levies which are or would become a lien on the entire Property or the Common Elements.

(d) The Association may, at its option, employ a manager, independent contractors, and such other employees as it deems necessary and prescribe their duties, and enter into contracts and agreements, all for the purpose of providing for the performance of the business, powers, duties and/or obligations of the Association, or any portion thereof. Such manager, if any, and all employees shall have the right of ingress and egress over and access to, such portions of the Property as may be necessary in order for them to perform their duties and obligations.

(e) The Association, at any time, and from time to time, may establish, in accordance with the By-laws, such uniform rules and regulations as the Association may deem reasonable in connection with the use, occupancy and maintenance of the Units

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and the Common Elements by Unit Owners and their family members, servants, tenants, guests and invitees, and the conduct of such persons with respect to vehicles, parking, bicycle use, use of recreational facilities, control of pets, and other activities which, if not so regulated, might detract from the appearance of the Property or be offensive to or cause inconvenience, noise or damage to persons residing in or visiting the Property. The Association shall send a copy of such rules and regulations, together with amendments and additions thereto, to each Unit Owner upon receiving written notice of his status as an Owner.

(f) The Association shall levy assessments against the Unit Owners and enforce payment thereof, all in the manner and subject to limitations, set forth in this Declaration.

(g) The Association shall maintain books and records relating to the management and operation of the property. Such books and records shall be subject to inspection and copying, during normal business hours, by any Unit Owner and by the holder or holders of any mortgage on any Unit.

(h) Upon request received from the holder of any mortgage on any Unit, the Association shall notify the holder of such mortgage of any default thereafter occurring in the performance by the Owner of the Unit burdened by such mortgage of any obligation hereunder or under the Articles, By-laws or Rules and Regulations of the Association, which default is not cured within sixty (60) days of the date of default. Such notice shall be in writing and shall be addressed to the mortgagee at the address specified in the request submitted by the mortgagee.

(i) The Association shall have the power to perform such other acts, whether expressly authorized by the Declaration or the By-laws, as may be reasonably necessary to enforce any of the provisions of the Declaration, the By-Laws, or the rules and regulations duly adopted by the Association or to carry out and perform its powers and responsibilities.

ARTICLE XVII

ASSESSMENTS

1. Creation of Lien and Personal Obligation of Assessments. Each Unit Owner, by acceptance of a deed to a Unit, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (i) regular monthly assessments or charges, and (ii) emergency assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular monthly, and emergency assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge and a lien on the Unit against which each such assessment is made, and all appurtenances thereto, which lien is created and shall be enforced in accordance with the provisions of this Article, provided, however, that lien is subject to and subordinate to the lien of a recorded first mortgage. Each such assessment (and all other assessments levied in accordance with this Declaration), together with late charges, interest, costs, penalties, and reasonable attorney's fees, as provided for by this Declaration, shall also be the joint and several personal obligation of each person who was an Owner of such Unit at the time when such assessment fell due.

2. Regular Monthly Assessments.

(a) Regular Monthly Assessment. As soon as is reasonably practicable after the election of the first Board, the Board shall set the monthly assessments to be assessed for

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the initial fiscal year against each Unit for the purposes hereinafter specified. Monthly assessments shall be for the period running from the 15th day of a calendar month to and including the 14th day of the following calendar month. Such assessments for the period ending on the 14th day of any calendar month shall be due and payable by the Unit Owners on the 14th day of such month. Subject to the provisions of Section 2(b) of this Article, the total of such assessments for all Units for each fiscal year shall total (i) the estimated expenses of the Association in carrying out the obligations described herein for such fiscal year, other than for the maintenance, repair, or replacement of the Common Elements (the "Maintenance Fund Requirement"), plus (ii) an amount, to be determined by the Board, to be set aside during the fiscal year to provide for a reserve fund for the maintenance, repair, or replacement of the Common Elements (the "Reserve Fund Requirement").

(b) December 14th Assessment. On December 14th of each year or as soon thereafter as practical, the Board shall meet and determine the total amount of all accrued and unpaid bills for the fiscal year ending on that date. Notwithstanding the provisions of Section 2(a) of this article, the Board shall then set the monthly assessment for each Unit for the period ending December 14th with reference to (i) the amount of accrued bills which reflect expenses incurred by the Association other than for the maintenance, repair, or replacement of the Common Elements and which remain unpaid for the fiscal year; and, (ii) the uncollected Reserve Fund Requirement for such fiscal year. The monthly assessment for any Unit for the month ending December 14th shall equal a portion of such charges found by multiplying the total of such charges by each Unit's undivided interest in the Common Elements, as shown in Exhibit "D" (or as recomputed following any expansion as herein provided) attached hereto. At the same time the Board shall set the regular monthly assessment for the succeeding fiscal year.

(c) Fiscal Year. The initial fiscal year of the Association shall run from the date on which the Articles are filed with the Secretary of State of Oklahoma to the next succeeding December 14th. The succeeding fiscal years of the Association shall run from December 15th through December 14th.

(d) Increase in Monthly Assessments. For each fiscal year following the initial fiscal year of the Association, the regular monthly assessment may be increased prior to, but effective as of, the beginning of such fiscal year, by the Board without a vote of the members of the Association. Notice of increase pursuant to this section shall be given by the Board to each Owner prior to the commencement of the fiscal year for which such increase is to be effective. The term "regular monthly assessment", as used herein, shall mean that monthly assessment set at the beginning of the fiscal year by the Board, without reference to the assessment to be set on December 14th in accordance with the provisions of Section 2(b) of this article.

(e) Certificate of Payment. The Association shall, upon demand, furnish to any Unit Owner, mortgagee of a Unit Owner or prospective purchaser of any Unit a certificate in writing signed by an officer of the Association, setting forth whether the assessments on the specified Unit have been paid, and the amount of the delinquency, if any. A reasonable charge may be made by the Board for the issuance of such certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

3. Special Emergency Assessments. In the event that the Board shall determine that its budget for any current month is or will become inadequate to meet all expenses for any reason,

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it shall immediately determine the appropriate amount of such inadequacy for such month and may levy an emergency assessment for the amount required to meet all such expenses on a current basis against the Owners of each Unit. Emergency assessments levied in accordance with this section shall be due and payable within thirty (30) days of written notice thereof by the Board.

4. Payment of Assessments. Each payment of regular monthly and emergency assessments made by a Unit Owner shall first be applied to that portion of such Unit's assessments allocable to the Maintenance Fund Requirement, and the remainder of such payment shall be applied to that portion of such Unit's assessments allocable to the Reserve Fund Requirement.

5. Maintenance Fund. All collected assessment charges shall be properly deposited in a separate commercial bank account in a bank to be selected by the Board. The Board shall have control of said account and shall be responsible to the Unit Owners for the maintenance of accurate records thereof at all times.

6. Reserve Fund. All collected assessment charges allocable to the Reserve Fund Requirement shall be properly deposited in a separate commercial banking account in a bank to be selected by the Board. The Board shall have control over such account and shall be responsible to the Unit Owners for the maintenance of accurate records thereof at all times. The funds in such account may be expended only for expenses incurred by the Association for the maintenance, repair, or replacement of the Common Elements.

7. Non-Payment of Assessments; Lien Rights, Remedies. Every Unit Owner is deemed to covenant and agree to pay the assessments provided for in this Declaration and further agrees to the enforcement of such assessments in the manner provided for in this Declaration.

(a) Delinquency. Any assessment provided for in this Declaration which is not paid when due shall become delinquent on the date on which such assessment is due (the "date of delinquency"). A late charge of $5.00 for each delinquent assessment shall be payable with respect to such assessment not paid within ten (10) days after the date of delinquency. Assessments not paid within ten (10) days after the date of delinquency shall thereafter bear interest at the rate of ten percent (10%) per annum from the date of delinquency and the Board, its attorney or other authorized representative may, at its option, at any time after such period, and in addition to other remedies herein or by law or in equity provided, enforce the remedies herein or by law or in equity provided, enforce the obligation to pay assessments in any manner provided by law or in equity and, without limiting the generality of the foregoing, by any or all of the following procedures:

(i) Enforcement by Suit. The Board may cause a suit to be commenced and maintained in the name of the Association against any Owner or Owners, or any of them, personally obligated to pay assessments for such delinquent assessments for which they are personally obligated. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon at the rate of ten percent (10%) per annum from and after the date of delinquency, late charges as provided for by this Declaration, court costs and reasonable attorneys fees in such amounts as the court may award. Suit to recover a money judgment for unpaid assessments shall be maintainable by the Board, or its authorized agent, without foreclosing or waiving the lien hereinafter provided for.

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(ii) Enforcement of Lien. Any assessment which remains unpaid on the date on which such assessment is due shall be a lien on the Unit for which such assessment is made and on all appurtenances thereto. Such lien may be foreclosed by a suit instituted by the Association, its attorney or duly authorized agent. In any such foreclosure action the Unit Owner shall be required to pay reasonable rental for the use of his Unit during the pendency thereof. The Association, or its duly authorized agent, shall have the power to bid in at the foreclosure sale and to acquire, hold, lease, mortgage and convey the Unit Ownership Estate acquired at such sale. Provided, however, in any such foreclosure sale the Association may not bid an amount in excess of any judgment rendered in its favor in such foreclosure action and satisfiable out of the proceeds of such sale.

(b) Additional Costs Secured by Lien. In the event the lien described above is foreclosed, reasonable attorney's fees, taxes, and insurance as the court may award and count from the date of delinquency, late charges as provided for by this Declaration, and all other costs and expenses shall be allowed to the Association.

(c) Rights of Association. Each Owner hereby vests in and delegates to the Association or its duly authorized representative the right and power to bring all actions at law or lien foreclosures, against any Owner or Owners for the collection of delinquent assessments in accordance herewith.

(d) Purchaser at Foreclosure Sale. Any purchaser of a Unit at a foreclosure sale pursuant to an action to foreclose the lien herein provided shall take title to such Unit subject to all the terms, provisions and restrictions of this Declaration. There shall be a lien on the Unit of the purchaser which may be foreclosed in accordance with this Declaration and which shall secure all assessments which become due after the date of such sale. For the purposes of this section a sale of a Unit shall occur on the date an order confirming sale is issued by the court having jurisdiction.

(e) Purchase by Mortgagee. In the event the holder of a first mortgage on a Unit obtains title to such Unit as a result of a foreclosure of the mortgage, such mortgagee shall not be liable for the foreclosed Unit's unpaid assessments which accrue prior to the acquisition of title to such Unit by the mortgagee but shall be liable for such assessments accruing during the time said mortgagee holds title to any such Unit.

(f) Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the members of the Association, their guests and invitees, and in particular shall be used for the purpose of improving, protecting, operating, repairing and maintaining the Common Elements and the facilities, improvements, landscaping and structures located thereon, and providing for the acquisition and maintenance of property, services and facilities devoted to this purpose and directly related to the use and enjoyment of the Common Elements and the Units and otherwise providing for the performance by the Association of each and every power and duty of the Association.

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8. Special Street Assessment. The Association shall bear the expense for the repair or replacement of the private interior street serving the Property and which extends from the public street on the north edge of the Property to the interior, should such repair or replacement be necessitated by the City of Oklahoma City exercising its rights under the easement granted to the City of Oklahoma City, on October 29, 1979 and recorded in Book 4645 at Page 1559, in the office of the County Clerk of Oklahoma County. The funds for such expense shall come from the Reserve Fund of the Association. In the event that the amount in the Reserve Fund is insufficient to pay the entire expense, the Board shall direct a special emergency assessment be made subject to the provisions of this Article, to satisfy all of such expenses so incurred.

ARTICLE XVIII

RIGHTS AND OBLIGATIONS OF UNIT OWNERS AS TO THE COMMON ELEMENTS

1. Owner's Easement of Enjoyment. Subject to the provisions of Article XIX, Section 1 of this Declaration, every Unit Owner and his tenants, servants, family members, guests and invitees, to the extent permitted by such Unit Owner, shall have a non-exclusive easement of access to, use and enjoyment of, and ingress and egress through, the General Common Elements and shall have an exclusive easement of access to, use and enjoyment of, and ingress and egress through the Limited Common Elements which are appurtenant to his Unit, as shown on Exhibit "C", and such easements shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

(a) Such easements shall be subject to the right conferred by this Declaration of the Board to establish uniform rules and regulations concerning the use of the Common Elements.

(b) Such easements shall be subject to the right of Declarant, its agents and representatives, to the non-exclusive use of the Common Elements and the facilities thereof, for display and exhibit purposes in connection with the sale of the Units, which right Declarant hereby reserves. Provided, however, that no such use by Declarant or its agents or representatives shall otherwise restrict the Unit Owners in their use and enjoyment of the Common Elements.

(c) Such easements shall extend to and include both the Land and the Additional Land, together with the respective Common Elements, upon the occurrence of expansion as provided in Article IX hereof as though the Land and Additional Land were both originally subject to the provisions of this Declaration.

2. Waiver of Use. A Unit Owner may not waive or otherwise escape liability for the assessments provided for by this Declaration or otherwise duly and properly levied by the Board, by non-use of the Common Elements and the facilities thereon or any part thereof, or by abandonment of his Unit.

3. Maintenance and Repair of Units. Each Unit Owner shall bear the cost of and be responsible for the maintenance, repair and replacement, as the case may be, of all electrical and plumbing fixtures, kitchen, fireplace, and bathroom fixtures, and all other appliances or equipment, including any fixtures and the connections required to provide water, light, power, telephone, conditioned air, sewage and sanitary service to his Unit and which may now or hereafter be affixed or contained within his Unit. Each Unit Owner shall also bear the cost of and be solely responsible for the upkeep and maintenance of all interior air conditioning equipment installed for the use of his Unit.

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4. Decoration and Maintenance of Unit Interiors and Exteriors. The Unit Owners may decorate the interiors of their Units in any manner they see fit, provided that no structural changes may be made to the Common Elements without the prior written consent of the Board. No Unit Owner shall cause any improvements or changes to be made on the exterior of any Building, including painting or other decoration, the installation of awnings, shutters, electrical wiring or other things which might protrude through or be attached to the exterior walls of the Building. Each Unit Owner shall bear the cost of and be responsible for the painting, upkeep and maintenance of any and all interior walls, fireplaces, ceiling and floor surfaces, fixtures, painting, decorating and furnishings and all other accessories which such Unit Owner may desire to place or maintain in his Unit.

5. Damage to Common Elements. Any damage to any Common Element which is caused by the negligent act or the willful misconduct of any Unit Owner may be repaired by the Association but, in such event, the Association shall be entitled to reimbursement from the Unit Owner responsible for such damage.

6. Parking. Due to limited parking space in the project, it is specifically required that all vehicles of Unit Owners be parked inside garages of each Unit or in designated off street parking areas. No parking of vehicles will be allowed in streets, on grass of Common Elements or parallel to garage doors. No campers, boats, house trailers, self contained mobile homes, recreational vehicles of all types, trailers, or trucks of any kind, including panel trucks or pickup trucks (in excess of 1-1/2 ton capacity), shall be permitted to be parked in sight overnight or for an extended period of time along the garage side of any Unit or in designated parking areas.

7. Antennas. No exterior antennas including T.V., CB, or Ham radio or other radio, television, microwave or laser beam receiving or sending device will be permitted on the roof of any Unit or in the Common Elements. (Interior attic antennas for T.V. or radio reception only are permitted.)

8. Additional Provisions. Subject to the provisions of Article IX hereof each Unit Owner's undivided interest in the Common Elements shall have a permanent character and the amount of each Unit Owner's interest shall not be altered without the consent of all Unit Owners expressed in a duly recorded amendment to this Declaration. Such interest shall not be separated from the Unit to which it is appurtenant and shall be deemed to be conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the deed or other instrument of conveyance. The Common Elements shall remain undivided and no Unit Owner or any other person shall bring any action for partition.

ARTICLE IXX

GENERAL PROVISIONS

1. Access to Units. The Association shall have the irrevocable right of access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair, or replacement of the Common Elements and facilities therein or accessible therefrom, for making emergency repairs therein necessary to prevent damage to the Common Elements and facilities or to another Unit or Units. Such rights shall be exercised by the Board or its duly authorized agent.

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2. Enforcement. The Association, or any group of two or more Unit Owners, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Board or any group of Unit Owners to enforce any convenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. A waiver of any such right shall be only pursuant to an instrument in writing signed by the party to be charged with such waiver and shall be limited to the particular covenant, condition or restriction which is expressly set forth in such writing as being waived.

3. Encroachments. In the event any portion of the Common Elements encroaches upon any Unit or any Unit encroaches upon the Common Elements or any other Unit as a result of the construction, reconstruction, repair, shifting, settlement, or movement of any portion of the Property, a valid easement for the encroachment and for the maintenance for the same shall exist so long as the encroachment exists.

4. Use by Declarant. Notwithstanding any provision herein contained to the contrary, it shall be expressly permissible for Declarant to maintain, during the period of original sale of Units, such facilities as, in the sole opinion of the Declarant, may be reasonably required, convenient or incidental to the sale of said Units, including, but not limited to, a business office, storage areas, signs, model units and sales offices.

5. Severability. The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity of the remaining provisions.

6. Successors and Assigns. This Declaration shall inure to the benefit of and be binding upon the successors and assigns of Declarant, and to the heirs, personal representatives, grantees, lessees, successors and assigns of the Unit Owners.

7. Remedies Cumulative. Each remedy provided by this Declaration for breach of any of the covenants, conditions, restrictions, reservations, liens, or charges contained herein shall be in addition to any other available remedy, whether provided for by law or in equity, and all of such remedies, whether provided for by this Declaration or otherwise, shall be cumulative and not exclusive.

8. Notices. Any written notice or other document relating to or required by this Declaration may be delivered personally or by mail. If by mail, such notice, unless expressly provided herein or in the By-laws to the contrary, shall be deemed to have been delivered and received three (3) business days after a copy thereof is deposited in the United States mail, postage prepaid, addressed as follows:

(a) If to a Unit Owner other than Declarant, to the address of the Unit or Units owned by him.

(b) If to Declarant, whether in its capacity as owner of a Unit, or in any other capacity, addressed as follows:

Two-Forty Place, Ltd.
Attn: Jess Porter, General Partner
Suite 428, Del State Bank Tower
3000 Tower Drive
Del City, Oklahoma 73115

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(c) Prior to the organizational meeting of the Board, notices to the Board shall be addressed to the address set forth for giving notice to the Declarant. Thereafter, notices to the Board shall be addressed to the secretary of the Association. The Board shall cause the address of the secretary of the Association to be made known by mail to all Unit Owners.

9. Sales of Units. Concurrently with the consummation of the sale of any Unit under circumstances whereby the transferee becomes a Unit Owner, the transferee shall notify the Board in writing of such sale. Such notification shall set forth (i) the name of the transferee and his transferor, (ii) the street address or the unit number of the Unit purchased by the transferee, (iii) the transferee's mailing address, (iv) the date of sale, and (v) copy of recorded deed transfering title. Prior to receipt of such notification, any and all communications required or permitted to be given by Declarant, the Association, the Board, or their agents or representatives, shall be deemed to be duly made and given to the transferee if duly and timely made and given to said transferee's transferor.

10. Contracts with Declarant. Any agreement for professional management of the condominium project, or any other contract providing for services of the developer, sponsor, or builder, may not exceed three (3) years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice and on thirty (30) days written notice with cause.

Dated this 20 day of NOVEMBER, 1980

TWO-FORTY PLACE, LTD.,
an Oklahoma limited partnership

By: Jess Porter
Jess Porter, the General Partner

"Declarant"

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 20 day of NOVEMBER, 1980, by JESS PORTER, the General Partner of TWO-FORTY PLACE, LTD., on behalf of the partnership.

Marilyn R. Stuart
Notary Public

My Commission Expires:

6-2-83

(SEAL)

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EXHIBIT "A"

DESCRIPTION OF BUILDINGS
COMPRISING
TWO FORTY PLACE

All Buildings are two-story structures (except Building Number 8) and are of wood frame construction with brick veneer and wood siding as reflected in elevation drawings appearing on the sixth page of Exhibit "C". Specific features of the various Buildings are set forth hereinbelow:

(1) Building Number 1 contains seven (7) residential units, with 9,197 square feet of total living area and an additional 3,293 square feet of garage space.

(2) Building Number 2 contains twelve (12) residential units, with 15,791 square feet of total living area and an additional 5,638 square feet of garage space.

(3) Building Number 3 contains four (4) residential units, with 6,595 square feet of total living area and an additional 2,365 square feet of garage space.

(4) Building Number 4 contains two (2) residential units, with 3,001 square feet of total living area and an additional 1,026 square feet of garage space.

(5) Building Number 5 contains two (2) residential units, with 2,538 square feet of total living area. There is no garage space for this Building.

(6) Building Number 6 contains thirteen (13) residential units, with 17,093 square feet of total living area and an additional 6,122 square feet of garage space.

(7) Building Number 7 contains eleven (11) residential units, with 14,546 square feet of total living area and an additional 5,196 square feet of garage space.

(8) Building Number 8 is a clubhouse and dressing room adjacent to the swimming pool, having an area of 536 square feet.

The following Buildings (having construction materials as described hereinabove) are presently contemplated by the Declarant pursuant to Declarant's reservation of the right of expansion as set forth in Article IX of the Declaration:

(1) Proposed Building Number 9 will contain ten (10) residential units, with 13,245 square feet of total living area and an additional 4,732 square feet of garage space.

(2) Proposed Building 10 will contain nine (9) residential units, with 11,999 square feet of total living area and an additional 4,270 square feet of garage space.

(3) Proposed Building 11 will contain eight (8) residential units, with 10,498 square feet of total living area and an additional 3,767 square feet of garage space.

(4) Proposed Building 12 will contain nine (9) residential units, with 9,197 square feet of living area and an additional 3,293 square feet of garage space.

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(5) Proposed Building Number 13 will contain three (3) residential units, with 3,848 square feet of living area and an additional 1,390 square feet of garage space.

(6) Proposed Building Number 14 will contain five (5) residential units, with 6,895 square feet of living area and an additional 2,365 square feet of garage space.

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